

## Public Pledge for Leaseholders

*We, the undersigned Freeholders, pledge to:*

*For existing leaseholders:*

1. Identify leases within our portfolio which contain a clause whereby ground rent doubles more frequently than every twenty years, contact leaseholders to inform them, and offer to amend to one linked to RPI.
2. Repeat this offer when contacting a leaseholder or, if this is not always appropriate, ensure this offer is communicated clearly and displayed in a public open forum (for example, a website or communal notice board etc).
3. Assist any leaseholder who approaches us to request such a doubling clause be reviewed (or any other matter regarding their lease), even if they have not previously taken up an offer of variation.
4. Should a leaseholder with such a doubling clause approach us, we will offer to amend the clause to one linked to RPI.
5. Ensure the process for leaseholders to acquire the freehold on their home or extend the terms of the lease is uncomplicated, transparent and fair.
6. Support leaseholders who wish to take over the collective management of their homes and any communal areas in accordance with leaseholder rights enshrined in legislation.
7. Have in place a complaints process that is transparent and fair, ensuring that complaints are heard and dealt with, and redress given quickly.
8. Have in place an appropriate redress scheme, so leaseholders have assurance that complaints will be heard.

*For future leaseholders:*

9. Not insert into any future lease agreement a clause whereby ground rent doubles more frequently than every twenty years.
10. Upon obtaining a freehold after the date of this pledge, respect any written formal arrangement concerning the terms of enfranchisement made by the previous freeholder, i.e. the developer, by whom the lease was sold.

*For both existing and future leaseholders:*

11. Work with other freeholders and stakeholders to develop a comprehensive Code of Practice which establishes the responsibilities of freeholders and enshrines the highest standards for the management and maintenance of properties.

**We, the undersigned Developers, pledge to:**

*For future leaseholders:*

12. Not insert into any future lease agreement a clause whereby ground rent doubles more frequently than every twenty years.
13. Take all necessary steps to ensure a potential leaseholder is advised of all relevant costs associated with the lease before such a lease is signed, and these are presented in a plain-English, clear and transparent way.

*For existing and future leaseholders:*

14. Inform a leaseholder in advance to advise them of any planned change in the ownership of their freehold.

***We recognise the following principles will assist existing and future leaseholders in ensuring the leasehold system is as fair and transparent as possible.***

15. At all times managing agents should act fairly and transparently in relation to the leaseholders who they serve.
16. All managing agents should be regulated by a formal industry body such as ARMA or RICS. Resident led management structures (i.e. RMCs or RTMs) that do not outsource to a managing agent should conduct themselves by the standards outlined by these industry bodies.
17. Managing agents who act for freeholders or developers as ground rent managing agent should assist with leaseholders, freeholders or developers who are seeking to vary leases with ground rents which double more frequently than every twenty years.
18. Legal advisers should act in the best interest of each client, always acting in good faith, providing advice in a clear and accessible way and should always observe obligations with regard to conflicts of interest.
19. As part of this, legal advisers should take all necessary steps to ensure a potential leaseholder is aware of all relevant costs associated with the lease before such a lease is signed, and these are presented in a plain-English, clear and transparent way.
20. It is the right of any member of the public to approach the Solicitors Regulation Authority or the Council for Licensed Conveyancers if they believe that a solicitor or conveyancer has breached the principles set out in points 18 and 19.
21. It is the right of any member of the public to make a complaint to a provider of legal services if they are not satisfied with the service they have received or if they believe that a solicitor or conveyancing lawyer omitted to inform them about an important aspect of their lease agreement. If they are unhappy with the response to their initial complaint, they have the right to approach the Legal Ombudsman to resolve the dispute, within the timescales detailed on their website.

## **Signatories**

Aquinna Homes  
Association of Residential Managing Agents (ARMA)  
Aviva Investors Global Services Limited  
Barratt Developments  
Bellway  
Bewley Homes  
Bovis Homes  
Churchill Retirement  
Consensus Business Group  
Countryside Properties  
Croudace Homes Group  
Davidsons Developments  
E & J Estates  
Estates & Management Limited  
Fairview New Homes  
Galliford Try  
Ground Rents Income Fund Plc  
Hill  
Home Builders Federation (HBF)  
Homeground Management Ltd  
Inland  
Landmark Collections Ltd (Landmark Investments)  
Lioncourt Homes  
Long Harbour Ltd  
Mainstay Group Limited  
McCarthy and Stone  
Mears New Homes  
Miller Homes  
Millgate Developments (part of the Countryside Group)  
Morris Homes  
Nicholas King Homes  
Octagon Developments  
PegasusLife Group  
Persimmon  
PGIM Real Estate  
Redrow Homes  
Royal Institution of Chartered Surveyors (RICS)  
Spitfire Bespoke Homes  
St. Modwen Homes  
Stewart Milne Group  
Strata  
Taylor Wimpey  
Telford Homes  
Wallace Partnership Group Limited  
Wates Developments