



Conveyancing Sale and Purchase Transaction Guide incorporating Terms and Conditions

We aim to provide the best possible conveyancing service to all our conveyancing clients.

Our Conveyancers aim is to offer appropriate and correct legal advice at all times and provide a quality of service which is second to none. We will always do our best to provide you with professional assistance in order to ensure that your conveyancing transaction proceeds in line with your instructions, in a smooth and orderly manner.

Service

Your conveyancing service will be provided by abt law LLP, a firm of specialist conveyancing solicitors subject to the rules and governance of the Law Society and Solicitors Regulation Authority. All references in this document to “us”, “your conveyancer” or “we” or “your conveyancing solicitors” or “your conveyancers” or where the context admits “Sellers Solicitors” and “Purchasers Solicitors” refer specifically to abt law LLP.

All references to “you” refer to you as our conveyancing client. Our conveyancing client includes all sellers or purchasers of a property and the singular includes the plural.

Your client care pack will contain the name of the person (“conveyancer”) with conduct of your file of papers and your matter will always be supervised by a fully qualified conveyancing solicitor. We aim to provide all of our conveyancing clients with the highest possible levels of service and will do our utmost to ensure this applies to your conveyancing transaction. In the event that you are unhappy with any aspect of the service you receive, please, in the first instance take this up with your named conveyancer. Full details of our client care policy including further information on our complaints procedure will be contained in your client care pack which will be forwarded to you by email upon receipt of your instruction.

Communication

The client care pack forwarded to you at the outset of the transaction provides full details of the contact details for the conveyancer assigned to manage your conveyancing transaction. This information includes the direct dial telephone number and email address of your conveyancer together with fax number and office address details.

Communication is essential in achieving a successful outcome for your conveyancing transaction. Please be aware you must ensure all information your conveyancer requires is provided to them directly and particularly, in relation to essential matters such as timescale requirements.

In this regard your Conveyancer will always endeavor to respond to your emails, telephone calls or written requests as soon as possible. We will always endeavor to return any missed telephone calls as soon as practically possible.

We act on your behalf in the conveyancing transaction and effective communication between us is key to achieving a successful outcome on your behalf. We will communicate general information to such interested parties as estate agents and mortgage advisors unless you specifically instruct us in writing not to. Unfortunately, in some circumstances, communications with third parties such as Estate Agents, Mortgage Advisors or other persons involved in the conveyancing process can lead to confusion. Occasionally such issues can cause breakdowns in the



communication process and lead ultimately to a breakdown in effective communication between you and us. Therefore, all third party communication is provided at our sole discretion.

Conveyancing Timescales

We appreciate that most conveyancing clients are concerned as to how long it will take to complete their property transaction.

We will always use our best endeavors to place you in a position to proceed to exchange of contracts in the shortest time scales possible, dependent upon the particular circumstances of your property transaction and your requirements and instructions in this regard, and thereafter proceed to completion in the accordance with your instructions.

An average and fairly straight forward residential sale or purchase property transaction will take anywhere between six to twelve weeks to complete in normal circumstances, however, this can vary significantly depending on the circumstances of the particular property transaction.

A remortgage of transfer of equity transaction should take less time but you should be aware that when mortgage lenders are required to execute documents in a transfer of equity matter, delays can inevitably occur.

It is of course possible to complete a conveyancing transaction in a much shorter time scale than this but both seller and buyer must be full committed to the timescales and additional complications such as mortgage finance being required or documentation that is not to hand could affect the timescales detrimentally even if both seller and buyer and both sets of conveyancers and solicitors co-operate efficiently and have the will to "get on with it" so to speak.

It is always our aim to provide our conveyancing clients with the highest quality legal advice we can and if you require an extremely urgent conveyancing transaction we will be happy to discuss time saving options with you and provide legal advice in relation to the consequences of such options. Obviously, if amounts of additional work is required by us in order to achieve and if possible exceed your expectations we will be happy to put such time in, although you should be aware in cases where additional work is requested you will have to be responsible for our legal costs which may include additional disbursements. Unfortunately, we will never be able to guarantee to achieve your required timescales no matter how much work is carried out, but promise we will do our utmost in matters where urgent timescales are a factor. If your conveyancing transaction is incredibly urgent please advise your conveyancer at the outset of the transaction.

The timescales involved in most conveyancing transactions are most often reliant upon circumstances or documentation outside of our control and We cannot and will not give precise timescales for the completion of any property transaction.

Outsourcing Services and Recommendation to Third Parties

Where appropriate, during the course of the conveyancing transaction or following completion of the conveyancing transaction We may recommend to you the service of other organisations or individuals that may be able to provide you with useful products, advice or information. We will never share your information with any individual or organisations without your prior consent and will not share any of your personal contact details with any body whatsoever without your prior consent. We will only pass your details on where requested by you. If you do not wish to receive any recommendations for third party services you should inform us in writing as soon as possible.

Whilst We expect any third party recommended service or product providers to act professionally and courteously towards you and provide services and products as described to you by them in a satisfactory manner you will appreciate We cannot accept any responsibility in relation to any advice they may give you or any products or services they may provide you with and you must satisfy yourself in relation to any products or services you wish to request from such recommended services. If you have a complaint about any recommended service or product provider you should of course take it up with them directly, but also let us know so We may review their position in relation to future client recommendations.

Third party recommendations may include referrals to Mortgage Lenders, Mortgage Advisors (Independent or otherwise), Financial Advisors, Utility Companies, Insurance and Financial Institutions, Search Providers, Removal Companies and a number of other service providers which from time to time We may think you will find of use.

Limitation on Liability



Under no circumstance shall We, our Partners, Members, Employees or Agents, be liable for any loss, damage, costs or expense arising in any way from or in connection with fraudulent acts or omissions, misrepresentation or wilful default on the part of our client (s), the person, company, institution or their legal representative acting on the other side of this transaction / or our client(s) Partners, Members, Employees or Agents.

We must and do and maintain a Professional Indemnity Insurance Policy in at least the minimum sum as directed from time to time by our Professional Supervisory Body, currently the Solicitors Regulation Authority (SRA).

Tax and Accountancy Considerations

Please be aware that any property transaction may give rise to tax and/or accountancy implications. Unless specifically agreed in writing We do not and will not provide tax or accountancy advice and would direct you to your Accountants or Tax Advisors to deal with all issues in relation to tax and accountancy issues. If you require professional advice in this regard We can of course refer you to a specialist in such areas on the basis as detailed above in our third party recommendations section.

Definitions

In this document the following words mean as follows:

References to “You”, “Your”, and “Yours” “Sellers” and “Purchasers” where the context allows, refer to you as our conveyancing client and the singular includes the plural.

References to “Us”, “We”, “Ours”, “Your Conveyancer”, “Your Conveyancers”, “your Conveyancing Solicitor”, “Your Conveyancing Solicitors” refer to abt law LLP, a Limited Liability Partnership whose registered office is at 3rd Floor, 1 The Rock, Bury, Greater Manchester, BL9 0JP.

References to “Sellers Solicitors” refer to us or the solicitors or licensed conveyancers acting on behalf of the other party, the context of which shall be clear.

References to “Purchasers Solicitors” refer to us or the solicitors or licensed conveyancers acting on behalf of the other party, the context of which shall be clear.

References to “Case Tracking Facility” and “Online Conveyancing Tracking Facility” refer to the case tracking facility available to you, accessed online via our website. You will be issued with a client log-in following receipt of your instruction to act. The case tracking facility is provided at no additional cost to all our conveyancing clients and entirely at our discretion. Whilst We endeavor to ensure the case tracking facility is online and available at all times We do not guarantee or offer any warranty in relation to the availability of the case tracking facility. The case tracking facility may contain personal information particularly in relation to your financial affairs and We therefore strongly advise you to keep your log-in details private and confidential. We care about your privacy and confirm We will only provide you as our conveyancing client with log-in details. We accept no responsibility for loss of your personal data due to any negligence on your part in allowing other people access to your online conveyancing tracking facility.

References to “Contract” or “Contracts” will usually refer to the current edition of the law society’s standard conditions of sale unless stated. When issuing contracts for sale We will utilise the current edition of the law society’s standard conditions of sale and any special conditions that We consider are required.

References to “Exchange” or “Exchange of Contracts” refer to formal legal exchange of contracts and this is the point where you (and the other party) will become legally bound to perform the contract.

References to “Completion Date” will mean the date of legal completion of the sale or purchase, the actual date on which you will move in or out or officially hand over the keys or obtain the keys. We will always obtain your instructions before agreeing the completion date.

References to “Standard Legal Fee” will mean the legal fee charged for the standard work in relation to a residential sale, purchase, remortgage or transfer of equity transaction. Standard work in this regard means the work that would be required to be undertaken during the course of a normal sale and or purchase conveyancing transaction including acting on behalf of you, issuing or agreeing contracts for your sale or purchase on one occasion, obtaining instructions and answering or obtaining answers to one set of enquiries before contract, reporting to you on matters affecting the sale or purchase property, obtaining signed contracts from you, reporting to you on any searches contained within the Home Information Pack for the purchase property or forwarding a copy of the Home Information

Pack provided to us for a sale, effecting exchange of contracts upon your instructions to proceed for completion no earlier than seven working days hence, ensuring final searches and checks are affected prior to completion and affecting completion, dealing with the registration of your interest in a purchase property following completion, telephone charges, facsimile costs and storage costs.

SALE TRANSACTIONS

Correspondence

Correspondence between you and us will always be in accordance with our terms and conditions. You should also note that correspondence in relation to your sale transaction must be with all sellers of the property and our conveyancing client will consist of all sellers of the property, unless specifically agreed in writing to be otherwise. Correspondence will where possible be forwarded to you in the most efficient and fastest manner available and the majority of our correspondence with you will be by email wherever possible. Correspondence with the other parties solicitors will remain "subject to contract" until formal exchange of contracts. Correspondence (including telephone calls, emails, faxes etc) with third parties will be at our sole discretion and We will not be under obligation to correspond with any third parties. Significant correspondence with third parties upon your instructions may involve further costs. Please always ensure when sending important correspondence to us by post you use a secure delivery method such as the Post Office or Courier Service may provide. We cannot accept responsibility for any correspondence lost in the post or any costs or delays that this may cause.

Storage of Papers/Electronic Information

We are required to store your file of papers and any electronic file for six years following completion of your conveyancing transaction. Our standard legal fee covers all storage costs in this regard. After that period both your file of papers and any electronic file may be securely destroyed.

Identification Requirements

Identification requirements must be satisfied before any substantial legal work can be commenced by us on your behalf. You should therefore ensure you provide us with the correct identification documents as early as possible in the conveyancing sale transaction.

In accordance with Money Laundering Guidelines issued by the Law Society We must both "identify" our conveyancing clients and "verify" your identity. Identifying you as our client is achieved by way of you providing to us a "certified" copy of your valid Passport or Driving License together with "certified" copies of two utility bills. A "certified" copy is a copy taken by another company in the same "regulated sector" as ourselves such as a bank, building society or regulated estate agent or regulated mortgage advisor and signed to confirm they have seen the original. We must then "verify" your identity by undertaking an electronic identity check. Please note this is not a "credit check". We must do this check for each conveyancing client We have and the cost of our current Identification Search is £10.00 plus vat for each seller. If We are unable to verify your identity by carrying out our electronic search, We may have to ask you for additional proof of Identity. If you do not wish us to check your identity We will be unable to act for you in relation to your sale conveyancing transaction.

Acceptable Documents for Identification Purposes

One of either:

Valid UK Passport
Valid UK Driving License (both parts in the case of photocard driving license)
Armed Forces Photo Identification Card

Plus 2 of either:

Utility bills (dated within the last three months)
Council Tax Bill (dated within the last three months)
Official Tax Coding Notice issued by the Inland Revenue (dated within the last three months)

If you have any difficulties in complying with our Identification Requirements you should discuss this immediately with your conveyancer.



