

**Private and Confidential**

Mr O Tereshchenko  
C/O Ms Polina Volyns'ky  
10 Kelsall Mews  
Kew  
RICHMOND  
Surrey  
TW9 4BP

Direct Dial: **01483 748533**

E: [grahamwilson@barlowrobbins.com](mailto:grahamwilson@barlowrobbins.com)

Our Ref: GW/LNW/100490/1

7 October 2014

Dear Mr Tereshchenko

**Plot 15, Parliament Reach, Black Prince Road, Vauxhall, London, SE11**

Thank you for instructing us in relation to the purchase of this property.

This letter explains the basis on which we will act on your behalf and carry out all necessary work on the purchase. It is important that we agree with you the terms on which we are to act for you, our charges and what you should expect of us, because we wish to provide you with the best possible service. This is an important letter and should be kept for future reference.

People Responsible for Your Work

I am a Partner specialising in property law, and I will have principal responsibility for this matter. If I am unavailable for any reason please speak with my secretary, Lisa Williams, who will usually be able to assist.

In the event of a problem you are entitled to complain; and if any difficulties do arise which cannot be resolved between us please do get in touch with Sarah Hopkinson who is the Risk, Compliance and Quality Manager and has responsibility for dealing with complaints. She is based in our office at Concord House, 165 Church Street East, Woking, Surrey GU21 6HJ. We do have a formal complaints procedure, a copy of which can be sent to you on request.

Objectives and Responsibilities

We understand that your objectives in respect of this matter are to purchase the above property as soon as possible.

Our responsibilities to you are to act in your best interests at all times and therefore to ensure that you are fully advised of the legal issues arising in the transaction and the options available to you in respect of these. We must accordingly ensure that all issues of title are resolved to your satisfaction prior to exchange of contracts. We are required to act in accordance with your instructions and endeavour to meet all aims within your preferred timescale, subject to external factors upon which we are dependent.

Your responsibilities to us are to inform us of all material factors of which you are aware that may affect the transaction, provide us with your instructions and to settle our bills promptly when delivered. We are entitled to retain all documents and deeds relating to the matter until such time as full settlement has been made.

#### Charges and Expenses

<b>Leasehold Purchase price</b>	<b>£</b>	<b>460,000.00</b>	
Barlow Robbins LLPs costs	£	2,000.00	
VAT on costs at 20%	£	400.00	
Stamp Duty Land Tax @ 3 %	£	13,800.00	
Land Registry fee	£	270.00	
Estimated Search fees	£	600.00	
Polina Volynsky commission	£	4,600.00	
	<b>TOTAL CHARGES</b>	<b>£</b>	<b><u>21,670.00</u></b>

Please note that Stamp Duty Land Tax may increase slightly depending upon the level of ground rent payable under the lease; we have no knowledge of this at the moment.

We forecast that we will charge you the costs as set out above on the basis of the information you have given us, and provided that the transaction will not prove to be substantially more complex or time-consuming than can reasonably be anticipated at this stage. Our fees will be subject to VAT at the rate that applies when the work is done; presently the rate is 20%. The firm will require payment of our fees and expenses incurred on or before completion.

This will be the fee if the matter completes, but if it falls through, for any reason, the firm's fees will be calculated on the basis of the time spent on the matter, at the rate of £295.00 per hour.

We reserve the right to vary the quotation if unforeseen extra work becomes necessary if, for example, the matter becomes more complicated or protracted than anticipated, your requirements change significantly, or urgent deadlines are imposed, such as the preparation of a Statutory Declaration and obtaining Indemnity Insurance. However, in those circumstances we will notify you first.

#### Service Commitment

You should expect a high level of service from us and throughout the transaction we shall endeavour to keep you regularly updated using your preferred method of contact. We shall always report to you in writing at certain stages in the transaction, such as prior to exchange of contracts when we will provide you with a detailed report on title in respect of your purchase. All communications, including explaining the legal work required to you, shall be in plain English.

In this letter we have set out the likely timescales and costs involved in the matter, but for various reasons outside of our control these may be subject to variation. In this case we shall advise you immediately and take your further instructions as to how you wish to proceed. Should the level of service you require from us significantly vary from this, please do advise us as this may affect the estimated costs in this matter.

