



P E T E R A C S L O A N
S O L I C I T O R S

Tempatron Directors Pension Scheme
C/O Pension Practitioner
48 Chorley New Road
Bolton
Lancashire
BL1 4AP

21st August 2018

Our Ref: PACS/NEUDEGG/PURCHASE N00
Your Ref: FAO Gavin M.

Dear Sirs,

Re: Your Purchase of Unit 11 Falcon Business Park, 33 Ivanhoe Road, Hogwood Lane, Finchampstead, Berkshire, RG40 4QQ

We write further to our recent exchange of emails in connection with the above-mentioned property. We understand that you administer the Tempatron Directors Pension Scheme on behalf of Mr. Peter Neudegg. Mr. Neudegg's company, Goodburn Engineering Limited, currently has a Lease of the above-mentioned premises and we are informed by Mr. Neudegg that the current Freehold owner has agreed to sell the Freehold Title to this property to his pension scheme. In the circumstances, as you represent the pension scheme, we would regard you as our client in this matter, and hence this confirmation letter of our instructions to act for you in this purchase.

We understand our instructions to be that the above-mentioned Unit is to be purchased by Tempatron Directors Pension Scheme for the price of £200,000.00 subject to an existing Lease in favour of Goodburn Engineering Limited dated 19th November 2015. The purchase monies to come from the funds of the pension scheme. To confirm our instructions to act, we have enclosed a duplicate copy of this letter which we would ask you to sign at the end and return to us.

We are taking this opportunity to enclose the following:

- A copy of our General Terms of Business
- Explanatory Leaflet on Money Laundering
- Complaints Procedure
- Stamp Duty Land Tax Appointment Form
- Peter AC Sloan Solicitors Client Account Bank Details

2 The Courtyard Denmark Street Wokingham Berkshire RG40 2AZ

t 0118 930 5030 f 0118 908 0687

e enquiries@peteracsloan.co.uk www.peteracsloan.com

Authorised and Regulated by the Solicitors Regulation Authority
SRA Number 439908

Principal: Peter Anthony Copeland Sloan



Please return the enclosed copy letter duly signed, together with your cheque in our favour in the sum of £280.00 on account of costs and expenses generally. We have included a copy of our firm's client account bank details should you wish to transfer monies electronically.

Conduct of your matter

Peter Sloan will have overall responsibility for your transaction. On a day to day basis, however, you should, at first instance, direct enquiries to James Searle, Customer Services Manager. Please note that you should not hesitate to contact Peter Sloan personally should you ever feel it necessary to do so. Where your query cannot be dealt with immediately, every effort will be made to deal with it as soon as possible.

Hours of Business

Our normal business hours are Monday to Friday between 9 am and 5 pm. We are generally not able to see clients outside normal business hours, although this is sometimes possible in certain circumstances. If for any reason you encounter difficulty in making an appointment during normal working hours, please contact us to discuss the possibility of making special arrangements.

Fees

We would estimate that our fees for acting on your behalf in this matter will be in the order of £900.00 plus VAT plus disbursements. This is on the basis of a normal transaction, which proceeds in the usual way. However, there may be unforeseen circumstances that give rise to additional work or expenditure. In that event, we reserve the right to charge additional fees, and, where appropriate, recover additional expenses. Please note that generally, we will always discuss any proposed increase with you beforehand.

Complaints

We try hard to provide all our clients with an efficient, courteous and professional service. If at any time during the course of the transaction, you become dissatisfied with the service you are receiving, you should at first instance refer the matter to James Searle. On a separate sheet enclosed with this letter, we have set out the procedure that we will follow should you wish to make a formal complaint.

Money Laundering

Before we can progress this matter we must satisfy the current Money Laundering regulations and take evidence of the identification of the Trustees of the Pension Scheme. Can you please provide us with full names and addresses of the Trustees so that we may do this?

In common with most other firms of Solicitors, and many other types of business besides, we are obliged by the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007, to disclose to the authorities any activity which we suspect may involve money laundering, and indeed, we are subject to very severe penalties should we fail to do so. By signing this letter, you authorise me to make any such disclosure as we, in the reasonable exercise of our discretion think fit, and without reference to you or any other person (and whether before or after any such disclosure is made) and without incurring any liability for any loss or damage occasioned by such disclosure and whether suffered by you or some other person or party.

General Terms of Business

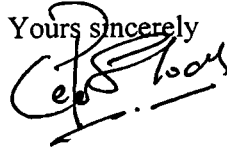
We enclose a copy of our General Terms of Business which, together with the contents of this letter and its other enclosures, will regulate our relationship.

