Mr A Erturk
30 Old London Road
Badgers Mount
SEVENOAKS
TN14 7AE

Your reference

Our reference 411215-38411

23rd January 2025

Dear Mr A Erturk

Your Bank of Scotland Plc, Birmingham Midshires Division Remortgage
Property: Flat 704 Judde House, Duke Of Wellington Avenue, LONDON, SE18 6DG

We have been instructed by Bank of Scotland Plc, Birmingham Midshires Division to act for them in connection with your Buy to Let remortgage of the above property.

1 Information

We will be acting and providing a service for Birmingham Midshires only in dealing with the legal aspects of your remortgage, although we will try to deal with any practical queries you may have. We will not be acting on your behalf or providing a service to you and will not be able to give you legal, financial or tax advice on your remortgage. We recommend that you contact your own legal or financial adviser should you require such advice however please note that Birmingham Midshires will not be responsible for any costs in this regard.

We also attach a General Data Protection Regulation Privacy Notice which lets you know how we look after your personal information.

2 Legal Process

Here is a quick overview of the legal process. We will:

- Investigate the Title to your property;
- Await the Mortgage Offer from Birmingham Midshires;
- Obtain redemption figures from your current lender (where applicable)
- Obtain funds from your new lender and then complete the remortgage.

After completion we will attend to the registration of your new mortgage with the Land Registry. Please note only lending secured against your property will be repaid. Any unsecured lending that you may be required to repay is your responsibility. Finally, we do not enhance or improve any aspect of the Title to your property as part of the remortgage process.

3 Costs

Birmingham Midshires will pay our standard fees for dealing with your remortgage.

You will be charged a fee of £35.00 + VAT for every electronic money transfer we make in repaying a second or subsequent mortgage registered against your property (as applicable). The fees will be deducted from any sum due to you or collected from you before completion, and this fee includes any charges made by our bank.

If your Property is Leasehold we are required to inspect a copy of the Lease prior to completion, which we will obtain from the Land Registry and you will be responsible for the costs incurred plus VAT. The Land Registry charge £7.00 + VAT per lease.

Notice of the remortgage will also be served on your Landlord on completion. Your Landlord normally will charge an administration fee for dealing with the notice as set out in your Lease and we will deduct this fee from any sum due to you or collect from you before completion. If your Landlord asks for more, we will ask them to contact you directly for the balance following completion.

In the vast majority of remortgages we process the additional fees for services are not likely to be required. Should the additional services be required, you will be advised in advance, prior to you incurring the cost. You will be responsible for payment of the fees should they arise prior to completion.

Currently, our fees for these additional services are as follows:

- Deed of Priority - £195
- Guarantor Cases - £120
- Transfer of Title - £265
- Shared Ownership Additional Share Purchase - £195
- Declaration of Trust - £195
- Deed of Variation - £150
- Removing a Personal Charge - £75
- Checking & approving a Solar Panel Lease - £90
- Lease Extension (approval and registration only) - £250
- Certificate of compliance for Transfer of titles for leasehold titles or where deed of covenant required - £50
- Remove Restrictions - £150
- Complying with Other Restrictions - £75
- Dealing with an Anti-Fraud Restriction - £75
- Drafting a Statutory Declaration - £50
- Drafting RX3/RX4 forms - £50
- Forwarding pre registration Deeds to you - £10
- Processing a change of name or address with Land Registry - £10
- Purchasing a related Freehold Title - £195
- Validating a gift or loan from a third party - £25
- Rectifying a Defective Title - £50
- Removing a second and subsequent charge - £30 (per charge)

- Validating the source of shortfall funds over £1000 - £25
- Telegraphic Transfer Fee for surplus funds over £250 - £35

All fees are subject to VAT and disbursements where applicable

If the title to your property is not currently registered with Land Registry (less than 1% of the cases we progress fall into this category) you will be responsible for the variable fee, based on property value, payable to the Land Registry for compulsory first registration.

In other cases if additional work is required to perfect a defect in your title, it may be appropriate for you to instruct your own solicitors. You will in all such cases be responsible for the legal costs involved.

4 Mortgage Redemption and Financial Penalties

You are strongly advised to make enquiries of your present lender to establish the approximate sum payable to redeem your existing mortgage and as to whether a financial penalty will be charged by your existing lender on redemption. It is your sole responsibility to take into account any such penalty when budgeting for your remortgage. Unless you give us specific instructions to the contrary (in the appropriate place on the enclosed questionnaire or subsequently in writing) we will not withhold completion of your new mortgage due to a financial penalty being charged by your existing lender on redemption.

