

Residential Conveyancing Service Tender

Section 4

Specification

1. INTRODUCTION

- 1.1. This Specification is one of the Contract Documents referred to in the Terms and Conditions. The Provider shall ensure that the Service delivered complies with the standards set out in this Specification and all other Contract Documents.
- 1.2. The work included in this Specification is primarily routine residential conveyancing work in connection with the sale or matters arising subsequent to the sale of property to the Authority's tenants in accordance with the provisions of the Housing Act 1985 (as amended) and any other relevant legislation. The work is described in the Case Types set out in Appendix A of this Specification.
- 1.3. The Authority requires a timely and responsive Service to be provided in all relevant aspects of the work.
- 1.4. The Monitoring Officer (MO) is an officer nominated by the Authority who has responsibility for the overall management of the Contract. The Instructing Officer (IO) is an officer of the Authority who is responsible for the day-to-day operation of the Contract including the issuing of instructions.
- 1.5. The agreed rates of payment are set out in Appendix C (the Pricing Schedule) which provides for unit costs or an hourly rate as specified in the Case Types in Appendix A.

2. BACKGROUND AND OBJECTIVES

- 2.1. The Authority's objectives for the performance of this Service are:
 - to ensure that its residential conveyancing work is undertaken economically, efficiently and effectively; and
 - to ensure that the Service is provided so as to meet the needs of the Authority and to ensure compliance with the Housing Act 1985 (as amended) and other relevant legislation.
- 2.2. In order to achieve these objectives, and to ensure they are monitored, the Authority has developed a performance standard that will apply to the whole of the Service. This performance standard is set out in Section 5 of this Specification. There are also particular performance standards for individual Case Types which are set out in the relevant parts of Appendix A.

3. THE AUTHORITY'S STRUCTURE AND ACCOUNTABILITY

- 3.1. In order to ensure the effective operation of the Contract, the Authority will appoint:
- a. **A Monitoring Officer (MO)** responsible for:
 - i. overall management and coordination of the Contract;
 - ii. nominating the IOs;
 - iii. monitoring the Provider's performance against the performance standard;
 - iv. authorising payment of invoices;
 - v. arranging and chairing quarterly review meetings with the Provider;
 - vi. requesting and receiving all reports required by the Authority from the Provider;
 - vii. analysing all complaints and performance reports;
 - viii. being the first point of contact in the event of any problem arising as a consequence of the Contract (as distinct from individual cases);
 - ix. initiating any Variation to this Specification or the Contract;
 - x. reporting on the overall performance of the Provider to the Director of Legal Services and other relevant sections within the Authority; and
 - xi. overseeing the handover arrangements to and from the Provider.
 - b. **Instructing Officers (IOs)** are responsible for:
 - i. instructing the Provider;
 - ii. the day-to-day operational matters;
 - iii. reviewing invoices and verifying Services;
 - iv. notifying the Provider of any changes in the work required;
 - v. identifying the relevant member level authority or delegated power which authorises the conveyancing transaction in question; and
 - vi. carrying out verification in accordance with paragraph 3.5 below.
- 3.2. Only the IOs will have the authority to instruct the Provider to undertake work. The names of the IOs will be provided to the Provider and will be updated regularly.
- 3.3. The Provider will be instructed on cases directly by the IOs. The IOs will be responsible for providing all of the information reasonably required by the Provider (including relevant documentation) in order to carry out the conveyancing work required. Standard documentation will not usually be forwarded to the Provider by the IOs on individual cases. The Provider will be required to prepare the standard form of documentation based on instructions which will be agreed with or received from the IOs.
- 3.4. The Authority's Strategic Director of Housing & Community Services (SDHCS) or their authorised representative will be responsible for nominating the MO.

The Provider

- 3.5. The Provider shall be responsible for establishing clear procedures for taking instructions from the IOs, progressing cases, informing the relevant IO of progress and maintaining case documentation and files in a professional manner. All conveyancing documentation must be prepared in strict accordance with the instructions provided by the relevant IO. The Provider must nevertheless incorporate provisions, statutory or otherwise, in the documentation in order to achieve the aims of and for the protection of the Authority. The Provider will be required to ensure that every transfer lease or underlease for a term exceeding 21 years recites the statutory power the

Authority is exercising to acquire or dispose of land or property as the case may be.

- 3.6. The Provider shall verify with the relevant IO for each transaction or class of transactions that proper authority exists to enter into each transaction upon which instructions are received on the terms proposed. The Provider shall familiarise itself with the Authority's Constitution and relevant procedures for that purpose. The MO or the relevant IO will supply these to the Provider and the MO will notify the Provider of any relevant changes that are made to the current scheme. When submitting documents for sealing or signature by the Director of Legal Services on behalf of the Authority, the Provider will be required to ensure that the relevant committee or Cabinet decision or delegated authority which provides authority for the transaction in question is cited. The Provider will be required to establish efficient procedures with the IOs so that the verification process is reliable but not unnecessarily bureaucratic.
- 3.7. Any Title Deeds and Leases still held by the Authority as Mortgagee and sent to the Provider via the relevant IOs must not be released to the Mortgagor or his/her Solicitors. Title Deeds and Leases must instead be retained until redemption of the mortgage takes place. The Provider shall keep an up-to-date register of all original Deeds and Leases which are received during the course of the work and their location. Original Deeds and Leases must be stored in fireproof cabinets or a strong room.
- 3.8. Title Deeds and Leases must be returned to the relevant IO when the case has been completed and all necessary registration effected, or earlier if the case is closed. Title Deeds, Leases and conveyancing files including all correspondence, so as to allow the Authority to deal with any future enquiries, must in any event be returned within three months unless the relevant IO gives express consent to their retention by the Provider.
- 3.9. The Provider will be responsible for advising the relevant IOs on a range of matters related to the cases they are instructed upon as part of that work. The Provider shall ensure through its own internal procedures that the advice requested and the advice given (including reasons for advice on particular courses of action) are documented and retained. Such documentation may be required by the MO to carry out a review of the advice provided by the Provider. The Authority reserves the right to inspect such documentation and files. The Provider shall keep all documentation for a period of at least 6 years from the termination or expiry of the Contract or (where this specifies a longer period) in accordance with Law Society guidelines and best professional practice.
- 3.10. It may be necessary for the Provider to attend the Authority's offices to meet with the DHCS (or their authorised representative), the MO and relevant IOs. Such meetings may, for example, be necessary to progress a problematic case. Where the Provider's Unit Price is to be paid for a case, no additional payment will be made to the Provider for attendance at such meetings.
- 3.11. The Provider shall supply information to and take any steps requested of it by the Director of Legal Services.

Receipt of Notices of Assignment, Charge, etc

- 3.12. The Authority will retain responsibility for the registration of all notices to the Authority such as assignment, charge or other dealing. Consequently, when

such a notice is received by the Provider, the Provider shall immediately forward it to a relevant IO together with the registration fee.

Authority's Access to Case Files

- 3.13. The Authority reserves the right for the DHCS (or their authorised representative), the MO, the relevant IOs and its internal and external auditors to examine case files upon 24 hours notice.
- 3.14. The DHCS (or their authorised representative), the MO and the IOs may also at any time require the Provider to send any case file and other relevant documentation, for example, in the case of a complaint, etc. without notice.

4. PERFORMANCE STANDARDS

- 4.1. The systems, procedures and staff of the Provider must be such that the Contract Standard, the requirements of the Contract Documents and the performance standards set out in this Specification can be achieved.
- 4.2. The Provider is obliged to have staff providing the Service whom is adequately trained, skilled and motivated to do the work. For clarification, it is essential for that purpose that this staff member has a thorough understanding of relevant legislation including the Housing Act 1985 (as amended), the Leasehold Reform Housing & Urban Development Act 1993 and the Local Government (Miscellaneous Provisions) Act 1982.
- 4.3. In addition, the Provider should have a system for keeping up-to-date legal reference material.
- 4.4. The Provider will be required to have clear internal quality control procedures to ensure effective quality management of work.
- 4.5. The Provider must have systems which generate records that can be used to verify quality and provide for effective management. The Provider shall also maintain an effective complaints handling procedure.

Timescales

- 4.6. The Provider should acknowledge in writing all instructions within 3 working days of receipt.
- 4.7. The Provider must be able to demonstrate that it has progressed cases expeditiously by chasing other parties by telephone, letter, fax and/or email (if appropriate) on a regular basis. A file note shall be kept of all telephone calls. The Provider shall conform to all timescales which are a statutory or a contractual requirement or a requirement of the relevant IO.
- 4.8. The Provider must appoint a Contract Manager (CM) who will be responsible for the overall management of the Contract and who will within three working days of receipt of instructions provide the relevant IO with a specific named Case Worker (CW) who will be responsible for the case.

Accessibility of the CW

- 4.9. The Provider shall ensure that CWs are accessible by telephone to the relevant IOs between 9.00am and 5.30pm on working days. Where the

named CW is not available, alternative staff should be available to answer queries and provide advice. Answer phone arrangements during the specified hours above are not acceptable. Advice must be given and considered in writing when required.

Progress and Information

- 4.10. The Provider will be required to keep the relevant IO apprised of progress on a case, for example, when a transaction is completed or an application withdrawn. The Provider will be required to develop standard forms for pre-completion notices and for notification of completion and withdrawal, the format and contents of which are to be agreed by the relevant IOs.

Completions

- 4.11. The Provider must comply with the process agreed between the Provider and the Authority as required by the ITT.