Law Society Conveyancing Quality Scheme

We are accredited as part of the Law Society's Conveyancing Quality Scheme. The scheme is designed to improve transparency of transactions, raise service levels and provide better communication and a more efficient process. To achieve this we need your authority to enable us to share information with other parties involved in this transaction and any related chain of transactions.

By signing and returning the copy of this letter you will be confirming that we have your authority to provide information to other parties in accordance with the Law Society Conveyancing Protocol. If you do not wish us to do so please advise us immediately.

We shall look forward to hearing from you shortly,

Yours sincerely


Peter Sloan
Peter AC Sloan
Solicitors

I, **on behalf of Tempatron Directors Pension Scheme**
acknowledge receipt of this letter and its enclosures and agree to be bound by the terms thereof.

.....
1st Client Signature

Date

Tempatron Directors Pension Scheme
C/O Pension Practitioner
48 Chorley New Road
Bolton
Lancashire
BL1 4AP

21st August 2018

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Money Laundering

Before we can progress this matter we must satisfy the current Money Laundering regulations and take evidence of the identification of the Trustees of the Pension Scheme. Can you please provide us with full names and addresses of the Trustees so that we may do this?

In common with most other firms of Solicitors, and many other types of business besides, we are obliged by the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007, to disclose to the authorities any activity which we suspect may involve money laundering, and indeed, we are subject to very severe penalties should we fail to do so. By signing this letter, you authorise me to make any such disclosure as we, in the reasonable exercise of our discretion think fit, and without reference to you or any other person (and whether before or after any such disclosure is made) and without incurring any liability for any loss or damage occasioned by such disclosure and whether suffered by you or some other person or party.

General Terms of Business

We enclose a copy of our General Terms of Business which, together with the contents of this letter and its other enclosures, will regulate our relationship.

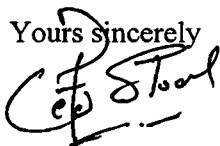
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By signing and returning the copy of this letter you will be confirming that we have your authority to provide information to other parties in accordance with the Law Society Conveyancing Protocol. If you do not wish us to do so please advise us immediately.

We shall look forward to hearing from you shortly,

Yours sincerely



Peter Sloan
Peter AC Sloan
Solicitors

I, _____ on behalf of **Tempatron Directors Pension Scheme**
acknowledge receipt of this letter and its enclosures and agree to be bound by the terms
thereof.

.....
1st Client Signature

Date

GENERAL TERMS OF BUSINESS

1. COMMUNICATIONS

The offices of Peter AC Sloan - Solicitors are located at 2 The Courtyard, Denmark Street, Wokingham, Berkshire RG40 2AZ. Telephone number 0118 930 5030 email enquiries@peteracsloan.co.uk Website www.peteracsloan.com
Normal hours of business are between 9.00am and 5.30pm on weekdays. Home visits and appointments outside of those hours can be arranged to suit individual client's needs.
Peter AC Sloan Solicitors are Authorised and Regulated by the Solicitors Regulation Authority, the regulatory body of the Law Society of England and Wales. SRA Number 439908 <http://www.sra.org.uk/code-of-conduct.page>

2. PROFESSIONAL INDEMNITY

In the interests of our clients Peter AC Sloan - Solicitors maintains professional indemnity insurance in accordance with the requirements of Provision of Service Regulations 2009, and compliant with the Solicitors Regulation Authority terms and conditions of business for offices based in England & Wales. Our indemnity insurance territorial coverage is worldwide.
Our insurance policy is available for inspection at our offices.

3. THE FEES

Our estimate is based on information supplied by you at the time of your enquiry and may increase if it becomes obvious that the value or nature of the work we undertake differs from that originally advised, or if the amount of time, skill or work required for the conduct of the matter is more than initially expected or if you require it to be expedited. We will advise you in writing of any increase at the appropriate time, or as soon as possible thereafter.

4. VAT

We are registered for VAT and therefore all fees and appropriate expenses will have VAT added at the current rate for the time being in force.

5. MONIES ON ACCOUNT

We may ask for a payment on account either at the start of the matter or during its progress. This is a common practice when expenses will be incurred, for example local search or where the matter is likely to be complicated or lengthy.

6. EXPENSES

The estimate will refer to expenses which are based on figures supplied by you. Third parties may alter their fees at regular intervals and we will notify you in writing of any changes. Sometimes we will need to make further searches or payment for documentation, which we will not know about until we receive documentation. The expenses are incurred on your behalf during the course of the matter. It is rarely possible for us to know at the outset all expenses that may arise but the financial statement will show the items separately from any fees. Where the expense is fixed, for example the local search fee then the actual cost will be charged. Your acceptance of these terms shall constitute your agreement for us to incur the expenses (including repeat expenses) which, in our judgement, are necessary to protect you or your lender's interests.