### Terms of Business

We enclose our Terms of Business and if you have any queries please do let me know. May we draw your specific attention to the fact that in those terms and conditions our liability to you in the event of a claim being made against us is limited to a maximum sum of three million pounds and is excluded entirely if we are obliged to comply with any statutory obligations placed upon us which cause you loss. Should you want to vary these limitations we shall be pleased to discuss it with you but we reserve the right to vary our fees accordingly.

In order that we may start work for you immediately, please sign and return the enclosed duplicate of this letter to confirm that you are aware of and accept our Terms of Business and our charges.

We are required to give you our initial assessment of any unusual level of risk or uncertainty for you in this matter. At present, we do not believe that there is any unusual level of uncertainty about the matter to draw to your attention, but should that assessment change we will notify you immediately. You should however be aware that, until contracts have been exchanged, the transaction is not legally binding and either you or the seller could walk away from the deal. Should this unfortunate situation arise, you will be responsible for the abortive costs incurred by this firm charged at an hourly rate for time spent.

### Contact Details

It is important that we are able to contact you quickly and easily, so please complete the enclosed contact details form in full and return it to me.

### Identification Procedures

#### Individuals

Money laundering procedures require us to identify all new clients or those clients for whom we have not acted in the last three years. You may be familiar with such procedures from opening bank or building society accounts. As funds held here on your behalf will be held in a designated client account, we must adhere to similar rules and procedures. We will initially make an electronic search to verify your identity for which you will be charged £7.50 plus VAT.

We may follow this up by asking to view and copy your original passport or driving licence (with photo) together with an original utility bill addressed to you at your usual residential address. We cannot progress matters until we have this information. At your earliest convenience, would you therefore please come into the office with your passport and another form of identification, such as a recent utility bill addressed to you at your current address. The accepted forms of identification are as follows:

## **Identity**

- A valid full Passport; or
- A valid HM Forces identity card with photograph; or
- A valid UK Photo-card Driving Licence (including paper part)

## **Proof of Address**

- A Utility Bill less than three months old (and not for a mobile phone); or
- A Council Tax Bill less than three months old; or
- A Mortgage Statement from another lender for the mortgage accounting year just ended; or
- A credit card (bearing the Mastercard or Visa logo) issued in the United Kingdom, together with an original account statement less than three months old

Alternatively, if you cannot come to us with originals in person, please ask another solicitor to certify your identification documents and ask them to forward these documents to us, duly certified as a true copy.

## **Information Needed from You**

*Funding the transaction:* We understand that no lending is involved and that you are buying the property with cash provided by family members.

*Reason for Purchase:* It is assumed that the property is being bought as your principal home. Please advise us if you are buying it with a view to letting - particularly if it is leasehold, as the permission of the landlord may be needed.

*Alterations to the Property:* If you propose to carry out building works, such as substantial alterations or additions, or to construct another dwelling on the property, you must advise us, as there may be planning issues or restrictions on the title that prevent you from doing so. Such issues may not have a detrimental effect on your own residential use of the property, and in those circumstances we would not investigate further or draw these to your attention.

*Deposit:* Whilst traditionally a 10% deposit was paid on exchange in the majority of transactions, it is now common for buyers to offer a 5% deposit, depending on financial circumstances. Please confirm the amount of deposit you will have available on exchange of contracts.

*Putting us in Funds:* In order to be able to exchange contracts or complete (but not to carry out searches), if money is required from you, we will need to have cleared funds from you at that time. We require 10 working days to clear any form of cheque (and this also applies to cheques provided by building societies). We strongly recommend that unless there is sufficient time for a cheque to clear, you arrange for funds to be transferred to us by BACS transfer (cleared on the fourth day after transferral) for which there will be no charge by your bank, or by bank transfer, which will be immediate but for which there will be a charge.