Performance Reports

- 4.12. For Case Type 18, the Provider will be required to provide the MO with a weekly report by email on all current live cases. These reports must be provided on Mondays (or the next working day should this be a bank holiday) and should include:
- a. all live cases and those closed in the preceding week;
 - b. stage reached and details of the progress made on each case (to include, for example, the fact that draft documents have been issued or that a completion date has been fixed);
 - c. comments on any delay (for example, which party is responsible for the delay);
 - d. notices served and/or received;
 - e. details on cases which should include comments as to whether there is a financial and/or reputational risk to the Authority;
 - f. details of cases aborted during the relevant month, including the date of cancellation and the reason why the case was aborted; and
 - g. details of the returned signed deeds and/or those likely to be completed in the following week.
- 4.13. The Provider will be required to provide the MO with a monthly report on all other current live cases by Case Type. These reports must be provided within five working days after the end of the relevant month and should include:
- h. all live cases and those closed in the preceding month;
 - i. stage reached and details of the progress made on each case (to include, for example, the fact that draft documents have been issued or that a completion date has been fixed);
 - j. comments on any delay (for example, which party is responsible for the delay);

- k. notices served and/or received;
- l. details on cases which should include comments as to whether there is a financial and/or reputational risk to the Authority;
- m. details of cases aborted during the relevant month, including the date of cancellation and the reason why the case was aborted (for example, expiry of section 141 notice under the Housing Act 1985, as amended, or on instruction by the purchaser); and
- n. details of the sales to be completed or likely to be completed the following month.

Billing

- 4.14. Billing must be in the form of monthly invoices and be accompanied by a Schedule of Work relating to each invoice. The Schedule of Work should show all cases completed or aborted in the relevant month (see also 4.17). Costs in accordance with the Pricing Table submitted by the Provider at ITT [the "Pricing Table"] will become payable on the completion or abortion of cases with no reduction for abortive cases.
- 4.15. The Provider will be required to quote the unique property reference or other reference numbers allocated by the Authority and specified on individual instruction sheets on any report or other correspondence relating to any particular case or cases, including those listed within the Schedule of Work.
- 4.16. The nature of reports required will require the Provider to operate a computerised Case Management System which is efficiently and accurately maintained so as to ensure the integrity of the performance information provided.
- 4.17. The Provider should submit one invoice for each calendar month with the relevant Schedule of Work attached. All bills must be submitted by the tenth of each month for payment in relation to the preceding month's completed and aborted cases. However, no invoice for work should be submitted any later than 10 working days after the quarter date following the completion or abortion of any case. For the purposes of this clause, time is of the essence. If this instruction requiring the timely submission of invoices is not complied with, the Authority is under no liability to pay the bill either at the time it is submitted or later. This is to facilitate compliance with statutory regulations governing the offsetting of certain costs against capital receipts.
- 4.18. All Schedules of Work should include the following details:
 - a. the unique case reference number for each case (as per 4.14);
 - b. the address against each case;
 - c. the case work type against each case (as per the Table of Case Types in Appendix A of this Schedule);
 - d. the name of the CW who dealt with each case; and either
 - e. the unit cost against each case designated as unit-costed as per the Pricing Table; or
 - f. the number of hours worked in that month against each case designated as hourly-rated as per the Pricing Table together with the cumulative total of hours worked for each of these cases for the preceding month(s) and the calculated total cost per case.

Monitoring of the Contract

- 4.19. The Provider must attend monitoring meetings every three months with the SDHCS (or their authorised representative) to discuss the operation of the Contract. In the early stages of the Contract or if problems arise subsequently, the Authority may require the Provider to attend more frequent meetings. No additional fees or expenses will be paid to the Provider for attendance at these meetings.
- 4.20. The prime responsibility for monitoring performance against the Contract will lie with the MO. He/she will report on a regular basis to the SDHCS (or their authorised representative). Complaints regarding the operation of the Contract will be passed to the MO.
- 4.21. The SDHCS's (or their authorised representative's) evaluation of performance will be assisted by reports from the MO and relevant IOs and the Provider's monthly reports on progress and performance. The Authority reserves the right for the SDHCS (or their authorised representative) and the MO to examine case files to review the quality of Service provided. At least 24 hours notice will be given to the Provider.
- 4.22. In addition, the MO will periodically report on the performance of the Provider to the Authority's cabinet, chief officers, scrutiny committees and/or such other bodies as may be required by the Authority. These reports will be discussed at the appropriate quarterly meeting with the Provider.

Responsibility to the Authority

- 4.23. The Provider's authority is the Authority and whilst the relevant IOs are authorised to issue instructions to the Provider, the Provider must always act in the best interests of the Authority as a whole. Accordingly, any instructions from the relevant IOs which appear to the Provider to be contrary to the Authority's interest must be drawn to the attention of the MO and the instructions of the latter on the matter in question will prevail.
- 4.24. If the Provider makes an error (such as using an incorrect form of lease or other standard form), the Provider shall immediately rectify the error at its own expense even if completion has been effected. This obligation shall endure notwithstanding the expiry or termination of the Contract.

5. FINANCIAL ARRANGEMENTS

Prices

- 5.1. The Unit Prices and Hourly Rates provided by the Provider in the Pricing Schedule will be fixed for the duration of the Contract whether or not that shall include the operation of the two optional extensions. The Authority will pay no other prices or rates.
- 5.2. The Unit Prices and Hourly Rates will be inclusive of all expenses in the provision of the Service other than the Recoverable Disbursements referred to below. The only Recoverable Disbursements (except where some are payable by the borrowers or lessees such as Stamp Duty Land Tax and Land

Registry fees which should be paid by the Borrower or Lessee on completion) are:

- Search Fees (Local Authority, Local Land Charges, Land Charges and Companies Registry);
 - Stamp Duty Land Tax;
 - Land Registry fees (registration, search and obtaining Official Copies of the Register of Entries and Filed Plans);
 - Registration Fees payable to the Authority's Superior Landlords; and
 - Counsel's fees, in the circumstances defined in 5.7.
- 5.3. The Provider shall not make any charge to the Authority or its tenants or any other person in respect of engrossment fees.
- 5.4. Payments for work charged on an hourly basis will only be made where the relevant IO has agreed to the work in advance and subject to a cost ceiling specified by the relevant IO. The Authority will not be liable for any expenditure beyond this cost ceiling unless it is agreed by the relevant IO and has been specified in advance. There shall be no charge for work that is required to be carried out by this Specification (other than such matters where such an individual hourly rate basis is agreed) other than the Unit Price and the Hourly Rates set out in the Pricing Table. This means that no additional charges may be made for, for example, the preparation of any report or attendance at meetings, whether before or after completion of a case (including after the end of the Contract Period).
- 5.5. Where any report is to be prepared, it must be sent to the relevant IO by the CM within five working days of receipt of instructions to prepare the report.

Completion or Termination of Contract

- 5.6. Upon expiry or termination of the Contract, the Authority reserves the right to do all or any of the following:
- where Hourly Rates are applicable, require the Provider to complete outstanding Cases on the terms and conditions of the Contract notwithstanding its expiry or termination for other purposes, or return the Cases to the Authority together with the file and relevant documentation; or
 - where Unit Prices are applicable:
 - a. require the Provider to complete outstanding Cases for the Unit Price prevailing at the date of instruction (in which case the terms of the Contract will continue to apply in relation to those cases until they are completed); or
 - b. require the Provider to return Cases to the Authority together with the files and all relevant documentation and to negotiate an agreed price to reflect the work carried out on the Cases and in the event that no agreement is reached to refer the determination of the price to the DHCS (or their authorised representative) who shall have regard to

relevant Unit Prices and the work carried out in determining a fair and reasonable price.

Payments and Responsibilities

- 5.7. Where the Unit Price is to be paid by the other party to the transaction, the Authority shall nonetheless pay the Provider the appropriate Unit Price as set out in the Pricing Table on completion or abortion and the Provider must obtain payment from the other party to the transaction at the earliest opportunity and must immediately upon receipt of those funds transmit them to the Authority in accordance with paragraph 5.9 below.
- 5.8. For work undertaken on the basis of Hourly Rates, payment shall be made for the number of hours provided in accordance with the Contract during the preceding month. Recoverable Disbursements as specified in 5.2 should be billed in arrears and included in the account sent to the relevant IO. Payment will be made by the Authority within two months of the Provider's submission of a relevant invoice to the relevant IO who will check and certify the correct amount to be paid.

Income

- 5.9. Monies that are due to the Authority (such as completion monies under Case Types 1-7, 9-12, 19, 21-22 and 28 to 31) must be remitted by telegraphic transfer to the Authority's bank account to arrive in the Authority's bank account within two working days of completion, at the latest. The Authority reserves the right to charge interest at a daily rate of 4% above the Bank of England's Base Rate for the time being on any completion monies received after this period. The Provider will be responsible for all Telegraphic Transfer/CHAPS fees levied by their bank for the transfer of these monies.

Financial Records

- 5.10. The Provider shall keep records of all transactions in a form acceptable to the Authority's auditors and shall give both the Authority's internal and external auditors full access at all times to all relevant records.