7. THE MORTGAGE

(i) If you need a mortgage it is your responsibility to comply with the lender's terms and conditions as set out in the offer. It is your decision to accept the financial effect of any deduction retention redemption penalty or early redemption penalty interest imposed by the offer. If asked by you in writing we will explain any terms of the offer. If not then it is assumed you fully understand the offer and the financial and other implications. (ii) All lenders require a lawyer to carry out specific legal work in granting or accepting repayment of a mortgage and you may not be aware that they require you to pay their lawyer's legal fees for this. We are on the Panel of most lenders and they will usually instruct us to represent them as well as you in which event we confirm that if applicable we will provide you with an estimate of the lender's legal fees. Your acceptance of these terms shall constitute your agreement for us to disclose instructions and information to any lender, which also instructs us. (iii) If your lender appoints their lawyer to act, you will be responsible for their legal fees in addition to our own. We will advise you in writing of the fees at the appropriate time but will continue to represent you. (iv) Most offers expire after a period of time. It is your responsibility to ensure that the offer is valid at the time of exchange of Contracts. You must re-apply to your lender if your offer has or is about to expire. It is also your responsibility to advise your lender and us of any change in the purchase price or any financial adjustment between you and the other party such as an allowance or cashback.

8. QUALITY ASSURANCE

If we operate a practice management system to BS EN ISO 9002 1994 and inspection to verify performance to the standard will require random selection of our files by the certification body. This inspection is essential but is strictly confidential. If you instruct us in writing then you can be excluded from this inspection.

9. INSURANCE POLICIES

Our estimate includes dealing with the assignment or re-assignment of a single policy (or other security) but in the event of additional policies or securities we shall make a further charge of £25 plus VAT for each additional policy or security. These charges include the preparation and service of the required Notice. Peter AC Sloan Solicitors are not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so that we may carry on insurance mediation activity, which is broadly the advertising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors regulation Authority. The register can be accessed via the Financial Services website at www.fsa.gov.uk/register. The Law Society of England and Wales is a designated professional body for the purpose of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Complaints Service is the independent complaints handling arm of the Law Society. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of those bodies.

10. UNDERTAKINGS

If you ask us to assist you by giving an undertaking to a third party (other than to your existing lender or lenders) that we will settle any amount due by you, we will charge a fee for this commitment and will notify you of the fees in writing at the appropriate time or as soon as possible thereafter. In view of the personal nature of the undertaking we may require appropriate additional security from you **BEFORE** giving it.

11. FINANCIAL

The matter can only be financed using funds cleared through our account. You must ensure that any sum needed from you is paid to us either by cheque or bankers draft at least five clear working days before it is needed, unless you make payment direct to our account by means of an electronic transfer. If it is delayed because you provide funds after the specified time or by inappropriate means then we will not be held liable for any direct or consequential losses for as long as the funds remain uncleared.

12. PAYMENT OF OUR COSTS AND EXPENSES

It is normal for the fees and expenses due to us to be paid as cleared before the date of completion. Where we hold funds this payment will be deducted once a financial statement has been provided. By signing these Terms you authorise this practice. If we do not hold sufficient sums then you will provide the sums as cleared funds prior completion in accordance with the term 11. If payment is not made within seven days of completion, then daily interest may be charged at 2% per calendar month or part compounded monthly from completion until the outstanding sum is received by us as cleared funds.

13. THE COMPLETION

- (i) We always advise a minimum of ten working days between exchange of Contracts and completion. This period is regarded as the minimum to safely deal with all pre-completion searches and formalities (including cleared funds from the lender and from you) to enable you to be fully protected at completion. In particular we need to hold cleared funds from you in respect of any Stamp Duty and Land Registry fees payable
 - (ii) If you ask us to complete your matter in less time we may charge an expedition fee. We will notify you in writing of the charge which will be added to our fees and be payable by you. We will not be liable for any direct or consequential losses for completion being delayed beyond your specified date, provided we have used reasonable professional skill in attempting to complete on the specified date.
 - (iii) Within seven days of completion we will send by post a cheque in your favour (unless we have your written instructions to the contrary) for all sums held by us due to you to the address notified to us in writing at least five working days before completion.
- PLEASE NOTE** the term "working day" does not include Saturdays Sundays Bank or other Statutory Holidays.