Deeds

In order to proceed as quickly as possible with your sale conveyancing transaction We will require the title deeds to the property. If you currently have a mortgage on the property, the title deeds may be held by your existing lender. Please ensure you provide us with the name of your existing lender(s) and your mortgage account number(s) as early as possible in the conveyancing transaction. If you currently do not have a mortgage on your property, please advise us as to the whereabouts of your title deeds urgently and ensure you return the enclosed "Acceptance of Terms and Conditions" containing your authority to obtain the title deeds from a third party (such as your previous solicitors or mortgage lender). If you have the title deeds in your possession please forward these to us by secure delivery method (such services as provided by the Post Office) to ensure the safety of the title deeds in transit. Please note We cannot accept responsibility for any documentation forwarded to us that may be lost in the postal system.

In the event that your title deeds have been previously lost We may be able to reconstitute the title deeds from documents held at the land registry or from obtaining title deeds from neighbouring properties. You should let us know immediately if this is the case.

Redemption Statements

Once we have received the details of your mortgage lender We will request a redemption statement at the outset of your sale conveyancing transaction. We will provide you with a copy of this statement. It is your responsibility to ensure this statement is correct. In the event the redemption statement is incorrect you must contact your mortgage lender immediately to discuss this and confirm that the redemption statement is incorrect to your conveyancer. You must ask your mortgage lender to rectify the statement and let us know when you have done this. We will then request an amended statement from your mortgage lender which will once again be forwarded to you to check. We will request a final redemption statement from your mortgage lender once contracts have been exchanged and will endeavor to provide you with a copy of the final redemption statement prior to completion. You should note that we cannot accept responsibility for errors or omissions in redemption statements and it is your responsibility to ensure all redemption statements are correct. In the event that there is a shortfall on your mortgage/or secured loan account after repayment by us you should note that you will be contractually bound in accordance with the terms and conditions of your original mortgage offer and will in all likelihood be required to pay any shortfall to your mortgage lender immediately. We do not accept responsibility for your failure to disclose facts that could affect your mortgage redemption statement nor for error or omissions by your mortgage lender or loan provider. The standard mortgage lender fee will be charged for each mortgage or secured loan we are required to redeem.

Property Information Form

Enclosed with our Client Care Pack are two forms currently called the "Property Information Form" and "Additional Property Information Form" which contain a number of standard enquiries which require your answers. Please provide your answers to the best of your ability and ensure honesty when answering them. Any documentation required to support your answers in the property information forms must be provided on return of the completed forms by you. It is important that you provide the purchasers of your property with accurate information. In the event that you do not fully disclose relevant information you should be aware that the purchasers may take action against you in the form of legal proceedings following completion of the sale of your property. Please note that We accept no responsibility for the information provided by you and any mis-statement or failure to disclose will be entirely at your own risk. If the information provided at the outset of the transaction and contained in the Property Information Forms changes during the course of the transaction you must inform us immediately to enable us to pass this change in information onto your purchasers legal representatives. If you fail to do so, once again We cannot accept responsibility in this regard and it is entirely at your own risk.

Fittings and Contents List

Please also find enclosed with our Client Care Pack a document headed "Fittings and Contents List" for you to complete and return. The Fittings and Contents list forms part of the contract and you should ensure that any items included in the sale price for the property are duly included in the list. On exchange of contracts the list will be a legally binding part of the contract and if you fail to leave any items detailed as included on the list this may be construed as "breach of contract" and the purchaser may take action against you via legal proceedings. If any of the information contained in the list changes prior to exchange of contracts you must let us know immediately.

Additional Documentation



You must provide us with ORIGINALS of all the additional documentation that may be relevant to the sale of your property. The Originals will then be passed to the purchasers legal representative on completion. If you require them, you should keep copies of any documentation you send to us. Please ensure you do this prior to forwarding the documentation to us. If We are required to supply documentation back to you this could involve additional charges. Additional documentation that may be required includes guarantees, warranties, planning permissions and building regulation approvals, NHBC documentation, quotations for works and paid invoices for works, service records amongst other things of relevance to the sale of the property.

You must tell us of any alterations or additional that have been made to your property and provide us with the appropriate documentation in this regard including (where applicable) local authority planning and building regulation documentation and consent where required under the title deeds to the property. If you have any queries as to what documentation We require, please do not hesitate to contact us.

If We are required to obtain further documentation that you cannot provide to us in order to proceed with your sale conveyancing transaction it may be that additional costs may apply including additional disbursements costs.

Water Authority Account

Please provide us with a copy of your latest Water Authority Account as requested in the Property Information Form for us to pass onto your purchasers solicitors. If you are subject to private drainage arrangements such as a septic tank or cesspit please ensure you forward any documentation you have in this regard and ensure any answers given on the Property Information Form reflect this.

Home Information Packs (HIPS)

Home Information Pack legislation enacted by the Government now sets out that any person marketing a property for sale must commission a Home Information Pack subject to current government guidelines. The responsibility for commissioning the Home Information Pack is the responsibility of the person actually marketing the property whether seller direct or estate agent, and it is now directed in law that a Home Information Pack must be in place following commissioning as soon as possible. The Home Information Pack has been brought in to try and minimise delays in the conveyancing process and for environmental reasons. If you have a Home Information Pack for your sale property you should supply us with a copy without delay. We will then provide a copy to the purchasers solicitors along with the draft contract at the outset of the conveyancing transaction.

Penalties

The penalty for not providing a HIP is a £200 fine, together with the cost of having to produce the Home Information Pack.

HIPs Contents

The HIP consists of the following documentation:-

- Index

The index sets out the documentation included in the Home Information Pack.

- An Energy Performance Certificate.

This certificate will be provided by a Domestic Energy Assessor who will visit the property to ascertain the current energy efficiency of the property and the report will often contain suggestions for the improvement of energy usage at the property.

- Local Authority and Water Authority Searches

These searches are required under the current HIPs legislation and consist of a list of questions answered by the appropriate Local and Water Authority.

- Proof of Ownership of the Property.

If the property is registered with the Land Registry this will consist of a copy of the information currently held on the property register at the Land Registry at the time of the HIPs commission. For unregistered property this will consist of a document known as an Epitome of Title together with copies of all the documentation referred to therein.

- Sale Statement

The sale statement generally sets out the terms of the sale.

- Property Information Questionnaire

The Property Information Questionnaire must now be included as standard in the Home Information Pack. The Property Information Questionnaire consists of a list of questions that must be answered by the seller.

It remains the responsibility of you as the seller to ensure the documentation provided in the Home Information Pack is correct, valid and accurate as this information may be relied upon by the purchasers.

We can accept no responsibility for the information or documentation contained where the Home Information Pack is provided to us by a third party such as you, the estate agent or other provider.

You should be aware that it is likely that you will also receive a Home Information Pack for the property that you are purchasing from the seller or estate agents marketing the property. In some instances it may be that the pack contains searches that are not covered by indemnity insurance or are out of date. In instances where the Home Information Pack contains inadequate or unreliable insurance policies, are provided by unregulated or uninsured third parties or where searches contained therein are now considered out of date or inadequate that We must carry out new searches on behalf of your mortgage lender.

Issuing Contracts - Your Sale Property

We will always endeavor to issue contracts for your sale property as soon as practically possible. This will usually be upon receipt of the required documentation and information as requested in our Client Care Pack and following receipt of the Home Information Pack from you. We will not issue contracts without full return of all the documentation and information We have requested. You must also ensure all sellers of the property agree the information contained within the forms and ensure all sellers sign the forms before return.

As stated above the enquiry forms completed by you as enclosed with our Client Care Pack will accompany the contract and form part of the contract. You must ensure all information and documentation provided by you is correct and accurate. This is both to avoid any risk of prosecution by the purchasers following completion of your sale conveyancing transaction and to avoid incurring unnecessary additional legal costs. If We are required to re-issue contracts due to incorrect information provided to us by third parties such as estate agents or you as the seller We reserve the right to charge additional legal costs in accordance with these terms and condition.

Leasehold Property

In addition to the information and documentation mentioned above, if your property is leasehold We will require further documentation to pass to your purchasers solicitors. This additional documentation consists of the following:

- Sellers Leasehold Information Form.

If you have informed us that your property is leasehold when instructing us the Client Care Pack will contain a further form for completion and return. This is the Sellers Leasehold Information Form and again must be completed by you to the best of your knowledge and ability. Failure to disclose relevant information required in this form could again render you at risk of prosecution by the purchasers following completion of the sale. The Sellers Leasehold Information also requests the following documents to be included on its return to us (where applicable):

- A copy of the last three years service charge and maintenance accounts.
- A copy of the existing, valid buildings insurance policy covering the property.
- An up to date statement of payments for ground rent and service and maintenance costs.
- Memorandum and Articles of Association of the Managing Agents
- The name and address of any Managing Agents and the full details of your Landlord/s.

Please be aware that We are not able to ensure the accuracy of the documentation and can provide no warranty in relation to any errors or incorrect information contained in the above documentation which is given by you or a third party and that may cause you loss or inconvenience in the future. No warranty will be given by us in relation to the payment or apportionment of ground rent or service and maintenance and insurance charges either before or after completion of your property transaction. We can only act on the information provided by you or the landlord or managing agent of your landlord and can never ensure the accuracy of any such information or documentation provided to us by a third party and based upon information in their possession.

In some instances, it may be necessary for us to request a Sellers Pack from the Managing Agents or Landlords which will contain the above information. Additional fees will be payable in this respect which will be payable by you when We request the Sellers Pack.

We will always try to provide you with details of the disbursement fees payable for the provision of the Sellers Pack where required as soon as possible. You will be required to make payment to us in cleared funds prior to us requesting a Sellers Pack from the Managing Agents or Landlords.

Please note that any delay in providing us with this disbursement fee may delay the sale of your property.

Please also note that if We are required to obtain a copy of the Lease for the property from the Land Registry a further disbursement will be payable by you.

Existing Mortgages

You legal obligations in relation to any existing mortgages will continue until legal completion of your sale matter and you should therefore continue to make all payments as required by your mortgage lender until We have formally notified you of legal completion taking place and confirm that your existing mortgage/s have been redeemed in full. You should never cancel arrangements for payment, such as Direct Debits or Standing Orders until after We have confirmed legal completion to you. Some mortgage lenders redemption statements provided to us operate on the basis that all payments due up to the redemption date are made as required. In the event that you fail to make required payments prior to completion We will be unaware of this which may subsequently lead to a shortfall on your mortgage account. Any outstanding debt will remain your legal responsibility under the terms and conditions of your existing mortgage. It will also continue to accrue interest, and may affect your ability to obtain credit in the future.

Should you fail to keep up with required payments on any existing mortgages or loans and as a result We have to become involved in dealing with such matters following completion of your sale, you will be liable for our additional time at a cost of £125.00 per hour in addition to any other losses We may incur in this regard.

Local Authority Home Improvement Grants

If you have ever received any form of Home Improvement Grant from the Local Authority for the property you are selling you must provide us with full details including the current amount outstanding and full details of all works covered by the grant at the outset of the transaction. It may be that part or all of the monies received under the grant may be repayable to the Local Authority on sale of the property and you should note this if it applies to you.

Right to Buy Properties

If the property you are selling was bought by you (or a former owner) under the Right to Buy Legislation from a Local Authority or Social Landlord it may be that all or part of the discount is repayable on a subsequent sale within set timescales. If you feel that this will apply to your sale transaction you should let us know at the outset of the transaction. Failure to disclose such information to us at the appropriate time may result in delays for the completion of the sale conveyancing transaction and result in further legal costs being charged.

