

21 May 2015: Moore Blatch LLP write to Santander giving notice of a second charge over freehold property 18 Columba Gardens, Wokingham, RG40 1GB:

Our Ref:	PZB/VZK/46435/1/McGovern
Your Ref:	36755956
21 May 2015	
Santander UK Plc DX 20232 Bootle2	
dd. 023 8071 8099 df. 023 8071 8122 e. patricia.breen@mooreblatch.com	
Dear Sirs	
Our Client: Mr Mark Samuel McGovern and Ms Elodie Renee Monique Bellivier Account Number: 36755956 Property: 18 Columba Gardens, Wokingham, RG40 1GB (Plot 17 Foundry Court)	
Further to completion of the above matter on 17 April 2015 we write to confirm details of the second charge.	
Second Charge by way of Legal Mortgage dated 17 April 2015 in favour of Homes and Communities Agency	
Yours faithfully	
<i>Moore Blatch</i> Moore Blatch	

27 May 2015: "Trinity" invoices McGovern and Bellivier in the sum of £2.04 (extract below).

- The invoice states that Bellway Homes Ltd (the then owner and registered proprietor of the managed land / "retained land"/ "common areas"/ "Amenity Open Space") is the "Rent Charge Owner".
- The invoice states that the Residents Management Company is Foundry Court (Wokingham) Management Ltd (in respect of which Bellway Homes Ltd was a Registrable Person with Significant Control).
- The invoice states that Service Charge and Ground Rent is payable in accordance with the transfer (**of which there was none**).
- The invoice states that the payment reference is 11740017 and that the amount will be collected on or around 1st March 2017.

- The invoice does not identify the limited company claiming entitlement to the sum of £2.04.
- The invoice was issued together with a Summary of Tenants' Rights & Obligations (extract further below)

Please note that at the date of this Payment Request the balance (including: amount demanded above and any previous demands/credits due on your account) is **£2.04**. In accordance with your lease/transfer please note that failure to pay on time may mean that interest will be charged and/or that legal action will be taken to recover the sum due (including any interest, associated administration and legal costs). **If your account is in arrears and we have instructed solicitors in respect thereof, payment of the sums stated herein does not constitute full and final settlement and you will remain liable to make payment in respect of any legal fees, interest and administration charges that have been incurred.**

If your account is paid by Direct Debit, then the above amount will be collected on or around the 1st of March 2017.

Service Charge and Ground Rent is payable in accordance with the terms of your lease/transfer. Ground Rent (where applicable) is payable in full when due.

[FC-CS pp.23, 25 & 28-30, FC-AS p.84, FC-CS pp. 34, 35, 87, 97, 111 & 112]

Payment methods:

- Website/Online Payment – www.trinityestates.com Homepage – Residents Portal Login.
- Credit/Debit Card (24hour PAYMENT HOTLINE) – Call 0845 0268883 (Ensure to quote: 11740017 as your account no). Admin charges apply: Credit Cards 2.5%, Debit Cards £0.75.
- Bank Transfer: Sort code 16-00-18 A/c: 41471888 (Ensure to quote: 11740017 as your payment reference).

The name of the Lessor/Rent Charge Owner and address where notices may be served is: Bellway Homes Limited Seaton Burn House Dudley Lane Seaton Burn NEWCASTLE UPON TYNE NE13 6BE

The name of the RMC / RTM is: Foundry Court (Wckingham) Management Limited Pacific House Imperial Way READING Berkshire RG2 0TD

REMITTANCE ADVICE

* 18 Columba Gardens, Columba Gardens

Account No: 11740017

Balance now Due: **£2.04**

Invoice No: 1728137

Please return Remittance Advice to Trinity (cheques made payable to "Trinity Estates – client a/c"). Should a receipt be required, please tick box and enclose a S.A.E.

* **CLICK** (RECIPIENTS ARE NOT LEASEHOLDERS)



Service Charges – Summary of Tenants' Rights and Obligations.

(1) This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.

(2) Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.

(3) You have the right to ask the First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine - who should pay the service charge and who it should be paid to; the amount; the date it should be paid by; and how it should be paid.

However, you do not have these rights where:

a matter has been agreed or admitted by you;

a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; or a matter has been decided by a court.