14. SPECIALIST SERVICES

We are lawyers qualified to advise on Conveyancing. You must consult other qualified professionals for advice on non-legal matters, such as the physical condition of a property, its connected services and its market value, or investment, financial or tax advice. Before exchange of Contracts or leasing premises we advise a structural survey (of a type appropriate to the nature of the property) by a qualified surveyor and to obtain any further information the report may state is required.

15. MATTERS WHICH YOU ARE TO DO

- (i) To provide us with written confirmation of any variation of your original instructions
- (ii) to respond promptly in writing to any request for instructions you may receive from us
- (iii) to provide us with evidence of your identity requested by us
- (iv) to take whatever steps we may request to comply with current money laundering regulations and
- (v) generally to co-operate with us.

16. ABORTIVE FEES

If for any reason the matter fails to complete we will assess the value of the work carried out and will charge our fees together with third party expenses already incurred although you will be credited for sums paid on account. Such fees and expenses are for immediate settlement unless otherwise agreed in writing. If unpaid after seven days interest as set out in term 13 may be applied.

17. STORAGE OF PAPERS AND DEEDS

After completing the sale, we are entitled to keep all your papers and documents while money is owing to us. We will keep our file of papers (except for any of your papers which you ask to be returned to you) for no more than 12 years and on the understanding that we have your authority to destroy the file 12 years after sending you my final bill. We will not destroy documents you ask us to deposit in safe custody. We will make a charge of £25.00 plus VAT on each occasion that you require us to retrieve stored papers or deeds. We reserve the right to make a further charge based on the time we spend reading papers, writing letters or other work necessary to comply with the instructions in connection with the retrieval of your papers or deed.

18. DATA PROTECTION ACT 1998

We are registered under the Data Protection Act 1998 and authorised to collect and store personal data. In instructing us you should be aware that personal data relating to you and your matter is being collected and held electronically and in paper records and files. The only use that will be made of that personal data is in fulfilling our professional retainer for you and for marketing purposes (unless you indicate to the contrary that you do not wish to receive any marketing information or literature from us.) We take reasonable measures to secure access, storage and transmission of any data collected and stored by us.

19. MONEY LAUNDERING

In common with most other firms of Solicitors, and many other types of business besides, we are obliged by the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007, to disclose to the authorities any activity which we suspect may involve money laundering, and indeed, we are subject to very severe penalties should we fail to do so. By confirming your instructions you authorise us to make any such disclosure as we, in the reasonable exercise of our discretion think fit, and without reference to you or any other person (and whether before or after any such disclosure is made) and without incurring any liability for any loss or damage occasioned by such disclosure and whether suffered by you or some other person or party.

20. TERMINATION

You may terminate instructions in writing at any time but we shall keep your papers and documents while sums are due to us. You may think it appropriate for us to stop acting if, for example, you cannot give appropriate instructions, or if you have lost confidence in the way your work is done. We can only stop acting if there is good reason to do so and /or in accordance with our professional rules. For example if you fail (i) to comply with our request for payment on account or (ii) to give us proper or adequate instructions. If either of us decide we can no longer act you will discharge our fees and expenses in accordance with term 5.

21. COMPLAINTS

If you have any complaint about the way in which your matter has been dealt with please follow the procedure enclosed on a separate sheet within this letter.

- (i) A complaint is an oral or written expression of dissatisfaction which alleges that the complainant has suffered (or may suffer) financial loss, distress, inconvenience, or detriment, and can include complaints relating to our bill.
 - (ii) We are anxious to resolve any complaint you have about the service we have given you as quickly as possible. If you are unable to resolve the issues with the person who has been dealing with you please contact Mr. Peter Sloan, either by telephone:- 0118 930 5030, email, peter@peteracsloan.co.uk or by post 2 The Courtyard, Denmark Street, Wokingham Berkshire RG40 2AZ as soon as possible.
 - (iii) The assessment of the complaint will be based upon a sufficient and impartial investigation. We will explain in writing our findings and, where the complaint is upheld, will offer remedial action or redress. This will be dealt with promptly.
- If after following the review process you remain dissatisfied with any aspect of our handling of your complaint, you may contact the Legal Ombudsman directly to ask them to consider the complaint further:

Tel no: 0300 555 0333
Email: enquiries@legalombudsman.org.uk
Website: <http://www.legalombudsman.org.uk>
Legal Ombudsman
PO Box 6806
Wolverhampton
WV1 9WJ

Unless it agrees there are good reasons not to do so, the Legal Ombudsman will expect you in the first instance to allow us to consider and respond to your complaint in accordance with the procedure set out above. You can refer your complaint to the Legal Ombudsman up to 6 months after you have received our final written response to your complaint (or within 6 months after you have discovered a problem, whichever is later).