Additional Occupiers

You must inform us immediately at the outset of the sale conveyancing transaction if any other person or persons reside at the property that do not own the property. "Additional Occupiers" means any person or persons who are 18 years old or more and actually live at the property, whether on a full or part time basis. Additional occupiers will be required to consent to the sale of the property by signing the sale Contract and We will incorporate a relevant clause into the contract in this regard. Failure to inform us of any additional occupiers at the property at the outset of the transaction may lead to delays in the sale conveyancing transaction and in the event that We are required to issue amended contract documentation to the purchasers solicitors, involve you in additional legal costs for re-issuing contracts.

Matrimonial or Partner/Third Party Disputes

If you are currently involved in any matrimonial or civil partner proceedings or any other third party disputes that involve the property in any way you must inform us at the outset of the sale conveyancing transaction so appropriate action may be taken urgently. If you fail to inform us of any such circumstances you should be aware that you may be involved in proceedings by any such third party and be invoiced for further costs in this regard.

Vacant Possession

The requirement to give vacant possession forms a part of the contract. The general contract sets out a time of 2pm for formal vacant possession of the property to be handed over to the new purchasers however it is not unusual for contract time to be amended (particularly when you have both a sale and purchase transaction completing on the same day). Vacant possession means giving full possession of the property to the purchasers on the completion day by the allotted time and all items not included in the sale property price should be completely removed from the property by this time. This includes all items in sheds, garages, loft spaces and cellars. If you fail to give vacant possession in accordance with the terms of the contract you may find yourself in breach of contract and involved in further legal action and legal costs in this regard.

Deposit on Exchange of Contracts

Exchange of Contracts will normally occur when all parties are ready to commit to the contract following completion of the purchasers investigation of title and receipt of the purchasers deposit monies.

On exchange of contracts the parties to the contract, including you as the seller of the property, will become legally bound to complete the contract on the completion date as specified on exchange of contracts (the date when you will actually move out (if resident) and hand over the keys. Upon exchange of Contracts, a deposit is payable by the purchaser.

The general Contract specifies that 10% of the sale price is payable by the purchaser on exchange of Contracts. In some circumstances, it may happen that your purchasers do not have a full 10% deposit available upon exchange of Contracts. This may be because your purchasers are obtaining more than 90% of the purchase price from their mortgage lenders or that your purchasers have a connected sale where their purchasers are obtaining a mortgage of 90% or more.

When instructing us to act on the sale of the property on your behalf you are confirming your instructions that We may accept less than a 10% deposit from your Purchaser to secure the contract. The Contract of Sale stipulates that a 10% deposit will become payable by your Purchaser in the event that they fail to complete the purchase conveyancing transaction. You should note that We cannot guarantee that the purchaser will pay the full 10% deposit payable in this event and therefore no guarantee or warranty is given by us that you will be able to recover the full 10% deposit from your Purchaser in the event that the full deposit is not provided on the date of exchange of Contracts. It may be that you may have to institute legal proceedings against the purchaser for breach of contracts and this could involve you in additional legal costs.

You should also note that by exchanging Contracts, you will be contractually bound to sell your property on the completion date. In the event that you fail to complete the sale transaction and breach the sale Contract you are likely to incur large financial penalties and additional legal costs.

Access Prior to Completion of the Sale

You should never give access to the property (outside of you being present) to the purchasers until formal completion of the sale. This would include giving the purchasers a key to the property which you must never do until We have confirmed to you that We have received the full sale monies when We will inform you directly to hand over the keys. If the keys for the property are left with your estate agent, they will wait for us to confirm the position with regards to completion before handing over any keys. In the event that you agree to give access to the property to the purchasers before formal completion of the sale you must inform us immediately and NOT hand over the keys until We have told you to do so. Arranging access to the property with your purchasers before legal completion will involve additional legal work to be carried out on your behalf to try and ensure your position with regards to the property. In this regard you will incur additional legal costs and potentially expose yourself to risk in relation to the property.

Completion

We will confirm to you upon exchange of contracts the exact date for completion of the sale of your property. We will of course always obtain your instructions prior to exchange of contracts on the completion date. The "completion date" is the date that you will actually sell your property and move out (if appropriate) and We strongly recommend you complete at least seven working days following exchange of contracts. This enables you to make your final arrangements in confidence including confirming your removal service or booking your van rental, booking time off work, sending us final funds for completion and the million and one other things you will need to arrange.

It also allows us adequate time to carry out our final checks, obtain any outstanding signed documentation We will require back from you in time for completion, request and obtain final redemption statements required from your existing mortgage lender or secured loan providers and obtain your estate agents final account. If you require us to exchange contracts with completion set for less than seven working days after exchange We will charge an additional amount for expedited completion in accordance with these terms and conditions.

You should ensure you have taken meter readings for the utility services at the property and informed all utility providers in addition to the Local Authority you pay council tax to. You should also arrange to cancel any direct debit payments to your mortgage lender, buildings insurance provider and utility companies. You may also wish to arrange with the post office for redirection of your mail.

You must ensure you vacate the property on the completion date in accordance with the terms of the contract and remove all items not included in the sale. Failure to complete in accordance with the terms of the contract could involve you in substantial legal costs.

Estate Agents Fees

We will normally pay your Estate Agents bill from the net proceeds of sale unless you specifically provide written instructions not to. We will always endeavor to provide you with a copy of the estate agents account prior to completion for you to check. In circumstances where this is not possible due to the estate agents failure to provide us with a written copy of their invoice We will always endeavor to obtain your verbal confirmation that the bill is correct. We do not accept responsibility for any errors or omissions contained in the estate agents bill and it is your responsibility to ensure it is correct.

Buildings and Contents Insurance

You should be aware that the sale Contract stipulates that buildings and contents insurance will remain your responsibility up until the date of completion unless the contract specifically states to the contrary. This means that you must NOT cancel your building insurance policy until the actual date of completion and We have confirmed to you that legal completion has been effected.

No Move No Fee Indemnity

You may wish to ensure that you are not involved in legal fees should your sale conveyancing transaction not proceed to completion. We offer a No Move No Fee Indemnity in the event of an abortive sale conveyancing transaction. If you wish to take advantage of our No Move No Fee Indemnity you should indicate when you return your formal Acceptance of Terms and Conditions and enclose payment for the same. The No Move No Fee Indemnity protects you against abortive legal fees which could amount to the full amount of the conveyancing sale invoice in the event of the sale conveyancing transaction aborting close to exchange of contracts. The No Move No Fee Indemnity does not cover disbursements incurred during the course of your sale, the cost of which will remain your responsibility to discharge.

PURCHASE CONVEYANCING TRANSACTION

Correspondence

Correspondence between you and us will always be in accordance with our terms and conditions. You should also note that correspondence in relation to your purchase conveyancing transaction must be with all purchasers of the property. Correspondence will where possible be forwarded to you in the most efficient and fastest manner available and the majority of our correspondence with you will be by email wherever possible. Correspondence with the other parties solicitors will remain "subject to contract" until formal exchange of contracts. Correspondence (including



telephone calls, emails, faxes etc) with third parties will be at our sole discretion and We will not be under obligation to correspond with any third parties. Significant correspondence with third parties upon your instructions may involve further costs. Please always ensure when sending important correspondence to us by post you use a secure delivery method such as the Post Office may provide. We cannot accept responsibility for any correspondence lost in the post or any costs or delays that this may cause.

Identification Requirements

Identification requirements must be satisfied before any substantial legal work can be commenced by us on your behalf. You should therefore ensure you provide us with the correct identification documents as early as possible in the conveyancing purchase transaction.

In accordance with Money Laundering Guidelines issued by the Law Society We must both “identify” our conveyancing clients and “verify” your identity. Identifying you as our client is achieved by way of you providing to us a “certified” copy of your valid Passport or Driving License together with “certified” copies of two utility bills. A “certified” copy is a copy taken by another company in the same “regulated sector” as Us such as a, bank, building society or regulated estate agent, regulated Mortgage Advisor or regulated Financial Advisor and signed to confirm they have seen the original. We must then “verify” your identity by undertaking an electronic identity check. Please note this is not a “credit check” and no record remains on your credit file in this regard. We must do this check for each conveyancing client We have and the cost of our current Identification Search is £10.00 plus vat for each seller. If We are unable to verify your identity by carrying out our electronic search, We may have to ask you for additional proof of Identity. If you do not wish us to check your identity We will be unable to act for you in relation to your purchase conveyancing transaction.

Acceptable Documents for Identification Purposes

Certified copy of either of the following documents:

Valid UK Passport
Valid UK Driving License (both parts in the case of photocard driving license)
Armed Forces Photo Identification Card

Plus certified copy of 2 of the following documents:

Utility bills (dated within the last three months)
Council Tax Bill (dated within the last three months)
Official Tax Coding Notice issued by the Inland Revenue (dated within the last three months)

If you have any difficulties in complying with our Identification Requirements you should discuss this immediately with your conveyancer.

Storage of Papers/Electronic Information

We are required to store your file of papers and any electronic file for six years following completion of your conveyancing transaction. Our standard legal fee covers all storage costs in this regard. After that period both your file of papers and any electronic file may be securely destroyed.

Discrepancies

You must always be aware that We have not and will not visit the property you are purchasing and your conveyancer will never make a physical inspection of the property. We are therefore required to rely on the information supplied to us by the seller’s conveyancing solicitors, estate agents in their memorandum of sale and information supplied to us by public bodies such as the Land Registry and Local Authority. Although the seller is duty bound to supply accurate information in relation to the property, We can obviously not provide any guarantees or warranties that this information is in fact correct as this is clearly outside the scope of our knowledge of the property. It is therefore imperative that you inform us of any discrepancies in the information provided by the seller and your actual knowledge of the property. An example of such an instance may be in the case where you are aware that other people live at the property but the seller has stated the contrary in the information provided to us via their legal representatives. You should inform us immediately if there are any discrepancies in the information provided by the seller via their solicitors or conveyancers so We may take immediate action to clarify the situation. Please remember it is your responsibility to check all the information We provide to you and let us know if it is not accurate and a true

representation of the property. If you receive any information that does not accord accurately with the information provided by the sellers tell your conveyancer immediately.

Home Information Packs

Home Information Pack legislation enacted by the Government now sets out that any person marketing a property for sale must commission a Home Information Pack subject to current government guidelines. The responsibility for commissioning the Home Information Pack is the responsibility of the person actually marketing the property whether seller direct or estate agent, and it is now directed in law that a Home Information Pack must be in place following commissioning as soon as possible. The Home Information Pack has been brought in to try and minimise delays in the conveyancing process and for environmental reasons. If you have a Home Information Pack for your purchase property you should supply us with a copy without delay. We will always request a copy of the Home Information Pack both from the estate agents and sellers conveyancing solicitors in a purchase conveyancing transaction.

HIPs Contents

The HIP consists of the following documentation:-

- Index

The index sets out the documentation included in the Home Information Pack.

- An Energy Performance Certificate.

This certificate will be provided by a Domestic Energy Assessor who will visit the property to ascertain the current energy efficiency of the property and the report will often contain suggestions for the improvement of energy usage at the property.

- Local Authority and Water Authority Searches

These searches are required under the current HIPs legislation and consist of a list of questions answered by the appropriate Local and Water Authority.

- Proof of Ownership of the Property.

If the property is registered with the Land Registry this will consist of a copy of the information currently held on the property register at the Land Registry at the time of the HIPs commission. For unregistered property this will consist of a document known as an Epitome of Title together with copies of all the documentation referred to therein.

- Sale Statement

The sale statement generally sets out the terms of the sale.

- Property Information Questionnaire

The Property Information Questionnaire must now be included as standard in the Home Information Pack. The Property Information Questionnaire consists of a list of questions that must be answered by the seller.