If you are not borrowing a sufficient amount we will contact you prior to completion to collect the additional amount required. We can collect this payment in a number of ways, dependent on the amount.

- Faster payments - where your bank allows, you can send monies to our account electronically free of charge. You can often do this online or by telephone, however please be aware that for larger amounts you may have to visit your branch to send monies.
- Telegraphic transfer - You can send monies electronically from your bank account to us, but be aware your bank may charge you for this service. This can be often be done online, by telephone or by visiting your branch.
- Debit card - we can receive amounts up to £500 by debit card and we will not pass on card handling fees to you.
- Cheque - You may pay by cheque but would like to advise you however that this may delay your transaction as we will have to wait until your cheque clears prior to us completing your remortgage.

We can only accept payments from a UK Personal Bank Account in your own name(s) and are unable to accept cash payments, payments from third parties or payments from business accounts. Any such payments will substantially delay your remortgage as we will be required to fully enquire into the source of funds.

5 Balance of Funds on Completion

Should there be funds of less than £250 due to you on completion of your remortgage these will be sent to you by faster payment (unless you request funds by cheque). Please complete ‘your bank details’ in the case tracker online questionnaire for all parties to the new mortgage. Any balance due to you of £250 or more will be paid direct to the bank account by electronic money transfer (to combat postal fraud and ensure you have cleared funds in your account as quickly as possible) you specify in the online questionnaire (which must be in the names of all the parties to the new mortgage). For every electronic money transfer we make, we charge a fee of £35.00 + VAT to transfer funds to you. The fees will be deducted from the sum due to you, and this fee includes any charges made by our bank.

6 Onward Purchases (only applicable if you intend to use surplus funds for onward purchase)

If you are using any surplus money raised from your remortgage for an onward purchase and you require us to send funds to your solicitor, please note that we need the name of the firm and their address, as well as your signed written authority to do so. We also need a letter from your solicitor with their bank details confirming whom they act for and that they are happy to accept receipt of the funds.

7 Buildings Insurance

If you are not taking buildings insurance through Birmingham Midshires as part of this remortgage you must make sure that you have buildings insurance in place as it is a condition of your mortgage offer that you maintain adequate cover on your property. The amount of insurance will need to be at least the amount indicated as required by Birmingham Midshires. It is your responsibility to ensure that you satisfy all of the conditions of your mortgage offer in this regard.

If buildings insurance is arranged through your existing lender and you wish to continue with your policy after completion please ensure you arrange this direct with your existing lender as insurance is often cancelled when the existing mortgage is repaid. It is your responsibility to ensure that buildings insurance is in place for the appropriate amount and your response to the accompanying questionnaire will be relied upon.

8 Mortgage Payments

Please continue to make payments and do not cancel any direct debits to your current lender until we write to you confirming that your remortgage has completed.

9 Contacting Us

Please do not hesitate to contact your case owner on the number quoted at the end of this letter.

Please note that if your property is leasehold or is unregistered we will need the title deeds from your existing lender before checking the title and proceeding further. Should you decide not to proceed with your application, please notify us straight away.

Please note that calls made to and from enact may be monitored or recorded.10 Customer Relations

If you have cause to complain please write in the first instance to our Customer Relations Manager Sharon Smart at enact, PO Box HK3, David Street, Leeds, LS11 5QJ. Once we have investigated your complaint in detail we will respond by addressing your concerns.

Please note, whilst we will always try to meet any preferred completion date for your Remortgage we can never guarantee this as completions may not take place for many reasons, accordingly we will not be held responsible for any losses associated with not meeting a specified date.

11 Your Next Steps

Remortgage Questionnaire – As part of the ‘documents’ tab of your case tracker you will find this document which needs to be completed as soon as possible please. This will provide us with information we need to complete your remortgage.

Mortgage Deed – As you have signed up to our Case Tracker and your file is eligible, you can benefit from the Electronic Mortgage Deed process.

If you haven’t received them already, we will issue you with your unique credentials to enable you to sign the Mortgage Deed electronically. The e-mail link you receive will take you to a secure website (GOV.UK – Sign your Mortgage Deed), which will guide you through the signing process. Each applicant will also receive an SMS providing a unique reference number, this will be required when you come to sign your Mortgage Deed. Please check that your name and address are correct. Should there be any errors please contact us prior to signing. Please do not sign the document until you have had the opportunity to read this letter and also your Mortgage Offer from Bank of Scotland Plc, Birmingham Midshires Division. Once you are happy with the terms and conditions of the Mortgage Offer please then sign the electronic Mortgage Deed and submit it.