APPENDIX A

RESIDENTIAL CONVEYANCING SERVICES - CASE TYPES

INTRODUCTION

1. This Specification is designed to give the Provider a full understanding of the work involved in order that the Provider can make an accurate assessment of the staff time and skills required for each Case Type. The Provider is responsible for ensuring that all the necessary steps are taken and each Case is completed in accordance with the Conditions of Contract.
2. The Provider must be aware of the legislation and relevant requirements in respect of the Right to Buy and other local authority conveyancing. The Provider must also be aware that the relevant statutory power to acquire or dispose must be quoted for each acquisition or disposal save the grant of Leases for a term of 21 years or less. Where a specific consent to dispose has been given by the Secretary of State for Communities and Local Government (or any other relevant government department), a certified copy of the consent must be passed to the proposed Purchaser's/Lessee's Solicitor.
3. If a disposal falls within the General Consent (issued by Ministerial letter dated 2 June 1981 and as subsequently amended), this information should be passed to the proposed Purchaser's/Lessee's Solicitor quoting the relevant paragraph of the Consent.
4. The signing and sealing of documents will be carried out by the Director of Legal Services. The Provider shall ensure that documents are sent to the Director of Legal Services at least three weeks prior to completion and in accordance with such procedures as are specified to the Provider by the Director of Legal Services, the MO or the relevant IO.
5. Currently, Leases, Transfers and memorandums of staircasing sent to the Director of Legal Services for sealing must be accompanied by a completed REQUEST FOR A DOCUMENT TO BE SEALED/SIGNED FORM. A specimen form is in Appendix B. This form must be signed by both the CM and the CW. The Provider must ensure that the completed form is obtained from the relevant IO in good time. The Provider must ensure when sending this form to the Authority, in order to obtain the Authority's seal that the Provider completes correctly the section requesting the Authority's minutes for authorising sealing and must ensure that the form is with the Authority's legal department a full **five** working days before the date sealing is required, also allowing time for postage.
6. In most cases, the relevant IO will request the Provider to collect from the Purchaser, Lessee, Mortgagor, or other party as the case may be, various sums due to the Authority. These sums may include arrears of rent, insurance premiums, service charges, mortgage payments, discount repayment, administrative costs or other monies due to the Authority. The Provider is required to ensure that these sums are collected on or before completion. See above for arrangements for remittance of such funds to the Authority.
7. Completions under Case Types 1 to 4, 7, 8 and 19 to 22 are to take place on a Monday. If Monday is a bank or public holiday, the completion can be on the next working day. As soon as practical but not later than one calendar month after the start date of this Contract, the Provider will agree with the relevant IO a detailed process governing the notification of prospective completions and the

handling/transferring of completion monies. Without prejudice to the generality of the forgoing, the agreement will include the following matters: the layout and timing of the prospective completion notice (PCN) and the completion notifications (CN).

8. The PCN and CN will identify:

- a) Completion monies;
- b) Any revenue service charges;
- c) Any capital service charges;
- d) Any fees/administration costs;
- e) Any right to buy penalties;
- f) Any rent outstanding;
- g) The transfer and method of payment of monies.

9. In respect of each relevant Case, the Provider shall arrange for the appropriate Stamp Duty Land Tax to be paid (or appropriate undertaking or assurance to be obtained from purchaser's Solicitor) within the statutory time limit on all relevant documents and counter-part documents and, where appropriate, arrange for registration of deeds and covenants as Local Land Charges. If any penalties are incurred resulting from the late payment thereof, these will be met by the Provider.

10. Also within the statutory time limits, the Provider shall arrange for relevant transactions to be registered at HM Land Registry or shall arrange for an appropriate undertaking or assurance to be obtained from the Purchaser's Solicitor for such registration.

11. The Provider shall deal with all requisitions raised by HM Land Registry within two working days of receipt of such requisitions(s) or of receipt of instructions from the relevant IO.

12. On completion of any registration of any transaction, the Provider shall check that the correct entries have been made in the Registers of the Title – in particular, the registration of the Authority's charge in relation to discount.

13. The Provider is required to respond to all correspondence in a timely manner and to chase for responses from the Purchaser or other side or third party where a response is not received within an appropriate timescale.

14. The Provider is required to notify the relevant IO of the following:-

- a) Delay in progressing or completing the matter (in particular, delay by the Purchaser or third party or other side);
- b) Any issues or difficulties identified in the instructions supplied;
- c) Issues arising on the draft documentation which require comment or instructions; and
- d) In dealing with replies to preliminary enquiries and requisitions on title, the Provider is required to request any further information needed from the IO and to respond promptly to such enquiries.

FEES

Unit costed work:

1. On receipt of all instructions, all matters shall be paid in full. Therefore, any matter which is aborted will be paid in full.

Hourly rated:

2. Where a case is hourly rated, these will be paid upon receipt of monthly bills as set out in the Specification above, the Terms and Conditions and attachments sent to the relevant IO for agreement.

TABLE OF CASE TYPES

Case type		Unit Price or Hourly Rate	GBP(£)
1	Right to Buy – Leasehold Sale	Unit Price	*
2	Right to Buy – Underlease	Unit Price	*
3	Right to Buy – Freehold Sale	Unit Price	*
4	Right to Buy – Lease of House	Unit Price	*
5	Voluntary Disposals	Hourly Rate	*
6	Voluntary Disposals Staircasing	Hourly Rate	*
7	Ad Hoc Disposals (Sale of Additional Land – Housing Act 1985, as amended)	Unit Price	*
8	Buy Back of Properties	Unit Price	*
9	Social HomeBuy	Unit Price	*
10	Social HomeBuy Staircasing	Unit Price	*
11	Rent to Mortgage Staircasing/Redemption	Unit Price	*
12	Right to a Shared Ownership Lease Staircasing	Unit Price	*
13	Equity Shares (Housing & Regeneration Act 2008)	Unit Price	*
14	Equity Shares Staircasing	Unit Price	*
15	Cash Incentive Charge / Discharge	Unit Price	*
16	Mandatory Service Charge Loan	Unit Price	*
17	Redemption of Mandatory Service Charge Loan	Unit Price	*
18	Voluntary Service Charge Loan	Unit Price	*
19	Redemption of Voluntary Service Charge Loan	Unit Price	*
20	Equity Loan	Unit Price	*
21	Redemption of Equity Loan	Unit Price	*
22	Redemption of Discount Charge	Unit Price	*
23	Transfer of Equity (Discount Repayment Period)	Unit Price	*
24	Licence for Alterations	Unit Price	*
25	Lease Extensions (Leasehold Reform Housing & Urban Development Act 1993)	Unit Price	*
26	Deeds of Rectification	Unit Price	*
27	Deeds of Variation	Unit Price	*
28	Collective Enfranchisement (Leasehold Reform Housing & Urban Development Act 1993)	Hourly Rate	*
29	Collective Enfranchisement Leaseback (Leasehold Reform Housing & Urban Development Act 1993)	Hourly Rate	*
30	Sale of Freehold Reversionary Interests (Voluntary Disposal – Housing Act 1985, as amended)	Unit Price	*
31	Individual Enfranchisement of Houses (Leasehold Reform Act 1967)	Hourly Rate	*
32	General Residential Conveyancing Advice/Additional Work	Hourly Rate	*

*Unit Prices/Hourly Rates shall be inserted when the Contract has been awarded and shall reflect the offers quoted in the Pricing Schedule as submitted by the successful Provider as a part of their Tender.

CASE TYPE 1

RIGHT TO BUY – LEASEHOLD SALE

NATURE OF WORK

The Authority has a duty under Part V of the Housing Act 1985 (as amended) to dispose of flats on a leasehold basis under the Right to Buy Scheme. A standard form of lease is used and amendments to the standard form are not normally accepted (the Authority is under a duty to sell flats “of a similar type on substantially the same basis”). Amendments to the standard form of lease are to be referred to the IO for approval.

Answers to enquiries before contract and requisitions shall be in the standard form prescribed by the Authority or approved by the IO.

Whenever the Supplier receives a delay notice served by a tenant under the relevant provisions of the Housing Act 1985 (as amended), the Supplier shall immediately serve the appropriate counter-notice (after taking instructions from the IO, except in cases where it is clear that no such instructions are needed in order for the Supplier to serve the counter-notice). In all cases the appropriate counter-notice shall be served as soon as practicable after receipt of the delay notice by the Supplier.

REQUIRED STEPS/PERFORMANCE STANDARDS

1. Investigate the Authority's title including where appropriate, investigating any rights affecting the property granted by leases, etc, of neighbouring Authority property.
2. Issue the draft lease, any other relevant documents required and deduce the title in the case of unregistered titles, including the Statutory Certificate of Title Procedure.
3. Ensure that the proposed lease meets the statutory requirements of the Housing Act 1985 (as amended), in particular, ensuring that the proposed term is correct and that the date from which the term is to be computed is also correct, advising the IO if the Supplier is not satisfied on any of these matters.
4. Reply to all title enquiries and requisitions.
5. Obtain a clear bankruptcy search against each of the purchasers for the purpose of S121(2)(a) of the Housing Act 1985 (as amended).
6. Complete the sale. Completions must only take place on Mondays except where a Monday is a Bank Holiday when completion may take place on the following Tuesday, provided it is a working day.
7. Despatch the documents to the Purchaser's Solicitor on the day of completion.
8. On completion of the matter, notify the IO.

FEES

Unit costed work:

On receipt of all instructions, all matters shall be payable in full including any that become abortive.

CASE TYPE 2

RIGHT TO BUY – UNDERLEASE

NATURE OF WORK

The Authority has a duty under Part V of the Housing Act 1985 (as amended) to dispose of flats on a leasehold basis under the Right to Buy Scheme. A standard form of lease is used and amendments to the standard form are not normally accepted (the Authority is under a duty to sell flats “of a similar type on substantially the same basis”. Amendments to the standard form of lease are to be referred to the IO for approval.

Answers to enquiries before contract and requisitions shall be in the standard form prescribed by the Authority or approved by the IO.