You should be aware that it is likely that you will also receive a Home Information Pack for the property that you are purchasing from the seller or estate agents marketing the property. In some instances it may be that the pack contains searches that are not covered by indemnity insurance or are out of date. In instances where the Home Information Pack contains inadequate or unreliable insurance policies, are provided by unregulated or uninsured third parties or where searches contained therein are now considered out of date or inadequate that We must carry out new searches on behalf of your mortgage lender. HIPs may not always contain all the searches required by your mortgage lender. In cases where additional/replacement searches are required there will be additional costs to you as the purchaser including additional disbursement fees.

Additional Occupiers

When you are purchasing a property with the aid of mortgage lender finance We will be required to ask you for full details of any persons aged eighteen years or over who will occupy the property (reside at the property) following

completion of your purchase who are not party to the mortgage. In some instances, it will be necessary for such persons to enter into a form of Consent to the mortgage. Such persons may find it necessary to obtain independent legal advice in this regard, advice which We, acting on your behalf and on behalf of your mortgage lender, will be unable to provide. In instances where We are required to obtain a formal Consent to mortgage from such persons additional charges will be incurred for the additional work required.

Physical Characteristics of the Purchase Property

It is essential you advise us of the specific physical characteristics you are aware of at the property you are purchasing. Remember, We have not and will not physically inspect the property and must rely on information provided by third parties when dealing with the property. We will always enquire of the sellers solicitors as to whether the property has been altered or extended, has had any boundaries revised or moved, is connected for utility services and for any information they have in respect of neighbouring land, but it is also essential that you advise us if any of the following issues affect the property you are buying:

- **Alterations or Additions.** Alterations or Additions to notify us of include but are not limited to extensions to the sides, rear or front of the property including porches. Alterations to the roof space such as dormer windows fitted after original construction or altered height of the property. External alterations including replacement windows and frames, or additional window openings, internal alterations including removal or construction of internal walls, additional bathrooms or en-suite bathrooms added, kitchens which would include electrical works in the installation, loft conversions, or any other alteration which would be considered significant enough to require local authority planning consent, local authority building regulation approval or competent person scheme certification such as Corgi Certificates for gas installations or FENSA Certificates for window installations. Some electrical works also require certification by N.I.C.E.I.C or approval under building regulation rules. Failure to advise us of an alteration or addition to the property could result in significant issues for you as the new owner of the property following completion of the purchase including legal proceedings should the alterations or additions have been carried out without the required permissions. We obviously cannot accept responsibility or give any guarantees or warranties in relation to alterations or additions where there has been a failure to disclose such required information either by the sellers, their solicitors, the authorities including public authorities or you. Where We are required to carry out additional work obtaining documentation from third parties in relation to such changes or provide alternative solutions involving additional work additional charges will apply that may include additional disbursement charges.
- **Boundaries.** A copy of the title plan will be included in the Home Information Pack for the property (where a property includes a Home Information Pack) or will be supplied with our report to you prior to exchange of contracts. The title plan is a copy of the plan of the property held at the Land Registry. It is important to note that the title plan does not contain exact dimensions or measurements on the plan. You must ensure that the boundaries as shown on the title plan accord with the boundaries as shown on the ground. In the event that this is not the case it is your responsibility to ensure that you inform us immediately in order that We can take the required action prior to exchange of contracts and you committing yourself to the purchase. In instances where the property you are purchasing consists of more than one title it will be necessary for you to check all the plans in relation to the whole property you are purchasing and ensure they are correct. For properties consisting of more than one title, additional work will be necessary and additional charges will apply as appropriate. For properties requiring boundary rectification or further investigation for which We are required to do additional work, additional charges including additional disbursement charges may apply to you. Again, please remember We have not and will not physically inspect the property and it is your responsibility to ensure you inform us if the title plan appears to be incorrect in anyway. We cannot accept responsibility or give any guarantees or warranties where there has been a failure on your part to inform us of any discrepancy or where there has been a failure to disclose or error either by the seller, their solicitors or the authorities including the public authorities.
- **Drainage, Water and Utility Supplies.** We will always enquire of the sellers solicitors as to the utility services connected to the property and obtain the results of a drainage search confirming the drainage and water services connected to the property (unless specifically instructed in writing not to by you). Once again We are required to rely on the sellers solicitors replies to our enquiries. If you have any information that contradicts the information given, such as the property having a private water supply or drainage via any other means than mains drainage i.e. by way of septic tank or cesspit you should inform your conveyancer immediately. Private water and drainage facilities will require additional work which may involve you in additional charges including additional disbursement fees where applicable. We cannot accept responsibility or give any guarantees or warranties where there has been failure to disclose, either by the sellers, their solicitors, the authorities including public authorities or you.

- Unusual physical characteristics. Some properties have unusual physical characteristics that require further investigation prior to exchange of contracts and your legal commitment to purchase. Residential properties come in many shapes and sizes and it is not always obvious from the documentation of the existence of unusually physical characteristics affecting a property. Remember, We have not and will not physically inspect the property. If your property is unusual in any way at all you should tell your conveyancer immediately to enable further information to be obtained. Unusual characteristics would include things such as part of the property overhanging a neighbouring property (known as a flying freehold), access to the property being obtained over private land of some form, neighbouring property appearing to be “moving over” onto the property (known as encroachment), a stream or river running through the property, a property abutting common land such as a village green, a clear public footpath or right of way for the benefit of a neighbouring property or land, rights for the grazing of cattle or sheep amongst many others. This is not an exhaustive list and it is your responsibility to ensure you notify your conveyancer of any unusual physical characteristics for your particular purchase property. Purchase conveyancing transactions involving investigations and resolutions in relation to unusual physical characteristics which affect the legal title to the property may require additional work for which additional charges will be incurred by you including additional disbursement charges. We cannot accept responsibility or give any guarantees or warranties where there has been a failure to disclose, either by the sellers, their solicitors, the authorities including public authorities or you.

Adjoining Property and Land

The local search covers the specific property searched against and does not cover any adjoining property or land or any land located close to the property. If you are concerned about any issues relating to either adjoining land or land located close to the property, such as development on any such land you should discuss the possibility with the local authority and advise us immediately of any development plans that may affect the current or future value of the property where you are purchasing with the aid of mortgage finance. We cannot accept responsibility for future use of adjoining or land located close to the property as such matters are of course beyond our control.

Guarantees and Costings/Quotation for works

In cases where the Property Information Form reveals the existence of guarantees for works at the property a copy of any such guarantees should be provided to us by the sellers solicitors and We will request a copy for your information. We will always endeavor to provide copies of any such guarantees to you. Please note We will not comment on the validity or enforceability of any such guarantees and it is your responsibility to ensure that any guarantees that you may wish to rely on are still valid and enforceable.

In the event that We are specifically required to check the validity or legal enforceability of any guarantees or warranties available for the benefit of the property as may be referred to in your survey or mortgage valuation report or in the special conditions or your mortgage offer or to obtain copies of reports, costings or quotations for works required under the special conditions of your mortgage offer where We are required to carry out additional work, charges may apply which may include additional disbursement charges.

Surveys

We would recommend you always have a full structural survey carried out by an independent qualified surveyor and obtain the results in writing prior to legal commitment to any purchase of a property. It is ultimately your risk and your choice. If cost is an issue you may wish to consider a less costly option such as a Homebuyers Valuation Report which is set out in standard format and acts as a half way house between a full structural survey on which you will be able to rely on (subject to the surveyors terms and conditions) and a mortgage valuation report carried out on behalf of your mortgage lender, the contents of which you will not, in most cases, have any legal recourse to.

We draw your attention to any comments made by the surveyor or valuer in relation to issues affecting the property, including possible works of maintenance and repair that may be required now or in the future. You should always investigate the cost and implication of instating any such works that may be required prior to committing yourself to any purchase by exchanging contracts. You should inform your conveyancer if you need to delay exchange in relation to any such matters. We cannot accept responsibility for any losses suffered as a result of your failure to inform us of your requirements in this regard. If We are required to become involved in any additional work in this regard additional charges may apply to you including additional disbursement fees where applicable.

If you are purchasing a property with the aid of mortgage lender finance, your mortgage lender will insist a valuation report is carried out by a surveyor appointed by them. The lender may or may not provide you with a copy of the mortgage valuation report as a matter of course, but you should always ensure you obtain a copy and you must provide a copy to us as soon as you have it. You must note that although in most cases you will have been required to fund the cost of the mortgage valuation report, you as the purchaser did not commission the report, the mortgage lender did this and they will be the only party to which the surveyor has a legal duty of care. This essentially means that you will not legally be entitled to rely on the mortgage valuation report should the report be subject to incorrect information, errors or omissions.

In cases where the mortgage valuation report, Homebuyers Valuation Report, or Survey reveals title defects requiring additional work to investigate and remedy additional charges may apply which may include additional disbursement fees.

Conveyancing Searches

We will need to carry out conveyancing searches as part of the legal work for your purchase. All purchase matters will require at least a land registry priority search to be carried out prior to completion and where you are purchasing with the aid of mortgage lender finance We will also be required to have the satisfactory results for at least a local authority search (whether personal or official) and a drainage and water search, both of which should be contained within the sellers Home Information Pack.

We will report the results of all searches to you in a professional manner (in so far as our professional knowledge and qualifications allow) and endeavor to provide options for dealing with the results, at the lowest possible cost to you.

In instances where the searches have been provided by unregulated or insured parties or the searches are deemed to be out of date under Council for Mortgage Lenders Instructions to Conveyancers or are in any way unacceptable in this regard it will be necessary for us to remedy the situation by way of arrangement of indemnity insurance covering your mortgage lender or by obtaining new conveyancing search results at additional cost to you including additional disbursement fees.

We will always endeavor to obtain options to remedy situations and will provide full details of possible remedies and the costs involved where required. Council for Mortgage Lenders Instructions confirm "all conveyancing searches a prudent solicitor would carry out" are required in a purchase conveyancing transaction and in this regard where the Home Information Pack does not provide all the searches, such as Environmental Searches or Chancel Check Searches additional charges will apply which will include additional disbursement charges. All Chancel Checks searches containing a risk of potential liability will require indemnity insurance to be placed on risk for the protection of you and your mortgage lender. In the first instance We will request the seller provide the policy at no cost to you. If We are required to deal the additional work involved in this regard additional costs will apply in addition to an additional disbursement.

All disbursement charges in relation to conveyancing searches will be required to be paid by you in advance of us requesting the search from the search provider. In this regard We will ask you for money on account of disbursements at the outset of the conveyancing transaction in the sum of £100.00.

In the event that no additional searches are required this amount will be credited to your bill on completion of your conveyancing purchase transaction. In the event that your purchase conveyancing transaction does not proceed to legal completion We will be unable to refund any money already paid or to be paid out to search providers in this regard.

Please ensure you provide us with your payment on account when requested. Failure to provide money on account of searches will result in delays in the processing of your conveyancing transaction. In order to avoid delays in the processing of your purchase conveyancing transaction We will use any monies paid to us on account of searches to affect any searches required to proceed with your conveyancing without checking further with you unless you specifically request us to do so in writing.

In the event that the money on account of searches provided to us at the outset of the transaction is not enough to carry out all the searches required We will ask for a further payment on account before proceeding with any further searches.

We can accept no responsibility for errors or omissions by conveyancing search providers that may be contained within the conveyancing search results including public and private authorities that may affect your enjoyment of the property after completion of your purchase.



Unless either you specifically inform us in writing of your wish to have an official local authority search or this is a requirement of your mortgage lender, We will instruct personal search agents to carry out a personal search on your behalf. Our personal search providers can generally provide conveyancing search results much faster than many local authorities and have the benefit for you in many cases of costing less. In the event that your lender will only accept an official local authority search We will be required to obtain an official local authority search which may involve additional legal costs which may include additional disbursement fees and cause delays in the processing of your purchase conveyancing transaction.