You can also refer your complaint to the Legal Ombudsman if we have not resolved your complaint within 8 weeks after we received it. The Legal Ombudsman deals with service related complaints only; it will refer any conduct-related complaints it receives to the relevant governing body.

Money Laundering

1. In 2002 and 2003, new laws were introduced in an attempt to reduce money laundering activity. Essentially, the legislation is aimed at dealings in criminal property, and includes – for instance – becoming involved in any transaction funded in whole or in part by the proceeds of tax evasion.
2. As a consequence, I might be obliged to report to the relevant authorities (and indeed, I am subject to very severe penalties should I fail to do so) any transaction, activity or arrangement which appears to me to give rise to suspicions of money laundering, notwithstanding any issues of confidentiality or legal privilege.
3. If, having made appropriate enquiries, I feel it necessary to make such a report, I reserve the right to do so, and without reference to you, either before or after any such report is made. By signing the letter sent with this leaflet, and in circumstances which give rise to reasonable grounds for suspicion, you are expressly authorising me to make such a report.
4. As part of our initial process of obtaining your instructions it will be necessary for me to ask you a series of questions concerning your identity, including evidence of your place of residence, and to obtain documentary evidence of each. This is a requirement of the Money Laundering Regulations 2003 & 2007.
5. Additionally, I may have to ask other questions about the proposed source and flow of funds from you. I may also ask other questions to satisfy myself that there is no suspicion of money laundering and that you, as the client and I, as your adviser, are not becoming involved in any money laundering offence.
6. Unless you have made a prior arrangement with me, and where you are proposing to directly transmit funds to me, you must obtain my consent before doing so and this consent may sometimes be required in writing.

If you have any complaint about the way in which your matter has been dealt with this is the procedure which will be followed:

Peter AC Sloan Solicitors are committed to providing a high quality legal service and client care to all of our clients. If you are dissatisfied with any of the aspects of the service that you receive, including our firms bill please do contact Jane Copeland Sloan, Customer Service Manager, either by telephone:- 0118 930 5030, email, jane@peteracsloan.co.uk, or by post 2 The Courtyard, Denmark Street, Wokingham, Berkshire RG40 2AZ **as soon as possible**. This will help us to maintain and improve our standards and hopefully resolve any concerns that you may have.

If you have a complaint then please contact Jane Copeland Sloan as detailed above and provide her with the details and nature of your concern. Upon receipt of your letter she will take the following steps:

1. Jane Copeland Sloan will deal with your complaint in the first instance, and will send you a letter acknowledging your complaint. You should expect to receive her letter **within 2 working days** of her receiving your complaint. In her letter of acknowledgement she will confirm how we shall deal with your complaint
2. Jane Copeland Sloan will record the fact that you have made a complaint, and will do this **within working 1 day** of receiving your complaint. The Matter will then be passed to Mr. Peter Sloan, the practice principle.
3. Mr. Peter Sloan will then start to investigate your complaint. This may involve one or more of the following steps:
 - If you agree, I will review your complaint. I will carry out this review **within 10 working days** of acknowledging your original letter of complaint.
 - Alternatively, if you prefer, I will ask another independent solicitor to investigate your complaint and report to me. I will do this **within working 3 days** of you agreeing to this step.
4. In the event that I review your complaint myself, I will send to you my detailed reply within 7 days of carrying out my review. Alternatively, within 7 days of me carrying out my review, I may invite you to a meeting in order to discuss the matter.
5. If it is your preference that I ask an independent solicitor to look at your complaint then I shall invite you, within 3 days of receiving that solicitor's report, to attend a meeting to discuss their findings.
6. **Within 2 working days** of any meeting, I will write to you to confirm what took place and any solutions I have agreed with you.
7. Any written reply that I may send to you will be a detailed response to your complaint. This will include my suggestions for resolving the matter.
8. At this stage, if you are still not satisfied, you can write to me again. I will then arrange to review my decision. This may happen in one of the following ways:
 - I will review my decision in the light of any further comments that you may have made and I shall do this **within 5 working days** of receiving your further comments.
 - I will arrange for someone who is not connected with the complaint to review my decision. I will do this **within working 10 days** of receiving your further comments.

- I will ask a member of the Sole Practitioner Group or my local Law Society or another solicitor to review your complaint **within working 10 days** of receiving your further comments. I will let you know how long this process will take.

9. I will let you know the result of the review **within 5 working days** of the end of the review. At this time I will write to you confirming my final position on your complaint and explaining my reasons.