Whenever the Supplier receives a delay notice served by a tenant under the relevant provisions of the Housing Act 1985 (as amended), the Supplier shall immediately serve the appropriate counter-notice (after taking instructions from the IO, except in cases where it is clear that no such instructions are needed in order for the Supplier to serve the counter-notice). In all cases the appropriate counter-notice shall be served as soon as practicable after receipt of the delay notice by the Supplier.

REQUIRED STEPS/PERFORMANCE STANDARDS

1. Investigate the Authority's title including where appropriate, investigating any rights affecting the property granted by leases, etc, of neighbouring Authority property.
2. Issue the draft lease, any other relevant documents required and deduce the title in the case of unregistered titles, including the Statutory Certificate of Title Procedure.
3. Ensure that the proposed lease meets the statutory requirements of the Housing Act 1985 (as amended), in particular, ensuring that the proposed term is correct and that the date from which the term is to be computed is also correct, advising the IO if the Supplier is not satisfied on any of these matters.
4. Reply to all title enquiries and requisitions.
5. Obtain a clear bankruptcy search against each of the purchasers for the purpose of S121(2)(a) of the Housing Act 1985 (as amended).
6. Complete the sale. Completions must only take place on Mondays except where a Monday is a Bank Holiday when completion may take place on the following Tuesday, provided it is a working day.
7. Despatch the documents to the Purchaser's Solicitor on the day of completion.
8. On completion of the matter, notify the IO.

FEES

Unit costed work:

On receipt of all instructions, all matters shall be payable in full including any that become abortive.

CASE TYPE 3

RIGHT TO BUY – FREEHOLD SALE

NATURE OF WORK

The Authority has a duty to dispose of houses to Authority tenants by way of freehold transfer under the Right to Buy legislation contained in the Housing Act 1985 Part V (as amended). A standard form of transfer is used which the Authority would only expect to be amended to meet the circumstances of each property but not further amended in negotiations with the Purchaser's Solicitor. If the Supplier wishes to agree to any substantive amendments to the standard transfer, such proposed amendments must be referred to the IO for approval.

All answers to enquiries and requisitions shall be in the standard form prescribed by the Authority or approved by the IO.

Whenever the Supplier receives a delay notice served by a tenant under the relevant provisions of the Housing Act 1985 (as amended), the Supplier shall immediately serve the appropriate counter-notice (after taking instructions from the IO, except in cases where it is clear that no such instructions are needed in order for the Supplier to serve the counter-notice). In all cases the appropriate counter-notice shall be served as soon as practicable after receipt of the delay notice by the Supplier.

REQUIRED STEPS/PERFORMANCE STANDARDS

1. Investigate the Authority's title including where appropriate, investigating any rights affecting the property granted by leases, etc, of neighbouring Authority property.
2. Issue the draft transfer, any other relevant documents required and deducing title in the case of unregistered titles including the Statutory Certificate of Title Procedure.
3. Ensure that the proposed transfer meets the statutory requirements of the Housing Act 1985 (as amended).
4. Reply to all title enquiries and requisitions.
5. Obtain a clear bankruptcy search against each of the purchasers for the purpose of S121(2)(a) of the Housing Act 1985 (as amended).
6. Complete the sale. Completions must only take place on Mondays except where a Monday is a Bank Holiday when completion may take place on the following Tuesday, provided it is a working day.
7. Despatch the documents to the Purchaser's Solicitor on the day of completion.
8. On completion of the matter, notify the IO.

FEES

Unit costed work:

On receipt of all instructions, all matters shall be payable in full including any that become abortive.

CASE TYPE 4

RIGHT TO BUY – LEASE OF HOUSE

NATURE OF WORK

The Authority has a duty under Part V of the Housing Act 1985 (as amended) to dispose of houses on a leasehold basis under the Right to Buy Scheme. A standard form of lease is used and amendments to the standard form are not normally accepted (the Authority is under a duty to sell houses “of a similar type on substantially the same basis”. Amendments to the standard form of lease are to be referred to the IO for approval.

Answers to enquiries before contract and requisitions shall be in the standard form prescribed by the Authority or approved by the IO.

Whenever the Supplier receives a delay notice served by a tenant under the relevant provisions of the Housing Act 1985 (as amended), the Supplier shall immediately serve the appropriate counter-notice (after taking instructions from the IO, except in cases where it is clear that no such instructions are needed in order for the Supplier to serve the counter-notice). In all cases the appropriate counter-notice shall be served as soon as practicable after receipt of the delay notice by the Supplier.

REQUIRED STEPS/PERFORMANCE STANDARDS

1. Investigate the Authority’s title including where appropriate, investigating any rights affecting the property granted by leases, etc, of neighbouring Authority property.
2. Issue the draft lease, any other relevant documents required and deducing title in the case of unregistered titles including the Statutory Certificate of Title Procedure.
3. Ensure that the proposed lease meets the statutory requirements of the Housing Act 1985 (as amended), in particular, ensuring that the proposed term is correct and that the date from which the term is to be computed is also correct, advising the IO if the Supplier is not satisfied on any of these matters.
4. Reply to all title enquiries and requisitions.
5. Obtain a clear bankruptcy search against each of the purchasers for the purpose of S121(2)(a) of the Housing Act 1985 (as amended).
6. Complete the sale. Completions must only take place on Mondays except where a Monday is a Bank Holiday when completion may take place on the following Tuesday, provided it is a working day.
7. Despatch the documents to the Purchaser’s Solicitor on the day of completion.
8. On completion of the matter, notify the IO.

FEES

Unit costed work:

On receipt of all instructions, all matters shall be payable in full including any that become abortive.

CASE TYPE 5

VOLUNTARY DISPOSALS

NATURE OF WORK

To deal with the sale of flats and houses pursuant to S32 of the Housing Act 1985 (as amended) and the pursuant prevailing General Consents or under any Specific Consent granted by the Secretary of State. There will be the four main groups of sales (which will usually, but not exclusively, be flats):-

- a. Where a lease sold under Part V of the Housing Act 1985 (as amended) exists and the Authority has given consent in principle to the leaseholder to carry out structural alterations to the property formalised by way of a surrender of the existing lease and the granting of a voluntary lease which transfers ongoing responsibility for the repair and maintenance of the altered parts to the leaseholder; and
- b. Empty properties where the repairing costs are unaffordable to the Authority. The transfer may contain specific covenants and obligations to refurbish the unit within a specific time frame; and
- c. New properties which the Authority has built or acquired and is selling on outright, shared ownership or shared equity terms; and
- d. Special schemes, e.g. shared ownership or shared equity sales of existing Authority property to specific priority groups, surrender of an existing lease and the regrant of a voluntary lease which demands fixed rather than variable service charges..

REQUIRED STEPS/PERFORMANCE STANDARDS

1. Investigate the Authority's title including where appropriate, investigating any rights affecting the property granted by leases, etc, of neighbouring Authority property.
2. Issue the draft lease, any other relevant documents required and deducing title in the case of unregistered titles including the Statutory Certificate of Title Procedure.
3. Ensure that the proposed lease meets the statutory requirements of the Housing Act 1985 (as amended), in particular, ensuring that the proposed term is correct and that the date from which the term is to be computed is also correct, advising the IO if the Supplier is not satisfied on any of these matters.
4. Reply to all title enquiries and requisitions.
5. Obtain a clear bankruptcy search against each of the purchasers for the purpose of S121(2)(a) of the Housing Act 1985 (as amended).
6. Complete the sale. Completions must only take place on Mondays except where a Monday is a Bank Holiday when completion may take place on the following Tuesday, provided it is a working day.
7. Despatch the documents to the Purchaser's Solicitor on the day of completion.
8. On completion of the matter, notify the IO.

FEES

Hourly rated work:

On receipt of all instructions, all matters shall be payable in full including any that become abortive.

CASE TYPE 6

VOLUNTARY DISPOSALS STAIRCASING

NATURE OF WORK

Dealing with the purchase of additional shares by Leaseholders who have purchased property on shared ownership or shared equity terms via a Voluntary Disposal (as described under Case Type 5) in order to increase their ownership level or to buy out the Authority's share in full.

Staircasing may (but not necessarily) attract a discount from the market valuation of the portioned percentage being purchased. However, where the staircasing is final and adjunct to the sale of the property, caution must be exercised where this may trigger any repayment of discount.

Costs and disbursements are to be paid in accordance with the provisions of individual leases and/or legislative requirements.

REQUIRED STEPS/PERFORMANCE STANDARDS

1. Ascertain the valuation date, valuation figure and portioned percentage to be purchased from the IO if not already provided.
2. Issue the memorandum of staircasing/final staircasing and any other relevant documents required, paying particular attention to the calculation of the new specified rent (if appropriate) and the applicable discount entitlement in relation to the portioned percentage to be purchased (if appropriate), especially where it is not the first instance of staircasing.
3. Where the staircasing is final and adjunct to the sale of the property, to confirm with the IO the quantity of any discount repayment penalty.
4. Reply to all enquiries and requisitions.
5. Ensure engrossed documents have been sealed and returned.
6. Ensure service charges and any applicable equity rent are paid up to date or collect any sums owing.
7. Complete the sale, dispatching documents to the Leaseholder's Solicitor on the day of completion.
8. On completion of the matter, notify the IO.

FEES

Hourly rated work:

On receipt of all instructions, all matters shall be payable in full including any that become abortive.

CASE TYPE 7

AD HOC DISPOSALS (SALE OF ADDITIONAL LAND)

NATURE OF WORK

Purchasers who have exercised their Right to Buy may wish to purchase additional pieces of land such as a garden or loft space. These voluntary sales are outside the Right to Buy provisions of the Housing Act 1985 (as amended).