Properties located in specific locations may require additional specialist searches in accordance with the Council for Mortgage Lenders instructions to conveyancers, relating to previous activities carried out in the area. Such specialist searches include coal mining searches which check for previous mining activity may affect the property, Cheshire Brine Searches confirming if mineral extraction activities may affect the property, Tin Mining Searches, Clay Extractions searches amongst others. If We are required to carry out such searches on behalf of you or your mortgage lender additional legal costs will apply which will include additional disbursements. We will advise you if specialist additional searches are required for your purchase property and of the costs involved where required.

Some search results contain information on which We are not qualified to offer any legal advice in relation to. This is very much the case for environmental searches which are carried out by us to confirm the position with regards to "Contaminated Land" only. We cannot comment on any information contained within the Environmental Report other than to provide a copy to you and advise you as to whether the land is currently designated as "Contaminated Land" and therefore deemed unsuitable for lending purposes.

It is often possible in such cases to remedy the immediate obstacle to proceeding by way of obtaining an indemnity insurance policy to protect your lender which will involve you in additional legal costs including additional disbursements fees. The indemnity policy will only cover costs incurred if the land proves to be contaminated and may cover some of the costs involved in remedying the situation but is also likely to cover loss of value to the property in this regard. It will never confirm if the land in question is contaminated and represents any hazard to health. As We are not qualified to provide you with advice in respect of the results of the environmental search We strongly advise you to obtain advice from a suitably qualified chartered surveyor or environmental expert on the result of any environmental searches to ascertain if the search reveals anything which may affect your future enjoyment of the property or the future value of the property.

All Chancel Check searches containing a risk of potential liability will require indemnity insurance to be placed on risk for the protection of you and your mortgage lender. In the first instance We will request the seller provide the policy at no cost to you. If We are required to deal the additional work involved in this regard additional costs will apply in addition to an additional disbursement.

A full chancel search can be undertaken at further cost which can confirm if any actual liability exists but this can take time and cause delays and be substantially more expensive than obtaining an indemnity policy to protect you and your lender, however, if you would prefer this option We will provide you with details of the additional costs and disbursements, please note you must inform us in writing in good time if you would prefer this option.

Leasehold Properties

If the property you are purchasing is Leasehold We will be required to carry out additional work in this regard. We will require a copy of the Lease from the sellers solicitors and will check the document for details of any unacceptable or onerous provisions. We will also report to you in relation to the document. Depending upon the terms of the lease We may also request:

- Copies of the last 3 years ground rent and service and maintenance charge accounts;
- A copy of the existing valid, buildings insurance policy for the property
- An up to date statement of ground rent and service and maintenance charges;
- An estimated service and maintenance charge budget for the current or coming year.
- The full details of the Managing Agents and Landlords.

In some instances the Sellers Solicitors may provide us with a copy of the sellers pack from the Managing Agent which will usually contain the above information.

We will provide you with a copy of the sellers pack, or in the absence of this, the sellers, Management Agents or Landlords replies to our specific Leasehold Enquiries.

We will of course check the documentation supplied for current outstanding service and maintenance charges and to ensure the terms of the Lease have been complied with by the present seller. Whilst We will always endeavor to check the information We have received is valid and correct, We will not, however, be responsible to you for any errors or omissions contained within the documentation that may come to light following completion of your purchase, particularly in relation to apportionments of ground rent or service charge, as We are totally reliant on third party information in this regard. We cannot give any guarantees or warranties in relation to any misstatement, error or omission in relation to the information supplied by any third party in this regard which may cause you inconvenience or loss in the future.

Leasehold Property purchases require considerable additional work to be carried out on your behalf by us and our fees must reflect this additional expenditure of time. Additional legal fees will be applied to your invoice as detailed in these terms and conditions and you may also be charged additional disbursements, details of which will be supplied by the management agents or landlords.

Additional disbursements will usually be for such matters as Landlords and Managing Agents fees charged in relation to acknowledgement of receipt of Notices required to be served under the terms of the Lease. In addition to obtaining, perusing and reporting on the Lease for the property We must also check leasehold fees are paid to date, and in some instances, arrange for you to become a member of any management company and occasionally arrange for the transfer of the share where members are shareholders in the management company.

In leasehold properties where a share of the freehold is being purchased in addition to the Leasehold interest considerable additional work will be required in relation to the transfer into the new joint names of all the freeholders. If the Lease is found to be defective and requires remedying We will of course provide you as our conveyancing client with options on how to proceed. Leases that are found to be defective will require additional work to rectify and additional disbursements may apply in this regard.

New Build Properties

Newly built properties require additional work to be carried out by us. This additional work includes checking that the property has been constructed in accordance with all current planning and building regulation laws. There will always be more documentation for Us to check and for you to sign. You must note that additional legal costs will be charged to purchase conveyancing transactions where the property has been newly constructed and additional third party payments may also be required.

You should also be aware when purchasing a new build property that often a fixed completion date will not be available on exchange of contracts. This is often because the property on exchange of contracts is not fully built. We will of course give legal advice to you in this regard if this applies in your purchase matter.

Exchange of Contracts

Exchange of Contracts will normally occur when all parties are ready to commit to the contract following completion of the purchasers investigation of title and receipt of your deposit monies. It will not always be a requirement that We receive a cash deposit from you, this may apply in the case where you are also selling a property which will complete at the same time as the terms of the contract usually allow for a deposit to secure the "conveyancing chain". We will request deposit monies as We approach readiness to exchange. We will exchange contracts upon receipt of satisfactory search results, satisfactory conclusion of title enquiries, following receipt of all documents required to be executed by you, following receipt of a valid and acceptable mortgage offer (where required) and upon your unconditional instructions to proceed to exchange.

On exchange of contracts the parties to the contract, including you as the purchaser of the property, will become legally bound to complete the contract on the completion date as specified on exchange of contracts (the date when you will actually move in (if resident) and obtain the keys. You must therefore ensure you are fully committed to purchase the property and have read and understood all the information provided in respect of the property.

Upon exchange of Contracts, a deposit is payable by you as the purchaser.

The general Contract specifies that 10% of the price is payable by the purchaser on exchange of Contracts. In some circumstances, it may happen that you do not have a full 10% deposit available upon exchange of Contracts. This may be because you are obtaining more than 90% of the purchase price from your mortgage lenders or that you have a connected sale where your purchasers are obtaining a mortgage of 90% or more.

When instructing us to act on the purchase of the property on your behalf you are confirming your instructions that We may agree with the sellers solicitors a deposit of less than 10% in order to secure the contract on your behalf. The Contract of Sale stipulates that a 10% deposit will become payable by you in the event that you fail to complete the purchase conveyancing transaction. You should note that the full 10% will remain payable to the seller and in the event that you fail to complete the purchase transaction you will be contractually bound to immediately pay the remainder of monies due up to the full 10% deposit to the sellers. You must ensure this sum is available in such an event. We cannot accept responsibility in the event that you instruct us to exchange contracts and then fail to complete and such actions could lead to the sellers taking legal action against you for breach of contract which could involve you in considerable additional legal costs.

You should also note that by exchanging Contracts, you will be contractually bound to purchase the property for the agreed price on the completion date. It will not be possible to renegotiate the price payable for the property following exchange of contracts or change any of the conditions included in the contract. In the event that you fail to complete the purchase transaction and breach the Contract you are likely to incur large financial penalties and additional legal costs.

Access to the Purchase Property Prior to Completion

Access to the purchase property will not normally be available prior to actual completion of the purchase on your behalf although, We appreciate there may be times when access is required by you to the purchase property in order to carry out certain tasks.

It is unusual, but not unheard of, for access to be required to a property, for essential works to be carried out in order to ensure a mortgage retention (an amount held back by the mortgage lender which could amount to the whole of the mortgage advance until specific works have been carried out) can be released and enable the sale of the property to proceed. Sometimes, of course, We appreciate you may want or require access to the property prior to completion of the purchase. You should be aware that it is very unlikely that access will ever be allowed to the property prior to formal exchange of contracts and only where the seller agrees will access be granted between exchange and completion of the conveyancing contract.

In cases where access is required by you between exchange and completion it will be necessary for you to enter into a legal agreement known as a key undertaking which will set out the terms of your being granted access to the property. You should be aware that the sellers may also insist that in consideration of them allowing you access to the property you should take over all insurance arrangements and responsibility for payments for utility services at the property. We can of course arrange a suitable key undertaking to deal with such matter and you will be responsible for our cost when drafting or agreeing a suitable form of key undertaking dealing with your requirements.

Dealing with the new Mortgage

In the event that you are purchasing a property with the aid of mortgage finance, please pass our details onto your chosen mortgage provider immediately. They will write to you and to us with a copy of your mortgage offer once they are ready to produce the offer for you.

In cases where you are purchasing with the aid of new mortgage finance We will normally be instructed to act on behalf of the mortgage lender, in addition to acting for you in relation to the purchase. In this regard you will be required to comply with the mortgage lenders standard conditions and special conditions (as contained within the mortgage offer itself) and We will be required to act in accordance with the mortgage lenders instructions to us and also the Council for Mortgage Lenders instructions to conveyancers. The Council for Mortgage Lenders instructions set out that We must carry out "any searches a prudent solicitors would deem necessary" therefore additional searches may be required other than those provided with the Home Information Pack that will attract additional legal charges including additional disbursements.

Following completion of the new mortgage you will be legally bound by all the terms and conditions applicable to your new mortgage and it is therefore essential that you read through the terms of your offer of mortgage carefully. In circumstances where you feel that there are any terms or conditions contained within your mortgage offer, which require further clarification, please contact your mortgage lender or mortgage advisor to discuss. In the event that your mortgage offer is incorrect you must inform us immediately. We cannot comment on the suitability of the mortgage offer for your purchase and you must satisfy yourself that the terms of the mortgage offer are acceptable and affordable to you.

In the event that you are obtaining a mortgage on an interest-only basis it is your responsibility to ensure that you have a suitable repayment vehicle in order to repay the debt at the end of the mortgage term. In the event that you are obtaining a mortgage on a repayment basis, it will be necessary for you to ensure that sufficient insurance life

cover is in place in order to repay your mortgage in the event of your death. It is also your responsibility to ensure that your life policies are placed on risk as of the date of exchange of Contracts.

You should also be aware that by signing the mortgage deed you are confirming that you have read and understood the terms and conditions of your mortgage offer in its entirety. You should therefore ensure you read all accompanying documents upon receipt of your mortgage offer.

In circumstances where you fail to make the payments required under the terms of the mortgage lender, the mortgage lender may take steps to recover the mortgage advanced and may take action to repossess the property. This would put your home at risk, and involve you in legal action via the courts. This could ultimately result in the repossession of your property by your mortgage lender.

Examples of usual mortgage conditions that will apply to your new mortgage are as follows:

You must ensure you make the monthly installment payments and all other payments as they are due.
You must not alter the property without the prior consent of your mortgage lender.
You must comply with all requirements and restrictions contained in the legal title to the property.
You must comply with any requirement proposed by a Local Authority or other government department with regards planning laws and similar issues.
You must ensure the property is adequately insured for the correct sum and pay all premiums due to the insurance company in this regard.
You must keep your property in a good state of repair and maintenance and carry out works of repair and maintenance as they are required.
You must ensure you pay all sums due in respect of insurance premiums for a life policy, pension or similar repayment vehicle taken out to act as security in connection with your new mortgage.
You must repay your mortgage in full at the time of selling or otherwise parting with possession of your property.
You must not let the property without the Mortgage Lenders prior written consent.
You must not allow any other party to occupy the property without first informing the Mortgage Lender who may require a Deed to be executed by the occupying party.