If you are not satisfied with the way in which your complaint has been managed you can ask the legal Ombudsman to consider your complaint. The Legal Ombudsman's contact details are detailed below:

Tel no: 0300 555 0333
Email: enquiries@legalombudsman.org.uk
Website: <http://www.legalombudsman.org.uk>
Legal Ombudsman
PO Box 6806
Wolverhampton
WV1 9WJ

Unless it agrees there are good reasons not to do so, the Legal Ombudsman will expect you in the first instance to allow us to consider and respond to your complaint in accordance with the procedure set out above. You can refer your complaint to the Legal Ombudsman up to 6 months after you have received our final written response to your complaint (or within 6 months after you have discovered a problem, whichever is later).

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STAMP DUTY LAND TAX QUESTIONNAIRE

This form is designed to provide a simple explanation of the tax for property in England & Wales and the personal obligation that it creates for you. The buyer is now legally responsible for calculating the tax due, completing the tax return and submitting it to the Inland Revenue together with the appropriate duty.

Stamp Duty Land Tax (SDLT) is a complicated tax and this form describes only those aspects that are relevant in order to complete a residential transaction and to appoint your lawyers as your tax agent. Please read this form carefully and complete one of the boxes below as this will enable us to help you comply with the new regulations.

N.B. It is important that you deal with this form immediately as, if not, it may delay your transaction. In completing this form, you are instructing us to carry out this work on your behalf.

STAMP DUTY LAND TAX

The government has abolished stamp duty on transfer deeds and leases and replaced it with a wide-ranging tax called Stamp Duty Land Tax ("SDLT") which applies to the majority of property transactions. This is an additional tax bringing stamp duty in line with income tax self-assessment. The law requires that details of property transactions are reported to the Revenue on a tax return. The information must be provided every time a property changes ownership.

The present rates of SDLT for **main residential properties** without new leases are as follows:-

Rate of Stamp Tax	Nil Rate	2%	5%	7%	12%
Property Value	0 to £125,000	£125,001 to £250,000	£250,001 to £925,000	£925,001 to £1,500,000	Over £1,500,001

The tax is calculated in a similar way to income tax, so the appropriate rate is calculated in the band to which it applies and then the answers are summed. So, a property of a value of £350,000 will attract stamp duty liability of £7,500 (0 to £125,000 range nil liability, 2% of £125,001 in the range £125,001 to £250,000 added to 5% of £100,000 in the range £250,001 to £925,000, so the sum is nil + £2,500 + £5,000 = £7,500).

From the 1st April 2016 if the property being purchased is an **additional residential property**, for example holiday home or buy to let then for properties over £40,000 3% must be added to the table above which will result in the following scale.

Rate of Stamp Tax	3%	5%	8%	10%	15%
Property Value	0 to £125,000	£125,001 to £250,000	£250,001 to £925,000	£925,001 to £1,500,000	Over £1,500,001

(There are exemptions from the second property tax for corporate bodies buying 16 or over units in one transaction.)

A second property of a value of up to £40,000 will not be subject to SDLT and no SDLT return will be submitted.

A property of £350,000 will attract a stamp duty liability of £18,000, this is calculated as follows £0 to 125,000 at 3% = £3,750, £125,001 to 250,000 at 5% = £6,250 and £100,000 at 8% = £8,000 so the sum is £3,750 + £6,250 + £8,000 = £18,000.

Completions after the 22nd November 2017 are eligible for **relief for first time buyers** this only applies if **all** of the persons buying the property are purchasing for the very first time.

First Time Buyer	Nil Rate	5%	Reverts to main residential properties table above
Property Value	0 to £300,000	£300,001 to £500,000	Over 500,000

For example, as a first-time buyer purchasing a property worth £350,000 you will pay £2,500 in Stamp Duty Land Tax, (this is calculated as follows, from £0 to £300,000 nil rate, from £300,001 to £500,000 at 5% therefore £50,000 at 5% = £2,500). If the property value is £550,000 then the tax payable would be £17,500 (this is calculated as follows from £0 to 125,000 Nil Rate above £125,000 and up to £250,000 at 2% = £2,500 above £250,000 and up to £925,000 at 5% = £15,000 so the sum is £2,500 + £15,000 = £17,500).

The new tax regime did not change the law in respect of dividing the purchase price between the property and the fittings sold with it. The price disclosed to the revenue on the return and upon which tax is calculated is for the property only. The law states items attached to the property, for example, fitted wardrobes, kitchen units or electric sockets are 'fixtures'. These are part of the property, their value being included in the purchase price. Items on or in the property that are moveable, for example, curtains, rugs or freestanding sheds are 'fittings' and not taxed.