Generally, the need for exchange of contracts will be dispensed with and the sale will proceed straight to completion. There will be no statutory discount from the sale price and the purchaser will be required to pay the Authority's legal costs of the sale.

Completion is to be notified to the IO and copies of the transfer deed and any other relevant documentation is to be sent to the IO on completion of the case.

The Transferee/Leaseholder will be required to pay the Authority's costs and disbursements in connection with the transaction.

REQUIRED STEPS/PERFORMANCE STANDARDS

1. Investigate the Authority's title including where appropriate, investigating any rights affecting the property granted by leases, etc, of neighbouring Authority property.
2. Ensure that statutory powers exist for the disposal and that the transaction proposed falls within those powers and advise the IO if the Supplier is not satisfied on this matter.
3. Ensure that all necessary Authority Committee approval has been obtained and that such authority or approval is sufficient for the disposal.
4. Ensure that all necessary consents have been obtained and are sufficient for the disposal (whether for the Secretary of State for the Environment or otherwise) and apply for any necessary consents which have not already been obtained.
5. Advise the IO on any relevant Local Government finance matters relating to the disposal (whether concerning Capital Receipts, District Auditor's requirements or otherwise) and advise generally on Value Added Tax, Stamp Duty Land Tax and any other financial implications of the disposal.
6. Issue the draft documents required and deduce title in the case of unregistered titles including the Statutory Certificate of Title Procedure.
7. Reply to all title enquiries and requisitions.
8. Agree the documentation.
9. Complete the sale.
10. Despatch documents to the Purchaser's Solicitor on the day of completion.
11. On completion of the matter, notify the IO.

FEES

Unit costed work:

On receipt of all instructions, all matters shall be payable in full including any that become abortive.

Hourly rated:

Where a case is hourly rated, these will be paid upon receipt of monthly bills and attachments sent to the IO for agreement.

CASE TYPE 8

BUY BACK OF PROPERTIES

NATURE OF WORK

In certain circumstances, the Authority may wish to repurchase certain properties which were originally sold under the right to buy, social homebuy or as a type of voluntary disposal.

The Authority may wish to exercise its right of pre-emption or may agree to repurchase a property under its Hardship Repurchase scheme to assist resident leaseholders at risk of losing their homes.

Where the interest to be acquired is a leasehold interest, this will be dealt with as a surrender to the Authority.

In some areas, a voluntary charge will be taken over the property to ensure service charge debt until the repurchase takes place.

REQUIRED STEPS/PERFORMANCE STANDARDS

1. Contact the Leaseholder's Solicitor to obtain title details and investigate the title to be transferred/surrendered.
2. Issue the draft Transfer or Deed of Surrender.
3. Issue the draft undertaking to cover outstanding service charge liability.
4. Ensure that any mortgages over the property will be redeemed at completion of the Transfer.
5. Complete the acquisition. Stamp and register the Transfer, submitting title documents to the Strategic Director of Communities, Law and Governance.
6. On completion, notify the IO.

FEES

Unit costed work:

On receipt of all instructions, all matters shall be payable in full including any that become abortive.

CASE TYPE 9

SOCIAL HOMEBUY

NATURE OF WORK

Dealing with sales in accordance with the statutory powers pursuant to S32 of the Housing Act 1985 (as amended) and the pursuant prevailing General Consents or the Specific

Consents granted to the Authority by the Secretary of State; Authority policy; procedures as compiled by the Authority; and, in accordance with statutory regulations governing capital receipts.

REQUIRED STEPS/PERFORMANCE STANDARDS

1. Investigate the Authority's title including where appropriate, investigating any rights affecting the property granted by leases, etc, of neighbouring Authority property.
2. Issue the draft lease, any other relevant documents required and deducing title in the case of unregistered titles including the Statutory Certificate of Title Procedure.
3. Ensure that the proposed lease meets the statutory requirements of the Housing Act 1985 (as amended) and the specific consents, in particular, ensuring that the proposed term is correct and that the date from which the term is to be computed is also correct; and, the calculation of the landlord's share and associated calculations are correct (if appropriate), advising the IO if the Supplier is not satisfied on any of these matters.
4. Reply to all title enquiries and requisitions.
5. Obtain a clear bankruptcy search against each of the purchasers for the purpose of S121(2)(a) of the Housing Act 1985 (as amended).
6. Complete the sale. Completions must only take place on Mondays except where a Monday is a Bank Holiday when completion may take place on the following Tuesday, provided it is a working day.
7. Despatch the documents to the Purchaser's Solicitor on the day of completion.
8. On completion of the matter, notify the IO.

FEES

Unit costed work:

On receipt of all instructions, all matters shall be payable in full including any that become abortive.

CASE TYPE 10

SOCIAL HOMEBUY STAIRCASING

NATURE OF WORK

Dealing with the purchase of additional shares by Leaseholders who have purchased property via Social HomeBuy to increase their ownership level or to buy out the Authority's share in full.

Staircasing under Social HomeBuy will attract a discount from the market valuation of the portioned percentage being purchased. However, where the staircasing is final and adjunct to the sale of the property, caution must be exercised where this may trigger any repayment of discount.

All costs and disbursements are to be paid by the Authority except those in relation to valuation.

REQUIRED STEPS/PERFORMANCE STANDARDS

9. Ascertain the valuation date, valuation figure and portioned percentage to be purchased from the IO if not already provided.
10. Issue the memorandum of staircasing/final staircasing and any other relevant documents required, paying particular attention to the calculation of the new specified rent (if appropriate) and the applicable discount entitlement in relation to the portioned percentage to be purchased, especially where it is not the first instance of staircasing.
11. Where the staircasing is final and adjunct to the sale of the property, to conSupplier with the IO the quantity of any discount repayment penalty.
12. Reply to all enquiries and requisitions.
13. Ensure engrossed documents have been sealed and returned.
14. Ensure service charges and equity rent are paid up to date or collect any sums owing.
15. Complete the sale, dispatching documents to the Leaseholder's Solicitor on the day of completion.
16. On completion of the matter, notify the IO.

FEES

Unit costed work:

On receipt of all instructions, all matters shall be payable in full including any that become abortive.

CASE TYPE 11

RENT TO MORTGAGE STAIRCASING/REDEMPTION (LEASEHOLD REFORM, HOUSING & URBAN DEVELOPMENT ACT 1993)

NATURE OF WORK

Dealing with staircasing or the redemption of the Authority's share relevant to properties disposed of under the Right to Acquire on Rent to Mortgage Terms (abolished since 2005). A mortgage secures the Authority's share. In the case of staircasing, this must be varied and in the case of redemption, it must be discharged.

A standard variation of charge or discharge form is to be used, although this may need to be modified in some cases, for example, where the charge was created by a predecessor in title.

All costs and disbursements are to be paid by the Authority except where the Mortgagor has employed the services of their own independent valuer where this particular cost will be borne by the Mortgagor directly.

REQUIRED STEPS/PERFORMANCE STANDARDS

1. Ascertain the valuation date, valuation figure and portioned percentage to be purchased from the IO if not already provided.
2. Issue the memorandum of staircasing/final staircasing and any other relevant documents required, paying particular attention to the calculation of any applicable discount entitlement in relation to the portioned percentage to be purchased, especially where it is not the first instance of staircasing.
3. Reply to all enquiries and requisitions.
4. Ensure engrossed documents have been sealed and returned.
5. Ensure service charges are paid up to date or collect any sums owing.
6. Complete the sale, dispatching documents to the Mortgagor's Solicitor on the day of completion.
7. On completion of the matter, notify the IO.

FEES

Unit costed work:

On receipt of all instructions, all matters shall be payable in full including any that become abortive.

CASE TYPE 12

RIGHT TO A SHARED OWNERSHIP LEASE STAIRCASING

NATURE OF WORK

Dealing with staircasing or the redemption of the Authority's share relevant to properties disposed of under the Right to a Shared Ownership Lease (abolished since 1993).

A standard variation of charge or discharge form is to be used, although this may need to be modified in some cases, for example, where the charge was created by a predecessor in title.

All costs and disbursements are to be paid by the Authority.

REQUIRED STEPS/PERFORMANCE STANDARDS

1. Ascertain the valuation date, valuation figure and portioned percentage to be purchased from the IO if not already provided.
2. Issue the memorandum of staircasing/final staircasing and any other relevant documents required, paying particular attention to the calculation of the new specified rent (if appropriate) and the applicable discount entitlement in relation to the portioned percentage to be purchased, especially where it is not the first instance of staircasing.
3. Reply to all enquiries and requisitions.
4. Ensure engrossed documents have been sealed and returned.
5. Ensure service charges and equity rent are paid up to date or collect any sums owing.
6. Complete the sale, dispatching documents to the Leaseholder's Solicitor on the day of completion.
7. On completion of the matter, notify the IO.

FEES

Unit costed work:

On receipt of all instructions, all matters shall be payable in full including any that become abortive.

CASE TYPE 13

EQUITY SHARES (HOUSING ACT 1985, as amended)

NATURE OF WORK

Under the provisions of S450d of the Housing Act 1985 (as inserted by S309 of the Housing & Regeneration Act 2008), the Authority is able to repurchase a percentage share of a leasehold property in lieu of and up to the value of capital service charges payable.

The Supplier deals with the surrender of the original lease and the regrant of a shared ownership lease which must coincide.

All costs and disbursements are to be paid by the Authority.