You should be aware that your mortgage lender may, under the terms of the mortgage arrange:
Insurance for your property in the event that you fail to make adequate insurance arrangements of which they become aware, or, if you have arranged your own insurance, request insurance details and confirmation of payments. All premiums due to buildings insurance providers whether obtained via your mortgage lender or a third party will be your responsibility to maintain.
Payments for any outstanding fees due to a Landlord or Management Company and add this amount to your mortgage advance and thereafter charge interest in accordance with the terms and conditions of your mortgage offer.
Enforce the conditions of your mortgage against you and, if your mortgage is held jointly with another person or in the case of a guarantor, against them and the guarantor as well. All joint borrowers are jointly and severally liable for the whole of the mortgage debt and not a proportionate part thereof. This will apply even when you have elected to hold the property as tenants in common in specific shares.

Ultimately, if you fail to pay the required installments in respect of your new mortgage the Mortgage Lender may ask the Court to order you to leave your home so that they can sell it and recover the mortgage advance.

Where the Mortgage Lender has to sell your home, to obtain recovery of the mortgage advance, it has a duty to sell it for the best price it can reasonably obtain. This may be less than would be obtained from a private sale and may indeed be less than any outstanding debt owed to the Mortgage Lender in relation to the property.

The Mortgage Lender will have the right to recover any shortfall from you in the event that the price obtained from the property is less than the amount required to fully discharge your financial obligations to the mortgage lender.

You should also ensure you are aware that subject to the mortgage conditions applicable to your particular mortgage offer:

Your mortgage lender may provide additional secured lending under the terms of the original mortgage on request from you. Such further sums are often known as a "further advance".

Your mortgage offer may provide additional services such as borrow back facilities or payment breaks.

You may be able to repay your mortgage at any time without giving the Mortgage Lender notice. Most Lenders do not make a charge for not receiving notice of your intention to repay but the special conditions in the offer will usually clarify any charges the mortgage lender may apply in this regard.

In the event of full or part repayment of your mortgage an early repayment penalty/fee or charge may be charged by your mortgage lender. This is often the case where mortgages are offered with particular types of time related benefits such as fixed rates for fixed periods and tracker rates for fixed periods. Early Repayment Penalties/Fees or Charges can add a considerable sum to the amount owing under the terms of the mortgage and you ensure you are fully aware of any Early Repayment Penalties including the amounts and release dates before committing to formally accept the mortgage offer.

The above information contains a condensed version of mortgage conditions that will apply to most mortgage products available on the market today. It does not intend to be a full report on any particular mortgage offer and a report in relation to your own mortgage offer will be sent to you along with the mortgage deed for your execution on receipt of your individual formal offer of mortgage. It is designed to list only the general and key provisions of the more notable general mortgage conditions. It does not act to limit or reflect the mortgage conditions for your own particular mortgage offer which you must ensure you read carefully and understand as you will be bound by them once completion of the mortgage has occurred.

The specific conditions relating to your own particular mortgage lender and mortgage product will be set out in the formal offer of Mortgage both We and you will receive directly from the new Mortgage lender. It is your responsibility to ensure the new mortgage offer is suitable for your new purchase.

Special Condition including Mortgage Retentions.

In some instances it may be that the valuer instructed on behalf of the mortgage lender recommends a sum of money to be held back, only to be released on fulfillment of certain conditions such as completion of essential repair and maintenance. In some instances your mortgage lender may choose to accept these recommendations and make them a Special Condition of your particular Mortgage Offer. In these instances the property may also be subject to re-inspection by the valuer prior to release of the retention sum (which can sometimes amount to the full sum of the Mortgage Advance).

The simplest way to manage a Special Condition that details a retention sum to be held back from the mortgage advance released to us on completion is for you to fund the retention sum until such time as you are in a position to comply with your mortgage lenders special condition and obtain release of the retention. There are obviously risks associated with this kind of action on your behalf including the possibility (however remote) that you will not be able to fulfil the terms of the Special Condition and obtain the release of the retention sum. If this applies to your mortgage offer We will of course provide you with the legal advice required in order that you can make an informed choice on your potential course of action and provide you with details of the legal consequences arising thereon. We will not however, accept any responsibility for your chosen course of action and any legal repercussions as a result of the same. It may be that where We are required to provide additional legal work in order to comply with your instructions that additional legal costs may be levied by us for which you will be responsible.

It is also your responsibility to ensure you sign and return any documents required by your new mortgage or provide any further information the mortgage lender may require in good time in order to ensure that mortgage funds are available following exchange of contracts on your instructions. We will not accept any responsibility where mortgage funds will not be released in time for completion where you have failed to respond to your mortgage lenders requirements and have instructed us to move forward to exchange. In circumstances such as this you may find yourself in breach of contract and may be liable for payment of sums including additional legal costs in this respect.

Please also note that We cannot accept any responsibility or offer any warranty or advice in relation to the suitability of the terms and conditions contained within your new mortgage offer and you must satisfy yourself before committing yourself either to the purchase or the new mortgage.

Obtaining a new mortgage to aid the purchase of a property will always entail additional work for us and will incur additional charges depending on the amount of work your new mortgage lender requires to successfully complete the purchase transaction in accordance with these terms and conditions. Your mortgage offer will contain terms confirming that you will be responsible for their legal costs and any disbursements in relation to additional work carried out by us on behalf of your mortgage lender.

Buildings Insurance Policies

You should note that it is your responsibility, whether under the terms and conditions of any mortgage offer or otherwise, to ensure that buildings insurance is placed on risk at the required time. In most cases, and under the standard terms of the contract this will normally be the date you complete your purchase of the property and obtain possession. We will always try to ensure that this is the case but where the sellers refuse to maintain their buildings insurance beyond exchange of contracts, and We have no choice but to agree the amendment to the standard terms of the contract, the buildings insurance should be placed on risk on exchange of contracts. In most cases, where your mortgage lender is also arranging your building insurance policy, the mortgage lender will cover the property under the building insurance from exchange of contracts.

It is your responsibility to contact us prior to exchange of contracts to confirm the date upon which your buildings insurance policy must to be placed on risk.

Please also note that We accept no responsibility to ensure that your buildings insurance policy is placed on risk at the appropriate time, other than when We are required to check the terms of the policy and confirm these to your mortgage lender under their instructions to us. In such cases additional legal costs will apply for which you will be responsible.

In the event that you are obtaining buildings insurance independently from your mortgage lender, you should refer to the terms and conditions contained in your mortgage offer to ensure any arrangements made comply in this regard.

You are also responsible for ensuring that the sum insured for the property accurately reflects to the reinstatement value as liable to change from time to time to ensure you and your mortgage lender are fully covered in this eventuality. We may be required to confirm the details of your buildings insurance to your mortgage lender as part of the legal work required by them and in this event additional legal charges will apply for which you will be responsible in accordance with these terms and conditions. In such instances you may be required to provide us with a copy of the insurance policy schedule or proposed policy schedule. We accept no responsibility in relation to the suitability of your buildings insurance product and do not advise in relation to the same.

Fittings and Contents List

In most conveyancing purchase transactions We will be provided with a Fittings and Contents List, as completed by the sellers, by the sellers solicitors when issuing the draft contract. This list will contain details of any items of fittings and contents included with the sale of the property and may contain additional details of items offered for sale by the seller as separate Chattels. We will provide you with a copy of the Fittings and Contents list, where supplied as received from the sellers solicitors. You should be aware that it is your responsibility to ensure any items of fittings and contents that have been agreed to be included with the sale of the property are accurately reflected in the completed Fittings and Contents List. If you have agreed to purchase any additional items at additional cost this sum will normally form the "chattels" price in the contract.

Any sum payable for "chattels" under the terms of the contract must accurately reflect the value of any such items and in the event that the purchase conveyancing transaction is subject to scrutiny at any time following completion by Her Majesty's Revenue and Customs, you must be able to demonstrate that the price paid for chattels was fair and accurate and not done to avoid payment of any stamp duty that may have been saved should the chattels price have been included in the purchase price paid for the property. You should note that it is a criminal offence to deliberately deceive or seek to deceive the Inland Revenue and such activities may be construed by the Inland Revenue as fraudulent. If you wish to pay substantial sums in respect of chattels you should note the Inland Revenue's views on what is an acceptable chattel for the purposes of stamp duty land tax, and this does not include any items of fixed nature at the property such as fitted oven, agas or stoves, statues or potentially removable outbuildings. It is your responsibility to ensure the stamp duty land tax return is completed correctly and all tax due paid within the allotted timescales variable from time to time by the Inland Revenue.

You must ensure that you carefully check the Fittings and Contents List in order to ensure that it contains the items agreed as included in the sale when you viewed the property or had your offer accepted. You should also be aware that the Estate Agents' particulars/Memorandum of sale do not form part of the Contract and cannot be relied upon on a legal basis. Therefore, it is very important that you inform us if the Fittings and Contents List is incorrect in any way. We accept no responsibility for the seller of the property failing to leave agreed items at the property following completion as We clearly have no control over such matters. It may be necessary, in the event that the seller removes items that should have been left at the property and included in the sale and refused to replace such items, for you to take appropriate action via the courts under the terms of contract to recover any items or losses you may suffer as a result. This will normally involve you in additional legal costs and disbursements the cost of which you would be responsible for.

Ways to Hold a Property when Purchasing Jointly

In law, there are two ways in which you may hold jointly owned property:

a) Joint Tenants. If you hold the property on trust for one another as Joint Tenants, the property will be held in your joint names. The property will automatically pass by survivorship to the surviving owner/s on the death of any other joint owner/s. The property will not form part of the deceased owners estate for distribution after their death regardless of any instructions to the contrary in the deceased owner's will. This is normally the way a married or partnered couple will choose to hold the property.

b) Tenants in Common. When the property is held as Tenants in Common, again the property is held in your joint names and each owner holds a proportionate share of the property. In the event of the death of either owning party their proportionate share in the property will pass in accordance with the terms of the deceased party's Will and in the absence of any Will i.e. where the deceased owner died intestate, the rules relating to intestacy. The property will not automatically pass to the surviving owner as in the case of holding the property as Joint Tenants. This is the way that joint property purchaser's investing in a property or perhaps friends buying a property for residential purposes jointly may choose to hold a property. This option for holding a property may also be advised in cases where significant amounts of inheritance tax may be payable on a property owners' death. This option may also be taken by joint purchasers providing deposits or funds for the purchase property in unequal amounts to act as protection for their initial investment.

In the event that you choose to hold the property as Tenants in Common, it is essential that you make arrangements for a Will as soon as possible following completion of your purchase, preferably, on the actual completion date itself. We offer a comprehensive Wills service for simple Wills and can refer you to a specialist for information regarding tax planning for inheritance tax purposes. Please do not hesitate to contact us with your requirements in this regard.

When you are purchasing the property jointly with another person, you will need to provide your instructions on how you wish to hold the property following formal completion of your purchase. In this regard please provide us with your instructions on how you wish to hold the property when purchasing jointly by completing the relevant section of your conveyancing purchase questionnaire as forwarded to you in our client care pack.

Where a tenancy in common (i.e. when choosing to hold the property as tenants in common) is to be created and funds are being provided by joint purchasers in less than equal shares, it is prudent for co-owners to enter into a separate Deed known as a Declaration of Trust at the same time as the completion of their purchase conveyancing transaction. It has been suggested by the Court of Appeal that such a Deed should be entered into in all such cases to record the circumstances of the transaction. We can give advice legal advice to our clients where they wish to enter into a Declaration of Trust with joint purchasers, for which additional charges will be levied. It may occasionally be required that co-owners require independent legal advice or separate legal representation where a Declaration of Trust would prejudice the rights of any joint purchaser.