Only sign and return the Mortgage Deed to us provided you are happy for us to proceed to complete your Birmingham Midshires remortgage. Once we have received the signed Mortgage Deed from you and received a copy of your mortgage offer from Birmingham Midshires we will complete your

remortgage at the earliest opportunity without contacting you further unless we consider this to be necessary.

If you require any clarification regarding the process outlined above you can contact your case owner Bethany Scott, directly using the ‘get in touch’ tab on your case tracker. Alternatively you can use the contact details below.

Yours sincerely

Enact

Opening hours	
Mon – Fri:	8.00am – 8.00pm
Sat:	9.00am – 5.30pm

Direct line 0344 244 3875

Acknowledgement of Terms of Business of enact Conveyancing Limited

Remortgage Property : Flat 704 Judde House, Duke Of Wellington Avenue, LONDON, SE18 6DG

Borrower(s): Mr A Erturk

enact Conveyancing Limited when processing your case will: -

- obtain title deeds, redemption statement(s) and all information and necessary consents from Management Companies, Landlords, or any other party to facilitate completion and registration of the new mortgage and carry out any searches (fincluding an electronic verification check online to verify your identity) that enact deem appropriate as part of our due diligence and security checks..
- If the property is subject to a restriction, notice or other like entry at the Land Registry, contact the person or organisation having the benefit of the entry with regard to any consent, certificate or otherwise which must be obtained before registration of the mortgage can take place (any fees payable for any of the above information will be payable by you);
- repay all mortgages, charges or loans secured against the Remortgage Property other than any which you have requested in writing or via the case tracker facility be postponed (subject to the existing Lender agreeing to the postponement);
- disclose appropriate information to other parties in the remortgage transaction including your existing lender (as we will require a redemption statement from them) and your new mortgage lender (who we act for) and your broker or financial adviser (if applicable) to give them progress updates on your behalf.
- apply at their discretion to update your address for service in the proprietorship register, where the current address is not correct;

Please note that: -

- it is your responsibility to make your own enquiries about and pay any fees or charges made by any existing Lender in connection with the repayment of any existing mortgage (including but not limited to administration fees payable in relation to any request for title deeds or providing redemption statement(s) and make enquiries relating to any Early Repayment Charge in connection with any existing mortgage secured on the Remortgage Property).
- if the Remortgage Property is subject to restrictions, obligations or rights contained in a separate document, requiring further investigation, such as an option agreement, to save time enact will obtain these direct from the Land Registry and you will be responsible for the Land Registry fee plus VAT for this, which varies although it normally will not exceed £7.00 + VAT and enact's admin fee of £10.00 + VAT.
- as enact are not acting for you, or providing a service to you, you may not have the benefit of the Legal Ombudsman Complaints Service right of referral. Normally this only applies where a service is provided to you as individuals by a Solicitor / Conveyancer acting on your behalf. If you want a Solicitor / Conveyancer to act for you, you have the absolute right to instruct them at your cost.
- enact have a statutory obligation to make a report to the National Crime Agency where they know or suspect that a transaction involves Money Laundering or Terrorist Financing.

We authorise enact to :

- complete the remortgage to our new lender when enact are able to do so (subject to any instructions received from you in writing to the contrary)
- accept verbal / written or online instructions from either of us (where there is more than one of us) and act on them even though they may not be subsequently confirmed in writing by all of us, and we will be bound by the instructions. (This means that where the Remortgage Property is, or is to be, in more than one name, we note we must hold each other's authority to give enact instructions verbally / in writing or online that will bind all of us. We acknowledge enact reserve the right to require us all to confirm any instructions in writing);
- pay to a Charity nominated by enact any credit amounts under £1 that may remain on our account after completion of the remortgage.
- pay any monies required to procure the registration of the new mortgage at the Land Registry and or the discharge of any existing mortgage, out of their own monies at their absolute discretion, and should they exercise this discretion, we undertake to repay enact on demand
- make amendments to transaction documentation lodged for registration at HM Land Registry and initial those amendments on our behalf;
- apply to update the property register or proprietorship register of the title(s) of our Property where a discrepancy has been identified between the information contained on the title register (including our names or the registered address of the Property) and the information provided during the course of the transaction, and appropriate evidence to account for the discrepancy has been supplied;
- progress with this remortgage application. We understand and accept that, whilst enact will use their best endeavours to progress this application as quickly as possible, they are not bound to complete this transaction within any timeframe, notwithstanding that completion will not take place before any date we have provided in the Remortgage Questionnaire. We also accept that enact will not be responsible for any costs or claims associated with completion not taking place by any specified date or delays with funds being processed (once these are released by ourselves) due to external Banking checks.

Signed.....Dated .....

Signed.....Dated .....

Signed.....Dated .....

Signed.....Dated .....