REQUIRED STEPS/PERFORMANCE STANDARDS

1. Ascertain the valuation date, valuation figure and portioned percentage to be repurchased from the IO if not already provided.
2. Contact the Leaseholder's Solicitor to obtain title details and investigate the title to be surrendered and regranted.
3. Issue the draft Deed of Surrender.
4. Ensure that the proposed Purchase of Equitable Interest Lease meets the statutory requirements of the Housing Act 2005 (as amended) and any other relevant legislation, in particular, ensuring that the proposed term is correct and that the date from which the term is to be computed is also correct; and the calculation of the landlord's share and associated calculations are correct, advising the IO if the Supplier is not satisfied on any of these matters.
5. Ensure that any mortgages over the property will be redeemed or transferred on completion of the surrender and regrant and/or that the Leaseholder has a valid mortgage offer to repay those mortgages in full, including any redemption penalties that may be applicable.
6. Ensure that, should the Leaseholder require any mortgage to be registered against the regranted lease and the transaction falls within a discount repayment period, appropriate consent to postpone the charge registered under S155/6 (Housing Act 1985, as amended) has been obtained from the IO.
7. Complete the surrender and regrant.
8. Despatch the documents to the Purchaser's Solicitor on the day of completion.
9. On completion of the matter, notify the IO and send copies/counterparts of all relevant documentation.

FEES

Unit costed work:

On receipt of all instructions, all matters shall be payable in full including any that become abortive.

CASE TYPE 14

EQUITY SHARES STAIRCASING (HOUSING ACT 1985, as amended)

NATURE OF WORK

Dealing with redemption as a result of effecting the provisions of S450d of the Housing Act 1985 (as inserted by S309 of the Housing & Regeneration Act 2008) as described under Case Type 12.

There will be circumstances when the share originally purchased by the Authority in lieu of payment of capital service charge liabilities will be redeemed. The Leaseholder can choose to redeem at any time or redemption will be triggered by reassignment of the lease. Either way, the share must be redeemed in full.

All costs and disbursements are to be paid by the Authority.

REQUIRED STEPS/PERFORMANCE STANDARDS

1. Ascertain the valuation date, valuation figure and percentage to be repurchased from the IO if not already provided.
2. Issue the memorandum of final staircasing and any other relevant documents required.
3. Ensure that, should the Leaseholder require any mortgage/further mortgage to be registered against the lease and the transaction falls within a discount repayment period, appropriate consent to postpone the charge registered under S155/6 (Housing Act 1985, as amended) has been obtained from the IO.
4. Reply to all enquiries and requisitions.
5. Ensure engrossed documents have been sealed and returned.
6. Ensure service charges and rent are paid up to date or collect any sums owing.
7. Complete the sale, dispatching documents to the Leaseholder's Solicitor on the day of completion.
8. On completion of the matter, notify the IO.

FEES

Unit costed work:

On receipt of all instructions, all matters shall be payable in full including any that become abortive.

CASE TYPE 15

CASH INCENTIVE CHARGE / DISCHARGE

NATURE OF WORK

The Authority is empowered to facilitate the transfer of secure tenants from the public to the private housing sector by way of a cash grant under S129 (Housing Act 1988, as amended) and Cabinet approval of the current policy. The grant must be secured by way of a mortgage for a period of five years unless the Supplier is expressly instructed otherwise.

Unless instructed otherwise, the Supplier will be required to secure the charge by way of the use of a standard mortgage deed. Any request for amendment must be referred to the IO.

In addition, the Supplier will be required to undertake redemption and discharge of mortgage as and when necessary or required.

Redemption will be via standard discharge form. The Mortgagor will be required to pay the Authority's costs and disbursements.

In connection with the discharge of charge, the Supplier will be required to prepare the appropriate form of discharge and to apply to HM Land Registry to remove the charge from the Register.

Where the removal of the charge is requested by the Lessee/Transferee, such parties will be required to pay the Authority's costs and disbursements in full.

REQUIRED STEPS/PERFORMANCE STANDARDS

Charge:

1. Investigate the Mortgagor's title and report in writing on the title to the IO.
2. Issue the draft mortgage deed to the Mortgagor or the Mortgagor's Solicitor.
3. Agree the documentation.
4. Obtain an undertaking from the Mortgagor's Solicitor as to the execution and registration of the mortgage deed and advise the IO.
5. Notify the Mortgagor or the Mortgagor's Solicitor of the requirement to pay the statutory contribution to the Authority's costs.
6. Following registration at HM Land Registry, send a copy of the Title to the IO.

Discharge:

1. Ascertain the redemption date and request the redemption figure (if appropriate) from the IO if not already notified.
2. Draft and engross the discharge form and advise the Mortgagor of the amount required to redeem, supplying the Authority's bank details.
3. Ensure engrossed documents have been sealed and returned.

4. Carry out all necessary searches.
5. Notify the IO when completion monies are sent.
6. Complete by telephone, prepare the schedule of documents and forward them to the Mortgagor or their Solicitor (or other appropriate recipient) by DX or recorded delivery and obtain a receipt.
7. Advise the IO of completion.

FEES

Unit costed work:

On receipt of all instructions, all matters shall be payable in full including any that become abortive.

CASE TYPE 16

MANDATORY SERVICE CHARGE LOAN

NATURE OF WORK

The Authority is under a statutory duty by virtue of the provisions of Section 5 of the Housing and Planning Act 1986 and the Regulations made under that section to grant service charge loans to Leaseholders who hold leases which have been granted under the Right to Buy, subject to conditions contained within the Regulations. A standard form of mortgage deed will be used and no amendments will be made to meet individual circumstances. If any Mortgagor seeks to insist on substantive amendments to the standard form of mortgage deed, these are to be referred to the IO.

REQUIRED STEPS/PERFORMANCE STANDARDS

1. Investigate the Mortgagor's leasehold title and report in writing on the title to the IO.
2. Issue the draft mortgage deed to the Mortgagor or the Mortgagor's Solicitor.
3. Advise the IO on any relevant legislation relating to the recovery of the cost of the works, the giving of the loan or the taking of the security by way of mortgage.
4. Reply to all enquiries.
5. Agree documentation.
6. Notify the Mortgagor or the Mortgagor's Solicitor of the requirement to pay the statutory contribution to the Authority's costs.
7. Complete the mortgage deed and notify the Mortgagor or the Mortgagor's Solicitor in writing of completion.
8. Following registration at HM Land Registry, send a copy of the Title to the IO.

FEES

Unit costed work:

On receipt of all instructions, all matters shall be payable in full including any that become abortive.

CASE TYPE 17

REDEMPTION OF MANDATORY SERVICE CHARGE LOAN

NATURE OF WORK

The Authority has mortgages securing loans to purchasers under the Right to Buy Scheme which may be redeemed by repayment of the loan (for example, on sale), by the passing of time or on remortgage to another Mortgagee. The Authority also has mortgages arising under its service charge loan scheme which may be redeemed by repayment or on remortgage.

A standard discharge form is to be used, although this may need to be modified in some cases, for example, where the mortgage was created by a predecessor in title.

The Mortgagor will be required to pay the Authority's costs and disbursements in connection with the transaction.

REQUIRED STEPS/PERFORMANCE STANDARDS

1. Ascertain the redemption date and request a redemption figure (if appropriate) from the IO if not already notified.
2. Draft and engross the discharge form and advise the Mortgagor of the amount required to redeem, supplying the Authority's bank details.
3. Ensure engrossed documents have been sealed and returned.
4. Carry out all necessary searches.
5. Notify the IO when completion monies are sent.
6. Complete by telephone, prepare the schedule of deeds and forward them to the Mortgagor or their Solicitor (or other appropriate recipient) by DX or recorded delivery and obtain a receipt.
7. Advise the IO of completion.

FEES

Unit costed work:

On receipt of all instructions, all matters shall be payable in full including any that become abortive.

CASE TYPE 18

DISCRETIONARY / VOLUNTARY SERVICE CHARGE LOAN

NATURE OF WORK

The Housing and Planning Act 1986 amended the Housing Act 1985 to provide local authorities with the power to grant loans in respect of service charges. The legislation provides two service charge loan schemes which include a discretionary loan. This gives local authorities the power to grant loans either to help leaseholders who do not comply with the mandatory rules or to 'top up' mandatory loans which do not cover the whole amount of the service charge being demanded.

We subscribe to S450b of the act to issue our loans under the discretionary powers. To offer the voluntary service charge loan (payment of the capital and interest to be paid upon the sale or assignment of the property) we also use section 450A,B & C of the Housing Act 1985 (Housing (Service Charge Loans) Regulations 1992). The loan is secured on the leasehold title by way of legal mortgage

REQUIRED STEPS/PEFORMANCE STANDARDS

1. Investigate the Mortgagor's leasehold title and report in writing on the title to the IO.
2. Issue the draft mortgage deed to the Mortgagor or the Mortgagor's Solicitor.
3. Advise the IO in writing that the deed has been produced and sent out (5 working days after receipt of email instruction).
4. Advise the IO on any relevant legislation relating to the recovery of the cost of the works, the giving of the loan or the taking of the security by way of mortgage.
5. Reply to all enquiries.
6. Agree documentation.
7. Notify the Mortgagor or the Mortgagor's Solicitor of the requirement to pay the statutory contribution to the Authority's costs.
8. Complete the mortgage deed and notify the Mortgagor or the Mortgagor's Solicitor in writing of completion.
9. Notify the IO of any failure to return the signed deed after 10 working days of sending out the documents to be signed and returned.
10. Notify the IO of any subsequent chaser letters to returned unsigned deeds on the 1st of the month for the letters sent in the previous month.
11. Confirm with IO that the deed is ready for registration within 5 working days of receiving the said deed from the customer.
12. Following registration at HM Land Registry, send a copy of the Title to the IO within 5 working days of registration.

