E&J ESTATES
GROUND RENT AND INSURANCE PREMIUMS COLLECTION POLICY

General Notice – Leaseholder enquiries

If you have queries on any aspect of ground rent or insurance invoices, including details of rent reviews, administration charges or late payment procedures, please first check the Help section on our website, www.eandjestates.co.uk, where you may find the information you need.

If you cannot find the answer to your query, please use the Contact Us form on our website to get in touch with us.

Our telephone response service can be busy, particularly at peak periods, so we recommend using the above online resources in the first instance.

Introduction

Under the terms of your lease you have contracted to pay your landlord a ground rent and in most cases a buildings insurance premium at certain times.

As agents to your landlord, our role is to invoice and collect these sums from you as specified by the lease.

What is ground rent?

Ground rent is a payment made by the leaseholder to the landlord as a condition of the lease and **must** be paid on the due date. Although it is the leaseholder's responsibility to pay the rent, it is subject to prior notification by the landlord through a notice prescribed by Regulations under The Commonhold and Leasehold Reform Act 2002 ("CLRA 2002").

Notices must be in the prescribed form. If sent by post they **must** be addressed to the leaseholder **at the property** unless the leaseholder has notified the landlord in writing of a different address in England and Wales at which he wishes to be given notices (sections 166(5) and 166(6) of the CLRA 2002).

Alternatively, Notices may be issued by e-mail to *one* e-mail address specified in writing by you.

Why has my ground rent increased?

If your ground rent has increased this is because the lease states that it is to go up on a certain date. With some leases, increases will be of fixed amounts. With other leases, increases will be by reference to some measure of inflation such as the Retail Price Index or the House Price Index. We will calculate and invoice you for the higher amount as soon as the increase comes into effect.

What does the Insurance Premium relate to?

Your landlord may have an obligation under the lease to insure your buildings against fire and certain other risks. If so, you will be invoiced for your contribution to the premium, either directly (as insurance rent) or as part of the service charge invoiced by your building's managing agent.

The level of your contribution will be as specified by your lease.

What are your obligations?

- ✓ To pay us by the due date stated on the invoice
- ✓ To advise us **in writing** if you require notices of your ground rent to be sent to an address other than the property address, or alternatively to be sent to *one* specified e-mail address. Please note that we cannot offer you postal *and* e-mail invoicing and we can only post invoices to ***one*** address.

It is important that you advise us in writing if you wish us to use an alternative address or e-mail address.
You can report changes online: https://eandjestates.co.uk/reportachange.

Administration charges may be incurred if we have otherwise correctly served a Notice but you do not pick it up at the address or e-mail address to which it was served.

What is our Role?

Your Landlord instructs us, in relation to ground rent and insurance premiums, to do the following:

- ✓ Prepare and issue invoices in accordance with the lease and relevant legislation.
- ✓ Receive and record payments.
- ✓ Bank payments
- ✓ Account to the Landlord.
- ✓ Maintain leaseholder statements
- ✓ Credit control of late payments

In relation to credit control, the majority of homeowners settle sums owed within the terms of credit specified on the invoice.

If your payment is late, we may make an administration charge for the cost of maintaining a Credit Control function. Our charges are we believe reasonable and supported by Tribunal decisions.

What is our Process to Invoice and Collect Ground Rent and Insurance Premiums?

1. We will issue invoices in the prescribed form in a timely manner
2. If payment is not received by the date specified on the invoice we will issue a reminder letter 4 days after the due date.
3. If payment is still not made we will issue a further reminder 10 days after the first. **We will debit your account with our administration charge, currently £66.00 inclusive of VAT.**
4. If payment is still not made the matter will be referred to solicitors 7 days after issue of our second letter. **A further administration charge will be applied by us, currently £150.00 inclusive of VAT.**
5. **Our solicitors will also apply their own administration charges.**
6. Once a debt is referred to our solicitors, the recovery process transfers solely to their hands and we are unable to engage with you further.
7. Ultimately, if a debt remains unrecovered, proceedings may be commenced in the County Court which may result in forfeiture of your lease.

How Can I Pay my Invoice?

- Self manage via our Portal. To register and set up your own personal account visit our website, https://eandjestates.co.uk/portal/. To register your portal account, you will need the email address you have previously provided to E&J Estates and your Tenancy reference number.
- Please settle your invoice by online bank transfer.
- You can also pay by debit or credit card through our payment line but may experience delays in busy periods.
- Standing Order is available for future Ground Rent payments only. Please email enquiries@eandjestates.co.uk for a mandate for this method.
- We do not offer a direct debit facility and do not accept cheques or cash.

For full details please see the Payments section of our website, www.eandjestates.co.uk.

Can I Pay by instalments?

Generally not. Ground rent under the terms of your lease is payable in full by the due date.
In cases of financial hardship or vulnerability we will consider an instalment plan. Please e-mail us on latepayments@eandjestates.co.uk should you wish to discuss with us.