You should also note that arrangements of this type may affect any tax you are liable to pay in the future and you should obtain the advice of a suitably qualified accountant or tax advisor in this regard. We are unable to give advice with regards to tax planning issues but can refer you, upon request, to a third part specialist who will advise you in accordance with their own terms and conditions for which We accept no responsibility for their costs, service standards or conduct. Should you require additional information in this regard please do not hesitate to contact us.

Purchasing a Property – Make a Will

We know that most people do not like to think of what will happen in the event of their death, however, on the completion of a purchase transaction it is important to set out what you would like to happen to your assets in the event of your death. The perfect time to make a Will or to amend an existing Will is on completion of the purchase of a new, large asset and We strongly recommend you carefully consider making a Will following completion of your purchase to preserve your asset for your chosen beneficiaries in the unfortunate event of your death. We are happy to provide a simple Will or a pair of simple mirror Wills in the case of joint purchasers at a competitive cost to you. If you require a more complicated arrangement such as the setting up of a trust to deal with your assets after your death, in situations where you may have dependents that are unable to manage the assets left to them on their own behalf, We can recommend a Wills expert to advise you in this regard though We cannot accept any responsibility for any advice they may give or work they carry out for you under the terms of their own separate arrangement with you. Please consider your position will regard to the making of a Will and provision for your dependents and assets carefully before completion of your purchase.

Completion of your Purchase

Once contracts are exchanged in accordance with your instructions, We will confirm formal exchange of contracts and notify you of the fixed date for completion (where possible). Where you are purchasing a brand new property or sometimes in other arrangements where a fixed completion date cannot be agreed on exchange We will notify you of this and your responsibilities in this regard prior to exchange of contracts and your legal commitment to purchase.

We always recommend at least 7 working days are to elapse between exchange of contracts and completion to enable you to confidently go ahead and arrange removals, deal with final outstanding documents and return them to us, arrange buildings insurance when appropriate, arrange final funds to be sent us for completion and deal with all those final jobs that are required when purchasing a property. This timescale also allows us to finalise matters on your behalf and obtain funds from you and your mortgage lender when appropriate for completion and arrange our final checks and searches on your behalf. If you instruct us to exchange contracts with less than 7 working days between formal exchange and contracts appropriate legal costs will be applied for expedited completion.

Please also ensure that you arrange to take readings of any utility supplies including gas, electricity and water at the premises and inform the appropriate utility providers of your new address and your responsibility. You will also need to arrange to advise your new telephone services provider, Water Authority and Local Authority to register for council tax.

After Completion of Your Purchase - Post Completion Matters

Once formal completion of your property purchase has been effected We will register your ownership of the property with the Land Registry. We will always endeavor to complete the registration of your interest in the property in good time but you should be aware that it can take some time to affect registration in some circumstances and may take up to eight weeks or more.

Stamp Duty Land Tax

All property purchase transactions (subject to a small number of exceptions) are subject to scrutiny by the Inland Revenue in accordance with the Stamp Duty Land Tax Regulations.

A correctly completed Stamp Duty Land Tax Return must be submitted to the Inland Revenue whether or not any Stamp Duty is actually payable in relation to the property purchase transaction.

The Stamp Duty Land Tax return is a complex document that will need to be completed and signed by you as purchaser/s and be present on our file preferably, prior to exchange of contracts, and in certain permitted circumstances where We have agreed with you, prior to completion of your property transaction.

We will, in most instances, complete a Stamp Duty Land Tax Return on your behalf using the information you have provided to us previously and our costs will be charged to you in this regard. In order to prepare the Stamp Duty Land Tax Return on your behalf We will require the following information from you, which is requested in our client care pack in the conveyancing purchase questionnaire:

(a) You are required to nominate a Lead Purchaser for the purposes of the Stamp Duty Land Tax Return. If you are purchasing on your own you will always be nominated as the Lead Purchaser and in instances of joint purchasers the person appearing as our first client will normally be nominated as the Lead Purchaser. If you require a different purchaser to be nominated please let us know in writing as soon as you are able. The Inland Revenue suggest that the Lead Purchasers on joint property purchases should be the person whose net earnings are the largest, and you should bear this in mind when completing the conveyancing purchase questionnaire forwarded to you with our client care pack at the outset of the purchase transaction.

(b) We will also require the Lead Purchaser's National Insurance number for inclusion in the Stamp Duty Land Tax Return. Again, this is requested in the conveyancing purchase questionnaire forwarded to you at the outset of the transaction. Please ensure you complete the National Insurance in clear and legible writing.

The Information contained within Stamp Duty Land Tax Return is your responsibility

Please note that whilst We will complete the Stamp Duty Land Tax return on your behalf based on information provided by you and third parties during the course of the transaction and provide you with a copy to check to sign it is important that you understand that the information contained in the Stamp Duty Land Tax Return is accurate and represents a true representation of the property purchase transaction. We will not accept any responsibility or render ourselves liable in respect of any the information contained in the Stamp Duty Land Tax Return document as signed by you and it is and remains your responsibility to ensure that the information which is contained in the Stamp Duty Land Tax Return is correct.

You will be liable to prosecution from the Inland Revenue in the event that you have failed to disclose information which may be relevant to the assessment of Stamp Duty Land Tax. In this regard please ensure you have read the guidance in this document regarding additional sums of money to be paid for chattels at the property. Further information regarding this issue can be found on the Inland Revenue website in the Stamp Duty Land Tax Section.

Submission of the Stamp Duty Land Tax Return

We confirm we shall send the Stamp Duty Land Tax Return to the Inland Revenue on the day of completion (or the next working day following completion) of your property purchase electronically. It will not be possible for us to register your interest in the purchase property at the Land Registry without first obtaining from the Inland Revenue a Stamp Duty Land Tax Certificate (SLDT5). We will also pay to the Inland Revenue any Stamp Duty Land Tax payable by bank transfer at the same time as submitting the Stamp Duty Land Tax Return.

You should be aware that We will be unable to complete your transaction without having on our file your copy of the Stamp Duty Land Tax form duly signed by all purchasers. Please ensure you attend to checking and signing the Stamp Duty Land Tax Return immediately on receipt. If the Stamp Duty Land Tax Return contains any errors or omissions you should let your conveyancing know immediately and an amended form of Stamp Duty Land Tax return will be forwarded to you by your conveyancer without delay.

Penalties for Failure to Deliver a Stamp Duty Land Tax Return.

The Stamp Duty Land Tax Return together with any payment of tax due must be received by the Inland Revenue within 30 days of following completion of your property purchase transaction. Failure to submit the Stamp Duty Land Tax Return within this period will result in an automatic £100 fine. If after a further 3 months the Stamp Duty Land Tax Return has still not been submitted correctly and payment made to the Inland Revenue for the Stamp Duty payable in relation to the purchase transaction a further fine in the sum of £200 will be applied. In the event that a correctly completed Stamp Duty Land Tax Return has not been submitted and any Stamp Duty attracted by the purchase transaction paid 12 months following the completion date of the property purchase transaction a fine equivalent to the Stamp Duty payment may be levied (in addition to the Stamp Duty payable). Please note that late payments will also attract interest at the Inland Revenues current rates. Please note that no responsibility will be accepted by Us in respect of any surcharges which are levied by the Inland Revenue.

Most of the information required by the Inland Revenue for insertion into the Stamp Duty Land Tax Return will be located within our electronic file and physical file of papers. The Stamp Duty Land Tax Return will require details such as the Sellers full details, the Sellers legal representative's full details, and details of the price paid for the property. There are also other requirements to be dealt with of a more complex nature in completion of the Stamp Duty Land Return and you will note these when you receive your completed but unsigned Stamp Duty Land Tax Return from Us.

Where you are purchasing a property with the aid of mortgage lender finance We are required to give undertakings to your mortgage lender relating to the registration of their charge over the property. In these instances We must insist on completing the Stamp Duty Land Tax Return on your behalf and obtaining full payment from you in this regard in order to ensure We can comply with our legal responsibilities towards your mortgage lender. Where property purchase transactions require multiples Stamp Duty Land Tax Returns We will deal with all of them on behalf of you and your mortgage lender. You will be responsible for our costs in this regard.

Rate of Stamp Duty Land Tax

The actual sum payable in respect of Stamp Duty Land Tax for residential property is calculated in accordance with the Stamp Duty Regulations as amended from time to time but is currently set out as follows:

Relevant Consideration	(Normally the full purchase price)	Percentage
£175,000 or less		0%
£175,001 - £250,000		1%
£250,001 - £500,001		3%
£500,001 or more		4%

The Inland Revenue may change the amount sums used to calculate Stamp Duty Land Tax without notice and you should be aware of this. Should this happen during the process of the conveyancing for your purchase property it may affect the amount of duty you are required to pay. We accept no responsibility for changes in Stamp Duty Land Regulations affected by the Government as of course We have no control over such matters.

Exemptions

Properties in certain areas which are set from time to time in the Stamp Duty Regulations may be subject to Stamp Duty Land Tax Exemption. At current Stamp Duty Levels this is somewhat irrelevant as Stamp Duty is currently payable for residential properties at a higher level than the previous exemptions allowed for. This is subject to change at any time by the Government.

Sale and Purchase Property Transaction Costs

We appreciate that conveyancing clients are concerned about the costs of legal conveyancing services. Unfortunately, due to the uncertain nature of legal conveyancing transactions, and in order to keep our Standard Legal Fee covering the basic work required for any sale and purchase at the lowest possible level We must charge for additional legal work required outside of the scope provided by Standard Legal Fee. It is therefore hard to estimate our fees in advance. Where an indication of charges is given in advance, please note that it is an estimate only. Matters may arise during the course of the conveyancing transactions that cause time consuming and complicating factors. Indications of charges are given on the information available at the time and on the assumption that the matter is not or does not become unusually urgent, difficult, protracted, complicated or time consuming.

An indication of the Standard Legal Fee to be charged by Us for work undertaken on your behalf in respect of your conveyancing transaction has been provided on the "Legal Costs Estimate" document enclosed within your Client Care Pack. Please note that the Standard Legal Fee does not amount to a "quote" on our behalf and it is merely intended to act as an estimate of the likely legal charges to be incurred by you in relation to a normal, uncomplicated, sale or purchase property transaction.

The Standard Legal Fee incorporates the charge to be made by your Conveyancer in relation to the standard work required to convey your property. The following is a list of additional activity which falls outside the Standard Legal Fee structure for which Your Conveyancer will charge additional fees, as outlined below. Please note that the additional fees are estimated for guidance purposes only and may increase or decrease in accordance with the complexity and amount of work undertaken by Us in this respect.

You should be aware that in the event that we are required or requested to undertake additional work in relation to your conveyancing sale or purchase transaction, any estimate which you have been given, or the Standard Legal Fee, may increase accordingly, by between £50 and £300, though the variance could be more or less than these amounts. We will not advise you in advance of carrying out such additional work, unless you confirm to us in writing that you wish us to do so, as we have set out in these terms and conditions details of the most common additional costs which could arise and in order to ensure that your property transaction proceeds as quickly as possible to completion.