FEES

Unit costed work:

On receipt of all instructions, all matters shall be payable in full including any that become abortive.

CASE TYPE 19

REDEMPTION OF DISCRETIONARY / VOLUNTARY SERVICE CHARGE LOAN

NATURE OF WORK

The Authority has mortgages securing loans to the title which may be redeemed by repayment of the loan (for example, on sale), by the passing of time or on remortgage to another Mortgagee.

A standard discharge form is to be used, although this may need to be modified in some cases, for example, where the mortgage was created by a predecessor in title.

The Mortgagor will be required to pay the Authority's costs and disbursements in connection with the transaction.

REQUIRED STEPS/PERFORMANCE STANDARDS

1. Create a DS1 for sealing using the template.
2. Enter the Title Number, Address of the property, Date prepared, and Date of charge.
3. Request that the Head of Legal Services seals the DS1.
4. If the DS1 is for a RTB mortgage, make a request of the IO that the Deeds file be retrieved and available together with the DS1.
5. Use the information on the LR4 to inform the Supplier where to send the documents.

FEES

Unit costed work:

On receipt of all instructions, all matters shall be payable in full including any that become abortive.

CASE TYPE 20

EQUITY LOAN (HOUSING ACT 1985, as amended)

NATURE OF WORK

Under the provisions of S450(4)(c)(aa) of the Housing Act 1985 (as inserted by S308 of the Housing & Regeneration Act 2008), the Authority is able to offset leaseholder capital service charge costs by offering an equity loan. The loan is secured on the leasehold title by way of legal mortgage

The Supplier deals with the execution and registration of the legal charge securing the Authority's equitable interest.

All costs and disbursements are paid by the Authority.

REQUIRED STEPS/PEFORMANCE STANDARDS

1. Ascertain the valuation date, valuation figure and equity percentage to be loaned, from the IO if not already provided.
2. Ensure that the precedent form of legal charge in respect of the Equity Loan meets the statutory requirements of the Housing Act 1985 (as amended) any other relevant legislation, in particular, ensuring that the particulars of the charge are correct, advising the IO if the Supplier is not satisfied on any matter.
3. Issue the draft legal charge to the leaseholder or his legal representative.
4. Ensure that, should the transaction fall within a discount repayment period, appropriate consent to postpone the charge registered under S155/6 (Housing Act 1985, as amended) has been obtained from the IO.
5. Ensure the proper execution of the legal charge by the leaseholder(s) and registration of the legal charge at the Land Registry.
6. On completion of the matter, notify the IO and send the Authority's copy of the original signed legal charge and any other relevant documentation for storage.

FEES

Unit costed work:

On receipt of all instructions, all matters shall be payable in full including any that become abortive.

CASE TYPE 21

REDEMPTION OF EQUITY LOAN

NATURE OF WORK

The Authority has secured equity loans by way of Mortgage which may be redeemed by the Tenant by repayment of the loan or remortgage.

A standard discharge form is to be used, although this may need to be modified in some cases, for example, where the mortgage was created by a predecessor in title.

The Mortgagor will be required to pay the Authority's costs and disbursements in connection with the transaction.

REQUIRED STEPS/PEFORMANCE STANDARDS

1. Ascertain the redemption date and request a redemption figure (if appropriate) from the IO if not already notified.
2. Draft and engross the discharge form and advise the Mortgagor of the amount required to redeem, supplying the Authority's bank details.
3. Ensure engrossed discharge form has been sealed.
4. Notify the IO when completion monies are sent.
5. Complete by telephone, prepare the schedule of deeds and forward them to the Mortgagor or their Solicitor (or other appropriate recipient) by DX or recorded delivery and obtain a receipt.
6. Advise the IO of completion.

FEES

Unit costed work:

On receipt of all instructions, all matters shall be payable in full including any that become abortive.

CASE TYPE 22

REDEMPTION OF DISCOUNT CHARGE

NATURE OF WORK

The Authority secures repayment of the Right to Buy discount by way of a statutory charge over the property for the five year repayment period.

Occasionally, this may need to be removed from the register of the property on expiry of the period (for example, on a voluntary disposition) or during the period (in which case, the whole or part of the Right to Buy discount may be repayable).

The Supplier will be required to obtain from the Leaseholder's/Transferee's Solicitor the appropriate form of discharge in order to allow them to apply to HM Land Registry to remove the statutory charge from the Register.

Where the charge is removed at the request of the Leaseholder/Transferee, the Authority's costs and disbursements are to be met in full by that Leaseholder/Transferee.

REQUIRED STEPS/PERFORMANCE STANDARDS

1. Approve the form of discharge and obtain the Authority's execution thereof.
2. On completion of the matter, notify the IO.

FEES

Unit costed work:

On receipt of all instructions, all matters shall be payable in full including any that become abortive.

CASE TYPE 23

TRANSFER OF EQUITY (DISCOUNT REPAYMENT PERIOD)

NATURE OF WORK

Dealing with matters of consent pursuant to S155 of the Housing Act 1985 (as amended) in liaison with Home Ownership Services officers who have established a process for dealing with requests for waiving the discount repayment obligation, where appropriate.

The Authority secures repayment of the Right to Buy discount by way of a statutory charge over the property for the repayment period (three or five years).

Occasionally, this may need to be removed from the register of the property on expiry of the period (for example, on a voluntary disposition) or during the period (in which case part, the whole or more of the Right to Buy discount may be repayable).

The Supplier will be required to obtain from the Leaseholder's/Transferee's Solicitor the appropriate form of discharge in order for them to apply to HM Land Registry to remove the statutory charge from the Register.

Where the charge is removed at the request of the Right to Buy Leaseholder/Transferee, the Authority's costs and disbursements are to be met in full by that Leaseholder/Transferee.

REQUIRED STEPS/PERFORMANCE STANDARDS

1. Approve the form of discharge and obtain the Authority's execution thereof.
2. On completion of the matter, notify the IO.

FEES

Unit costed work:

On receipt of all instructions, all matters shall be payable in full including any that become abortive.

CASE TYPE 24

LICENCE FOR ALTERATIONS

NATURE OF WORK

The Authority's standard Right to Buy Lease and other Leases contain a covenant prohibiting the Leaseholder from carrying out alterations to the demised premises without the Authority's prior written consent, the form of which depends on the nature of the actual alterations carried out.

Where structural works are carried out but which do not change the internal layout of the property, consent is granted by way of a Licence for Alterations. The Authority's legal costs are, wherever possible, to be met by the Leaseholder and this will also include any Superior Landlord's costs where appropriate.

The Leaseholder will be required to pay the Authority's costs and disbursements in connection with the transaction.

REQUIRED STEPS/PERFORMANCE STANDARDS

1. Draft the letter and issue this and any other documents required.
2. Advise the IO if necessary on the legal implications of the letter.
3. Agree the form of letter.
4. Before completion, ensure that any Superior Landlord's consent is obtained and that any other consents (e.g. planning permission, conservation area and listed building consents, etc) are in place.
5. On completion of the matter, notify the IO.

FEES

Unit costed work:

On receipt of all instructions, all matters shall be payable in full including any that become abortive.

CASE TYPE 25

LEASE EXTENSION

(LEASEHOLD REFORM, HOUSING & URBAN DEVELOPMENT ACT 1993 and LEASEHOLD REFORM ACT 1967)

NATURE OF WORK

Leaseholders may apply to extend their lease by the purchase of an additional 90 years under the Leasehold Reform, Housing and Urban Development Act 1993. For these disposals, the terms of the existing lease are used.

Leaseholders can acquire an additional 90 years leasehold interest on a voluntary basis where the Leaseholder will enter into the Authority's standard lease to replace the existing lease. Although described as a "lease extension" in the Act, it takes the form of a surrender and renewal of the lease.

Individuals may also be entitled to enfranchise their interest in the property under the Leasehold Reform Act 1967.

Where the Authority's interest is a leasehold interest insufficient to cover the lease extension, the leaseholder will apply directly to the Freeholder for the lease extension and such cases are not included in this case type.

REQUIRED STEPS/PERFORMANCE STANDARDS

1. Investigate the Authority's title including where appropriate, investigation of any rights affecting the property granted by leases, etc of neighbouring Authority property.
2. Issue the draft lease, any other relevant documents required and deduce the title.
3. Ensure that the proposed lease meets the statutory requirements of the Leasehold Reform, Housing & Urban Development Act 1993 or Leasehold Reform Act 1967 where applicable and the Authority's standard form in all other circumstances; and that the date from which the term is to be computed is also correct, advising the IO if the Supplier is not satisfied on any of these matters.
4. Reply to all enquiries and requisitions.
5. Agree the form of documentation.
6. Ensure that service charges are paid up to date or collect any sums owing.
7. Complete the sale, dispatching documents to the Purchaser's solicitor on the day of completion.
8. On completion of the matter, notify the IO.

FEES

Unit costed work:

On receipt of all instructions, all matters shall be payable in full including any that become abortive.

CASE TYPE 26

DEEDS OF RECTIFICATION

NATURE OF WORK

Right to Buy leases or transfers may occasionally need to be corrected because of an error in the original document. In particular, the plans annexed to the lease/transfer of a property are incorrect and in the case of a leasehold property, the description of the floor on which the flat is located, contained in the lease, is incorrect. In these cases, a standard form of rectification is required to correct the error. In some cases, a deed will need to be drafted to meet the particular circumstances of the case.