You may like to take a note of our bank details:

Bank: Lloyds Bank plc  
Address: 147 High Street, Guildford, Surrey, GU1 3AG

Sort code: 30 93 74  
Account number: 00411926  
Account name: BARLOW ROBBINS LLP Clients Call Account

- SWIFT Code (all branches): LOYDGB2L
- BIC Code (Guildford branch): LOYDGB21022
- IBAN Code (Guildford Clients Call Account): GB15LOYD30937400411926

Please instruct your bank to use the following reference when making payment **GW/100490/1**.

Please also note to comply with current Money Laundering Regulations we can only accept funds from you or a third party of which we have full details.

### What We Will Do

Once we have received your payment on account of expenses, and as soon as we have a plan from your seller's solicitors, we will request the following searches:

*Local Search of the Relevant Local Authority:* This will only reveal matters which directly affect the property itself. If you have any queries or concerns about possible development in the vicinity of the property, you must direct these to the local planning department. Official local searches can take some time to be returned depending on the Local Authority.

*Drainage & Water Search:* We will obtain and provide to you a report confirming the existence and routes of foul and surface water drainage and the mains water supply. Connections to the property from the mains supplies will be private, and as they will be the responsibility of the owner of the property (although that responsibility may be shared with other owners) they will not be maintained at public expense. You may therefore wish to instruct your surveyor at this stage to ascertain the routes of the connections and to investigate whether there are any blockages or other defects.

*Environmental Search:* This search provides information not only about potentially contaminative past uses of the property and adjoining land, but also indicates whether the property is on or near a flood plain and is likely to be affected by flooding.

It may be necessary to carry out other searches, such as commons registration searches.

We will consider the title documents, replies to standard enquiries and the draft contract supplied to me by the seller's solicitors with a view to ensuring that you will obtain a good and marketable title to the property if you go ahead with the purchase. We will inform you of any potential problems as soon as possible. Before exchange of contracts we will send to you a detailed report on title.

We will send you a copy of the title plan as soon as we have it, so that you may check to ensure that the boundaries on the title correspond with the position at the property. However, the plan is **not** always reliable. If you are in any doubt then you must contact your surveyor about this. We do not inspect and cannot ascertain from the title deeds alone whether, for example, there have been any undocumented changes to the boundaries or extensions, changes to the structure of the

property or other such problems. You must therefore consider these aspects and draw any anomalies to our attention or the attention of your surveyor.

### Estimated Duration of the Matter

The timing of the transaction is dependent upon many external factors, e.g. the results of searches; and replies to the enquiries we will raise with the sellers' solicitors. In addition, if there is a chain of transactions we can of course only move as fast as the slowest party in the chain. Accordingly it is not possible to give a definite indication of how long the transaction is likely to take. However, provided there are no delays with regard to those external factors, we would hope to be in a position to exchange contracts within a period of 6-8 weeks from receipt of the draft paperwork. You will appreciate that this estimate cannot be guaranteed, but please rest assured that we will do our utmost to work with you to achieve completion within the timescales you require.

### What You Should Do Now

**Survey:** As a matter of practice the firm recommends that a buyer arrange a structural survey of the property. If you undertake such a survey, please supply us with a copy of the report as soon as possible in order that we are able to comment and respond on relevant issues. A survey carried out on behalf of a lender will be concerned with major issues likely to affect valuation and may not mention defects that might involve future expenditure. It may be possible to use the surveyor instructed to carry out the valuation survey to provide a structural survey report for you and this may save time and result in a saving on the fees payable.

We enclose a copy of my firm's booklet "Buying and Selling Residential Property" which we would recommend that you read. We hope you will find it of use and interest.

If you have any queries regarding this letter or its enclosures, please contact us to discuss them. If however everything is clear, please forward to us:

- The completed contact details form.
- The attached copy of this letter duly signed; please keep the top copy for your records.
- Confirmation of the deposit to be offered.

Please also consider making arrangements to deal with the identification procedures mentioned above.

We look forward to hearing from you.

Yours sincerely

A handwritten signature in black ink that reads "Graham Wilson". The signature is written in a cursive style with a horizontal line under the name.

Graham Wilson

Partner - Commercial Property

For and on behalf of  
Barlow Robbins LLP

Enc

I confirm my instructions to Barlow Robbins LLP to act on our behalf as per the terms outlined above.

Signed:

\_\_\_\_\_

O Tereshchenko

Date:

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