If fittings are included, you can request that the purchase price is apportioned, since no tax is payable for fittings and you may avoid some tax particularly if the price of the fittings takes the purchase price to a lower tax band.

The return does not require information in respect of the allowance for fittings but only the actual purchase price. If any part of the price paid allowed for fittings, then this will only become evident upon an enquiry by the revenue.

If any part of the purchase price is apportioned for fittings, this must be a sum that is reasonable. It must be the fittings' second-hand value. The larger the sum allowed to fittings, the wiser it is to have appropriate evidence, for example, receipts for nearly new items or a recent valuation supporting the attributed value. The evidence must be copied to your lawyers for use in the event of any revenue enquiry. If an allowance for fittings has the effect of reducing the price into a lower tax band, its accuracy must be considered carefully. An allowance for fittings that is unreasonable and designed to evade tax is fraudulent. Any return showing a price at or just below a tax band will be more likely to be the subject of an enquiry by the revenue than a transaction above the tax band where higher tax has been paid. Therefore, you will need to justify any allowance.

If a new lease is purchased the rate is zero on values of £0 to £125,000 and over £125,000 1% of the value that exceeds £125,000. There may be a liability on the rent paid but this normally only applies in cases where the rent exceeds £4,500 on a 99 year lease however the amount will be lower on a longer lease. Please contact us for further information.

In respect of mixed use properties (residential and commercial) – the rates are different please contact us for further information.

REPORTING A TRANSACTION TO HMRC

When a property transaction must be reported, the purchaser is required to complete and sign **IN BLACK INK**, a Land Transaction Return (The Return). The buyer must also pay any SDLT. This return has 70 questions and the guidance notes to assist its completion runs to 37 pages. When completed, you are responsible for its accuracy, so check it carefully before signing. However, buyers may authorise their lawyer to complete a return and submit it electronically, in which case only the instructions/authority need be signed by the buyers, and not the return itself.

The Return must be received by the revenue within a strict period of 30 days from the date of completion and if filed late, whether or not any tax is payable, fines are imposed on you. If it is submitted incomplete, you will need to supply the missing detail. Similarly, if you have underpaid tax, then any further payment is due immediately.

WHO IS RESPONSIBLE TO PAY SDLT

The law makes payment of SDLT the duty of named individuals, like other taxes such as income tax. The liability for SDLT is the buyers. You are therefore liable to pay. The liability is 'Joint and Several', meaning that all buyers have a personal liability to pay all the tax. One buyer can therefore be responsible for the whole of the tax due.

THE CERTIFICATE

When a completed return has been processed or the revenue is satisfied that any outstanding questions have been answered, it will issue a 'tax certificate'. This certificate will be issued to the tax agent.

The certificate confirms receipt of the return and that tax has been paid. The revenue adopts a 'process now check later' policy so the issue of a certificate does not accept that the appropriate tax has been paid. Any obvious errors in the return or tax paid is likely to be questioned on receipt by the revenue, however, the return may not be checked thoroughly until some time after completion of the transaction.

The certificate is important as the Land Registry cannot accept an application for registration of your title without inclusion of the certificate. Your legal title to the property is evidenced only when the Land Registry registers the transaction. Your lawyer usually acts for any lender funding your transaction and will have a dual duty both acting for you registering your purchase and your lender in registering the mortgage. If anything delays the receipt of the certificate, this will result in reporting the problem to the lender.

The Return asks if the certificate is to be issued directly to your agent. If your lawyers are acting for your lender, they will require the certificate to be issued to them.

Some transactions do not require to be reported to the revenue. This is rare and unlikely to apply to your matter. It usually applies when property is acquired without payment or is transferred as part of a divorce settlement or under the terms of a Will. The buyer must complete and sign a different return, confirming that no tax is payable. If applicable, the required form will be issued by your lawyer. The completed form is sent direct to the Land Registry and therefore penalties do not

apply. The Land Registry will not register your transaction without the certificate. The information contained in the certificate will still be checked by the revenue. There are severe penalties if an incorrect return has been filed.

THE TAX AGENT

As a tax payer you can appoint an agent to complete your return for you. If required your agent can deal with any correspondence from the revenue including any enquiry. The return informs the revenue if you are using an agent authorised to handle correspondence on your behalf. This limited function is the extent of the agent's duty to you. The agent will not provide you with tax advice or any taxation service unless specifically agreed in writing. The agent can complete your return, calculate and pay the tax but you are responsible for its accuracy and for paying the correct amount of tax. The agent is not responsible for inaccurate information given in your return and signed by you.