Where the need for a deed arises from an error made by the Authority, the costs will be borne by the Authority. Otherwise, the cost of deeds of rectification made at the Leaseholder's/ Transferee's request is to be borne by the Leaseholder/Transferee.

Completion is to be notified to the IO and copies of the deed of rectification and other relevant documentation are to be sent to the IO on completion of the case.

REQUIRED STEPS/PERFORMANCE STANDARDS

1. Issue the draft deed and any other documents required.
2. Agree the documentation.
3. Complete the deed and notify the IO.

FEES

Unit costed work:

On receipt of all instructions, all matters shall be payable in full including any that become abortive.

CASE TYPE 27

DEEDS OF VARIATION

NATURE OF WORK

Right to Buy leases/transfers may occasionally need to be varied either because of a change in circumstances or to rectify an error in the original document. In particular, a number of Right to Buy leases granted in the past failed to provide for the mutual enforceability of covenants between Right to Buy Leaseholders within a building or to give Leaseholders within a building a right to enter other flats in order to carry out repairs. In these cases, a standard form of variation is to be used to make provision for the enforcement of covenants, right to entry, etc. In other cases, a deed will need to be drafted to meet the particular circumstances of the case.

In addition, the Authority's standard Right to Buy Lease and other Leases contain a covenant prohibiting the Leaseholder from carrying out alterations to the demised premises without the Authority's prior written consent, the form of which depends on the nature of the actual alterations carried out

Where structural works are carried out which change the internal layout of the property, formal consent is granted by way of a Deed of Variation.

Where the need for a deed arises from an error made by the Authority, the costs will be borne by the Authority. Otherwise, the cost of deeds of variation made at the leaseholder's/transferee's request is to be borne by the Leaseholder/Transferee.

Completion is to be notified to the IO and copies of the deed of variation and other relevant documentation are to be sent to the IO on completion of the case.

REQUIRED STEPS/PERFORMANCE STANDARDS

1. Issue the draft deed and any other documents required.
2. Agree the documentation.
3. Complete the deed and notify the IO.

FEES

Unit costed work:

On receipt of all instructions, all matters shall be payable in full including any that become abortive.

CASE TYPE 28

COLLECTIVE ENFRANCHISEMENT (LEASEHOLD REFORM, HOUSING & URBAN DEVELOPMENT ACT 1993)

NATURE OF WORK

The sale of the freehold reversionary interest pursuant to the 1993 Act (excluding work under case type 29) are made to individuals or a company. This would normally occur where not all units within a building are sold or where there is no agreement as to what is to be included in the sale, e.g. a roadway where the Authority cannot exercise its discretion pursuant to S32 of the Housing Act 1985.

In these circumstances, the Authority requires the Leaseholders to pursue their claim by way of this statutory route.

REQUIRED STEPS/PERFORMANCE STANDARDS

1. Investigate the Authority's title including where appropriate, investigating any rights affecting the property granted by the leases, etc of neighbouring Authority property.
2. Issue the draft documents required and deduce the title.
3. Reply to all enquiries and requisitions.
4. Agree the form of documentation.
5. Ensure service charges are paid up to date or collect any sums owing.
6. Complete the sale, dispatching documents to the Purchaser's Solicitor on the day of completion, also notifying the IO.

FEES

Hourly rated:

Where a case is hourly rated, these will be paid upon receipt of monthly bills and attachments sent to the IO for agreement.

CASE TYPE 29

COLLECTIVE ENFRANCHISEMENT LEASEBACK (LEASEHOLD REFORM, HOUSING & URBAN DEVELOPMENT ACT 1993)

NATURE OF WORK

Where the Leaseholders of a property have exercised their right to enfranchise under the 1993 Act, the Authority are required to take a 999 year leaseback of any tenanted flats in the building pursuant to that Act.

This will be dealt with as a surrender to the Authority and in some areas, a voluntary charge will be taken over the property to secure any service charge debt until the repurchase takes place.

REQUIRED STEPS/PERFORMANCE STANDARDS

1. Contact the Leaseholder's Solicitors to obtain title details and investigate the title to be surrendered.
2. Issue the draft deed of surrender.
3. Issue the draft charge to cover outstanding service charge liability.
4. Ensure that any mortgages over the property will be redeemed at completion of the surrender.
5. Complete the acquisition. Stamp and register the transfer and submit title documents to the Strategic Director of Communities, Law and Governance.
6. On completion of the matter, notify the IO.

FEES

Hourly rated:

Where a case is hourly rated, these will be paid upon receipt of monthly bills and attachments sent to the IO for agreement.

CASE TYPE 30

SALE OF FREEHOLD REVERSIONARY INTERESTS (VOLUNTARY DISPOSAL – HOUSING ACT 1985, AS AMENDED)

NATURE OF WORK

Voluntary sales of the freehold reversionary interest are made to individuals or a company. This would normally occur where all units within a property are sold (a common occurrence in street properties) and the Authority can exercise its discretion pursuant to S32 of the Housing Act 1985 and the General Consents. The Authority has a policy and a process to dictate which interests will be sold. This decision will be made before instruction. The Authority's policy includes being proactive in selling these interests, identifying them and offering to sell them.

REQUIRED STEPS/PERFORMANCE STANDARDS

1. Investigate the Authority's title including where appropriate, investigating any rights affecting the property granted by leases, etc of neighbouring property.
2. Issue the draft documents required and deduce the title.
3. Reply to all enquiries and requisitions.
4. Agree the form of documentation.
5. Ensure service charges are paid up to date or collect any sums owing.
6. Complete the sale, dispatching documents and deeds to the Purchaser's Solicitor on the day of completion.
7. On completion of the matter, notify the IO.

FEES

Unit costed work:

On receipt of all instructions, all matters shall be payable in full including any that become abortive.

CASE TYPE 31

INDIVIDUAL ENFRANCHISEMENT OF HOUSES (LEASEHOLD REFORM ACT 1967)

NATURE OF WORK

The sale of the freehold reversionary interest pursuant to the 1967 Act (excluding work under case type 30) are made to individuals who have been granted a lease or underlease of a house under the Housing Act 1985 (as amended) as opposed to a flat.

As the Authority own approximately 300 properties on a headlease, where a claim to enfranchise is made on one of these properties, although the Authority will pass this on to the freeholder to process, as the property will be on an estate and the Authority will continue to maintain the estate, it will have to secure its receipt of the service charge payments due to it.

REQUIRED STEPS/PERFORMANCE STANDARDS

1. Investigate the Authority's title including where appropriate, investigation of any rights affecting the property granted by leases, etc of neighbouring Authority property.
2. Issue the draft documents required and deduce the title.
3. Reply to all enquiries and requisitions.
4. Agree the form of documentation.
5. Ensure service charges are secured.
6. Complete the sale, dispatching documents to the Purchaser's Solicitor on the day of completion.
7. On completion of the matter, notify the IO.

FEES

Hourly rated:

Where a case is hourly rated, these will be paid upon receipt of monthly bills and attachments sent to the IO for agreement.

CASE TYPE 32

GENERAL RESIDENTIAL CONVEYANCING ADVICE/ADDITIONAL WORK

NATURE OF WORK

The Authority may require the Supplier to carry out additional work or provide advice which is not specific to a case in respect of which the Supplier has been instructed but which is related to the work covered by this specification. For example, the IO may require the drafting of a new precedent lease or advice on the admission or denial of Right to Buy applications, the interpretation of clauses in a lease/transfer, on title matters, boundary disputes and may require advice and guidance on the interpretation of statute (existing or proposed legislation) and case law relating to all areas of work outlined in this specification.

REQUIRED STEPS/PERFORMANCE STANDARDS

1. The Supplier will be required to provide written advice or opinions, although if required urgently, advice shall be provided by telephone and confirmed in writing.
2. The Supplier must provide substantive advice within five working days of a request (or within such period as the IO specifies) or immediately if required urgently. The Supplier will also be required to provide any supplementary advice following preliminary advice given. The time scales set out above apply equally to any such supplementary advice.
3. All advice/additional work must be provided in time to allow the Authority to comply with any relevant statutory or other time limits.
4. Up to one hours work by a Legal Executive/Legal Assistance Trainee may be carried out under this Case Type as a contribution towards the additional costs incurred by the Supplier where post completion work is required due to errors in plans submitted by the Authority to the Supplier and which errors can be rectified at HM Land Registry without the need for a separate Deed of Rectification (see Case Type 26).

FEES

Hourly rated:

Where a case is hourly rated, these will be paid upon receipt of monthly bills and attachments sent to the IO for agreement.

APPENDIX B

SEALING OF DOCUMENTS REQUEST FORM

Please arrange for the attached documents to be sealed:

Documentation Information (to be completed by requesting Case Worker):	
Name of Requesting Case Worker	
Name of Provider	
Contact Telephone Number	
RTB Reference Number	
Unique Property Reference Number/Other Reference Number	
Authority Date	
Authority Mins	<input type="checkbox"/> Delegated <input type="checkbox"/> RTB Housing Act 1985 (as amended) <input type="checkbox"/> Other
Type of Document	
Number of Copies	
Address of Property	
Please return by (Five working day turnaround from date received unless marked otherwise)	
Further Comments (if appropriate)	
	<input type="checkbox"/> Please sign the plan <input type="checkbox"/> Please initial alterations at <input type="checkbox"/> Urgent
Signed	Date
To be completed by Practitioner Support	
Date Received	
Authorising Officer	
Date Completed	
Official Number	
Sealer	