Privacy Notice GDPR 2018

Introduction

The General Data Protection Regulation (GDPR) seeks to protect and enhance the rights of data subjects. We are committed to protecting and respecting your privacy. We take your privacy seriously and will only use your personal information to progress your case and as set out in this privacy notice.

The legal basis for processing your personal data will be to meet our contractual obligations to you (if we are acting for you) and where we act for your mortgage lender their contractual obligations with us. This data will also be processed to meet our and your legitimate interests and your mortgage lender's legitimate interests.

Who are we

We are Enact Conveyancing Limited ("Enact" or "we"). Enact are a limited company registered in England & Wales under company number 04702946 and our registered office is at Cardinal House, 9 Manor Road, Leeds, LS11 9AH. Our VAT number is: 816779486. Enact is regulated by the Council for Licensed Conveyancers.

In what capacity will we hold information about you

In providing legal services, we will either act as a data controller or a data processor dependent on the source of the data we receive in connection with your transaction. If you have supplied us information directly we will normally be the data controller and if you have provided the data to another party who then supplies us with the data, such as a Mortgage Lender, the Mortgage Lender will normally be the data controller in relation to the data you have supplied them. Whether we act as a data controller or data processor we will comply with the GDPR requirements.

What information will we hold about you

Personal information about you, if relevant to enable us to carry out the necessary identity checks and process your case, such as:

- title and full name
- correspondence and property addresses (as applicable)
- date of birth
- telephone number (if you have chosen to provide it)
- your email address (if you have chosen to provide it)
- your mortgage offer
- your IP address (where you use our case tracker – for security purposes)
- your bank details (if you have chosen to provide them)
- a redemption statement relating to a mortgage on your property
- forms of identification such as your passport or driving licence (if required)
- office copies of the title to your property (if currently registered)

How we will use information held about you

We will use it to process the remortgage or related matter we are instructed on such as: -

- updating the register with the new mortgage of your property at HM Land Registry
- paying devolved taxes to Welsh Revenue Authority or HMRC (if a title transfer case)
- contacting third parties where necessary to progress your case. Such as a management company where your title is subject to a restriction requiring their consent
- liaising with your mortgage broker, mortgage lender, or other conveyancers involved in the property transaction or a related transaction (if relevant)
- dealing with any linked transaction such as a transfer of title or purchase of an additional share in your property (where applicable)

We will also use the information to provide advice and guidance to you where we are acting for you in that capacity. In some cases we may be required to disclose your personal information to our regulator, to comply with legal requirements and requests from government agencies.

Please note we record calls for regulatory purposes.

What happens if you cannot provide us with personal information

In the event that you are unable to supply us with the personal information we need in order to process your case, we may be unable to complete your case.

What are your rights relating to the use of your data

Under data protection law, you have certain rights around the processing of your data, which depend on the legal basis for collecting your data and the uses made of your data. For all uses made of your data, you have the right to be informed about how we use your data and this notice discharges that obligation.

However, further rights apply in different circumstances, set out below: -

- Right of access - you have a right to request a copy of the information we hold about you
- Right of rectification – you have a right to correct data that we hold about you that is inaccurate or incomplete
- Right to be forgotten – in certain circumstances you can ask for the data to be held about you to be erased from our records. Please note our regulatory retention period set out below
- Right of portability – you have the right to have the information we hold about you transferred to another organisation
- Right to restriction of processing – where certain conditions apply you have a right to restrict the processing. Please note this may mean we cannot continue with your case
- Right to object – you have the right to object to certain types of process such as direct marketing and automated processing - Please note we will not use your data for these purposes

Will your data be transferred outside the European Economic Area ("EEA")

On occasions we may transfer your personal information outside the EEA where some case administration is undertaken. Where we make such a transfer, we will take the required steps to ensure your information is protected. Such steps will include placing the party we are transferring personal information to under contractual obligations to protect it to adequate standards.

How long will we retain your information

We are required by our regulator to retain the contents of files relating to all remortgage matters for a minimum of fifteen years.

Data Storage

Data is stored in Data Centres within the United Kingdom.

How we use Cookies

A cookie is a small file of letters and numbers that is downloaded onto your computer when you visit a website. You can use your web browser to control cookies. These cookies are used to secure sessions and improve access to our websites.

Further information

In the event you wish to make a complaint about how your personal data is being processed by Enact you have the right to complain to the Enact Data Protection Officer. You also have the right to complain to the Information Commissioner's Office who would normally expect we have been given the opportunity to respond to your complaint within 30 days.

Data Protection Officer
Enact Conveyancing Limited
PO Box HK3
David House
David Street
Leeds
LS11 5QJ

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
SK9 5AF