You have a choice of advisors who you can appoint as your agent, but it is unlikely anyone other than your lawyers will have the experience and information required to complete the return or provide the documents if there is an enquiry. If your lawyers decline to act as your agent, they will make this clear to you. If you wish to deal with the return yourself, you must comply with the timescales given by your lawyers. If there is a mortgage, then your lawyers will need to submit the return and pay the tax. The certificate will be returned directly to them. It is normal for buyers to appoint their lawyers to act as their agents. If your lawyer accepts your instructions to act as your agent, then their charges will be in addition to any other fees. Your lawyers will confirm the administration fee for acting as your agent at the start of the transaction.

The majority of transactions will not be subject to a revenue enquiry. However, they can happen up to nine months after completion of your transaction. It is impossible to predict transactions that will be investigated by the Revenue, therefore your lawyers have not made provision in their fees for work they might have to do as your agent in any future enquiry. If your transaction is selected for enquiry and if your lawyers act as your agent, then they will advise you of the charge for additional work the enquiry creates. This is likely to be by an hourly rate for the time taken. Since each enquiry is different, it will not be possible to assess the time required. The fee will be agreed with you before any work relating to the enquiry commences.

THE PENALTIES

The revenue may apply penalties against a tax payer in the following circumstances:-

1. For late submission of the return -

If the return is received by the revenue more than 30 days after the completion date, then an automatic penalty of £100 will apply. This applies whether or not tax is due. If the return is more than 3 months late, there is an additional penalty of £200. In addition, interest can be applied at a daily rate. If the return is more than a year late, further penalties may be charged up to the amount of the tax due.

2. For providing false or incorrect information on a return -

This will lead to penalties and liability for more tax if underpaid. It is also a criminal offence leading to prosecution, fines and/or imprisonment.

3. Your tax records -

The law requires that SDLT records are kept for six years. Failure to keep such copies can lead to penalties of up to £3,000.

INVESTIGATION

The Inland Revenue may ask for verification on a return at any time up to 9 months following the date of legal completion. This is called an 'enquiry'. A proportion of transactions are randomly selected by the revenue for investigation.

MATTERS WHICH YOU ARE TO DO

- (i) Provide us, as your agent with the relevant information to complete the return.
- (ii) Sign this authority to complete and submit a return electronically on your behalf as your agent if you wish us to act as an agent for you.
- (iii) Pay our professional fees for this work as quoted.

A delay in replying to requests for information may delay the transaction.

YOUR DECISION

I/We confirm that we have read carefully the above and fully understand the information provided.

I/We have received two copies of this form and have retained one for our future reference

I/We instruct you to proceed as follows (please tick either a or b and either c or d below)

- a. I /we wish you to act as our agent and complete the appropriate return on our behalf, including inserting the relevant dates, submitting it to the revenue and paying any tax due in respect of the transaction of the property mentioned below. ☐
- b. I /we do not wish you to act as our agent and will complete the return upon receipt from you but we authorise you to insert the relevant dates, submit the return to the revenue and pay any tax due in respect of the transaction. ☐
- c. the property I am/we are buying is not an additional residential property and is my/our main residence. ☐
- d. the property I am/we are buying is an additional residential property and is a holiday home, buy to let or other investment. ☐
- e. I am/we are first time buyers and claim the appropriate relief. ☐

(Providing false information regarding second properties or claiming to be first time buyer(s) when you are not to avoid the correct payment of SDLT will lead to penalties and liability for more tax if underpaid. It is also a criminal offence leading to prosecution, fines and/or imprisonment. If you are in any doubt whatsoever about the status of the property you are buying or contributing towards buying or whether or not you qualify for first time buyers relief please consult us at the earliest opportunity.)

DATE	CLIENTS FULL NAMES (in capitals please)	DATE OF BIRTH	NATIONAL INSURANCE NO	CLIENT'S SIGNATURE

**PETER AC SLOAN SOLICITORS
BANK ACCOUNT DETAILS**

Branch Address – **Svenska Handelsbanken AB (publ)
Trinity Tower
3 Thomas More Square
London
E1W 1WY**

Account Name – **Peter AC Sloan Solicitors Clients Deposit Account**

Sort Code – **40-51-62**

Account Number – **22273002**

Client Care Check List – Purchase

Please kindly provide the following when returning your signed File Copy Client Care Letter headed “**For Signature & Return**”

1. Money on account as detailed within your Client Care Letter.

Funds Transferred ☐

Cheque Enclosed ☐

2. Completed & Signed Forms:-

(a) Stamp Duty Land Tax Appointment Form ☐