The following additional work will be charged to you in accordance with the following estimated additional costs:

Standard Mortgage Lender Fees

Charges in respect of the legal work undertaken by Us in acting for Your Mortgage Lender on a standard residential mortgage will be payable by you in accordance with the Your Mortgage Lender's Mortgage Conditions and at a charge of £55.00 for per mortgage, charge or loan discharged on a property sale transaction. A separate charge of £95.00 will be payable in respect of each mortgage, charge or loan taken out on a property purchase transaction and where possible we will charge the fee in accordance with Your Mortgage Lenders Mortgage Conditions. In the absence of such a fee detailed in Your Mortgage Lender's Mortgage Conditions we will charge the fee in the sum described in this clause. The Standard Mortgage Lender Fee covers the normal work associated in acting for a mortgage lender and advising a borrower. This work includes advising you on the legal aspects and implications of charging your new property, specific legal advice in relation to the particular mortgage where applicable, preparation of the Mortgage Deed and obtaining an executed Mortgage Deed from you. The Standard Mortgage Lender Fee does not cover additional legal work that may be required by your Mortgage Lender such as obtaining Consent Deeds from additional occupiers, Deeds of Guarantee or the additional work required in advising on tenancy issues on Buy to Let Mortgages. It also does not include dealing with Mortgage Special Conditions that are complex or time consuming.

Leasehold Properties

In circumstances where the property you are selling or purchasing is Leasehold we will charge additional costs in relation to the additional work required. Our standard leasehold supplement in this regard £95.00 however may charge up to £190.00 for unusually time consuming, onerous or complex leasehold arrangements.

Should we have to obtain a copy of your lease there will be a disbursement fee payable.

Unregistered Properties

The Standard Conveyancing Fee has been provided on the assumption that the property has been registered at the Land Registry. Compulsory Registration has been with us for around 30 years now and the majority of properties in England & Wales have now undergone formal first registration at the Land Registry and are now registered property. In the event that the property you are selling or purchasing has not been registered at the Land Registry and is currently "unregistered", we will charge an additional fee of up to £150.00 for preparation of the additional legal documents required for dealing with unregistered properties, the additional time spent in relation to the sale or purchase unregistered transaction, deducing title to the property in this respect and effecting First Registration at the Land Registry following completion. You should also note that the Land Registry charge a separate fee scale for First Registrations which will be confirmed to you once we become aware of the unregistered status of your sale or purchase property.

Additional Work

We offer our conveyancing clients a full range of conveyancing and property services. In the event that additional legal documents or additional legal services are required or requested from the list of charges below, the following additional charges will apply in each instance. Please note that the prices are estimates of our charges only, which may increase or decrease in accordance with the complexity or simplicity of each individual case:

Deed of Consent/Occupiers Consent to Mortgage £100
Deed of Covenant £100
AST (Tenancy Agreement) (drafting or approval) or advising for Buy to Let Mortgage Purposes £100
Deed of Gift £150
Deed of Postponement/Priority £125
Deed of Grant or Variation of Rights £200
Deed of Easement £200
Deed of Guarantee £200
Deed of Rectification £200
Deed of Trust £200
Key Undertaking (drafting or approval) £125
Transfer of Equity/Deed of Gift £150
Statutory Declarations £100
Power of Attorney £100
Tenancy Declaration of Trust £50 - £100
Removal or compliance of a registered Caution, Notice, Restriction £95
Reissuing Contracts on subsequent transactions £200
Obtaining Copy documents from third parties £50 (per document)
Transfer of Second Charge £190
Transfer of Legal Aid Charge or other current loan £190
Drafting Contract packages for sale contract race £175 (each)
Dealing with further sets of Additional Enquiries £50 (each set)
Voluntary First Registration for a sale property £150
Additional Registration required £100
Expedited Completion (less than 7 days following exchange) £100
Deed of Assignment of Life Policy £200
Dealing with Third Party Lawyers £190
Arranging / Dealing with Indemnity Insurance issues £50
Purchase of Freehold reversion for a Leasehold property £295
Bank Transfer or Cheque Payment outward £39 (each)
Cheque returned unpaid £15
Cheque stopped at Customer request £15
Inward Payment Processing £35.00
Third Party Identification Checks £75.00
Stamp Duty Land Tax (completion of SDLT 1 form) £60
File retrieval for you after Completion from Archive Storage £30

Data Protection Act 1998 – access to personal records £30
Standard Mortgage Lender Fee (sale property) £55.00
Standard Mortgage Lender Fee (purchase property) £95.00
New Build Property Supplement (purchase property only) £95 - £150
Unregistered Property Fee £150.00
Conveyancing Search Administration Fee £20.00 (per search)

Where additional work is required not detailed on the above list the hourly rate “hourly rate” will be applied, currently set at £125.00 per hour or as notified to you in our client care pack.

All legal costs are subject to VAT – current 15%

All additional legal work may also require additional disbursements to be paid for, the cost of which you will be responsible for.

Liability for Legal Costs

Liability for our legal costs, as explained to you in this document, will remain with you as our conveyancing client. In the event of agreements for payment of costs by third parties our invoice will still be addressed to you and liability for payment will remain with you until our legal costs have been fully settled.

Invoices will normally be provided to you following formal exchange of contracts and costs are required to be paid in full within 14 days or on the completion date of your sale or purchase conveyancing transaction, whichever occurs sooner. In most cases we will not insist on payment of our fees prior to the completion date of your transaction.

In conveyancing transactions where sums are due back to on completion, our legal fees along with any disbursements and third party payments (such as Estate Agents Fees) as detailed in the completion statement forwarded to you with our Invoice shall be deducted from the sum you will receive.

In cases where our conveyancing client is more than one person liability for costs will be on a joint and several basis, meaning each client be individually responsible all for our costs on a personal basis.

Our legal costs attract VAT at the current rate of 15%.

Undertakings

An “Undertaking” is a legal promise and in the course of the conveyancing process for your sale or purchase we will be required to give undertakings to certain third parties, particularly in relation to payment of search fees, disbursements or redeeming mortgages. Where we are required to give an undertaking on your behalf you should be aware that liability for payment of any sums in this regard will remain with you and by signing and returning your “Acceptance of Terms and Conditions” document are confirming to us you understand this.

Disbursements

A disbursement is a payment made during course of your conveyancing transaction to a third party such as a search provider. Disbursements are not our legal costs.

All disbursements incurred in the course of your conveyancing transaction will be payable by you whether or not your sale or purchase transaction proceeds to exchange of contracts. Disbursements are NOT covered by the No Move No Fee Indemnity and will require payment by you.

As outlined above Disbursements are not our costs and we therefore have no control over the rate of them. All disbursements for the purpose of our “estimate of costs” are correct at the time of issuing the “estimate of costs” however they are subject to revision at any time and the amount you will pay will be the amount set by the third party when the disbursement is actually incurred/paid.

We currently use a Personal Search Agent for our conveyancing searches. We do not receive any fees from the Personal Search Agents for use of this service and any disbursements charged out to you are the at the cost charged to us. If you would prefer Us to put in hand full “official” local search with the Local Authority please advise us in writing at the outset of the transaction. You should be aware that in most instances a Local Authority Search will cost more than a Personal Search and it may take longer to obtain the result.

Indemnity Insurance

Indemnity Insurance Policies are now common place in conveyancing transactions. They can allow a transaction to proceed in a timely manner by providing insurance cover against certain title defects or lack of documentation. Indemnity Insurance is available for a wide range of issues

In some circumstances, it may be necessary for us to obtain Indemnity Insurance in relation to your sale or purchase conveyancing transaction. In such cases a form of disclosure and a summary of the policy will be provided to you and you must ensure you can comply with the terms of the policy. .

Examples where Indemnity Insurance may be appropriate include obtaining Indemnity Insurance for lack of consent where a conservatory has been erected at the property without obtaining the consent required by the covenants contained in the title deeds.

Whilst We will endeavor to advise you as to the type of Indemnity Insurance to place into effect, no guarantee is given by Us as to the effectiveness of any indemnity policy implemented in this respect. You should also note that We do NOT receive any commission from Indemnity Insurance providers.

Legal Indemnity Insurance will be limited in its operation as it will usually only provide cover against legal consequences arising in the event of a claim. It should not be viewed as a remedy to serious title defects and in relation to alterations and additions to a property will certainly not ensure that any alteration or addition has been constructed or carried out adequately.

In the event that Indemnity Insurance is required we will of course contact you with full details.

Completion Statement

Following exchange of contracts, along with a copy of our invoice, we will provide you with a completion statement setting out the final sum either required from you or due back to you in relation to your sale or purchase conveyancing transaction together with our client bank account details for remittance of your funds. It will set out all payments received and all payments made (or to be made) in relation to your property transaction. We reserve the right to amend the completion statement at any time included after completion of your sale or purchase conveyancing transaction and any balance due must be settle in accordance with these terms and conditions set out below under the heading outstanding balances.

Balances to complete must always be sent to us by Bank Transfer or in the form of a Personal Cheque or Bankers Draft and must be from your own bank account. You should be aware that cheque clearance time is current 10 working days and we must have cleared any cheques in order to complete. Do not send us a cheque for the balance where it will not clear in time for completion. The easiest way to send money to us is by Bank Transfer from your bank account directly to ours.

Balances to complete must be sent in one sum. If you choose to send us the balance to complete in more than one payment you should be aware that we will charge a fee of £35.00 to locate and process inward payments sent in such a way. You should always ensure your file reference and surname are quoted by your bank when sending us a bank transfer.

Payments from Third Parties

We are subject to the rules on Money Laundering. This is why we must check your identification carefully. We can only accept payments in from you and cannot accept payments in from third parties such as family members etc. In circumstances where you insist that payment is made to us by a Third Party We will be required to check the identity of the third party in the same manner as you as our client. Identification will have to be provided as stated above and an electronic identification check will have to be carried out. We will charge additional fees in this regard in the sum of £75.00. We may also have to inform any mortgage lender where sums given by third parties form part of the purchase price of a property, although this will not be the case for payment of our legal costs or disbursements for the conveyancing transaction.

Outstanding Balances

In the event that a balance remains outstanding for more than 14 days following the date of Invoice and request for payment (unless agreed in writing between Us and You) We will charge an administration fee of £100 to cover the initial costs of recovery of the outstanding balance.

Interest will be accrued on outstanding balances in the sum of 4% above the base rate of National Westminster Bank Plc from time to time in place beginning 14 days following the date upon which the Invoice fell due to be paid and will continue to accrue until full and final payment of the whole of the outstanding balance has been received. Further legal costs incurred for recovery of the outstanding balance will be charged at the "hourly charging rate" detailed in these terms and conditions.

Credit and Debit Card Payments - Inward

We can accept Credit Card and Debit Card payments for the following items:

Disbursements such as search fees and money on account of costs.
Payment of your legal costs and disbursements.

We cannot accept Credit Card payments towards deposits or balances to complete where you are buying a property with the aid for mortgage finance as this would count as further borrowing and would be required to be reported to your mortgage lender.

All credit card payments attract a surcharge of 3%.

Bank Transfers and Cheque Payments - Outward

You should be aware that all outward payments in relating to your sale or purchase transaction will be charged for where outside of the scope of the Standard Legal Fee in accordance with our charges as detailed above.

Client Confidentiality

Conveyancer client privilege dictates that a Conveyancer shall not divulge any information in relation to a client's affairs to any Third Party. In conveyancing transactions we are constantly asked for information from estate agents, mortgage advisors and other interested parties. By signing and returning your "Acceptance of Terms and Conditions" you are agreeing that information may be provided to such interested parties and are waiving your right to client privilege in this regard. If you do not wish Us to communicate with any third party you must confirm this to us in writing at the outset of the conveyancing transaction. Information passed to third parties in this regard will normally be of a general nature in relation to the conveyancing transaction only.

Bankruptcy

If you have been declared bankrupt you must inform us immediately. If you fail to do so We will not accept responsibility for your failure to disclose.

Conclusion

This document together with any other document contained or referred to in the Client Care Pack forwarded to you at the outset of the conveyancing transaction form the Terms of our Engagement to act on your behalf in relation to your property transaction. You should read it carefully and ensure you understand the legal implications. If there is anything contained within this document that you do not understand or require further clarification on please do not hesitate to contact us to discuss.