

SELECT CONVEYANCERS STANDARD TERMS OF ENGAGEMENT

By our rules of professional practice, we must inform our clients in writing of our normal terms of business when we agree to act for them.

Please therefore read these terms now. They help to explain our duties and the basis upon which we provide our services. However, these terms are not meant to limit our professional duty to safeguard your interest and to provide good advice at the right time.

Important - You will have been sent two prints of this document. Please complete the section at the end and return one print to us.

Fees disbursements and other costs

1. We are registered for value added tax and all fees and taxable payments will have VAT added. It will be applied at the rate current at the "tax point". (The tax point will normally be the date of our bill, or the date of legal completion if this is earlier.)

2. We will provide you with a written estimate of the fees, disbursements and any other costs, and, if applicable, VAT, that are expected to apply to each transaction in which we act for you.

3. Fee estimates usually refer to "disbursements". These are payments that we expect to make on your behalf during a transaction. They may be significant expenses, such as stamp duty land tax, land registry fees, local and other search fees; or small costs such as bank charges, telephone calls, fax, photocopying or legal stationery. We can seldom foresee at the outset all the disbursements that will be needed, but will inform you in writing of any significant additional disbursements when they arise. Our fee invoice or statement will set out disbursements separately from the professional fees.

4. Where the cost of a disbursement is easy to identify (for example, for a local search) then the actual cost will be charged. For expenses that are less easy to quantify, such as the cost of telephone calls or postage, an estimated or standard charge may be made. If you ask us to contact you, or we are obliged to speak with others involved in your transaction, by calling a mobile telephone, then we will be obliged to make a supplemental charge either as an estimated or standard sum to cover the additional cost of such calls.

5. Under the Stamp Duty Land Tax (or SDLT) laws, a property buyer is responsible for completion and submission of a Land Transaction Return and the payment of any SDLT due. We may agree to deal with this work, and any subsequent tax "enquiry" (or investigation), on your behalf as your "tax agent". If so, then a charge may be made for this agency work, which is separate from our normal professional fee. **PLEASE NOTE** that our tax advice is limited to SDLT and you should seek advice from an accountant or other qualified tax consultant with regard to any other form of taxation that may relate to your transaction.

6. In certain circumstances our fee, or basis of charge, may change from the fee first estimated. In particular, it may vary if: (a) the value of a transaction or the nature of the work differs from that upon which the estimate was based; or (b) the amount of time, work or skill required to carry out a transaction is significantly more than initially expected; or (c) it needs to be done more quickly than normal. We will tell you in writing about the need to revise the original fee estimate, when any such change is appropriate, or as soon as practical afterwards. If you disagree with the change in fees, please write to us immediately with your reasons.

7. We may ask you to provide a payment on account of fees and disbursement, either at the outset (to cover such expenses as local search fees) or at any time during a transaction, especially if it is, or is likely to be, unusually lengthy, complicated or expensive.

8. (a) If, for any reason, a transaction does not continue to completion, we will tell you in writing of the charge made for work done and disbursements paid out. The charge will reflect the amount of work done and time taken, and will be based either on the notified rate of charge or a proportion (corresponding to how much work was done) of the estimated fee. If the work done is more than we originally estimated, the charge will reflect its nature and complexity and the time it took.

(b) Our fee invoice is intended for payment when you receive it. If not paid after a week, it may attract interest, as stated in term 17(b).

9. If asked to give a professional undertaking to help your transaction proceed (other than an undertaking given as standard practice) we may make a reasonable charge for providing this personal commitment. Such an undertaking is a binding pledge which our firm must fulfill. It is usually a promise to another lawyer to take a particular action - often to pay money. We may need to hold funds as security from you before giving such an undertaking, and will tell you in writing beforehand of any such charge and of any security required.

10. We are not required to open any special deposit account, or to account to you for any interest that accrues, or ought to accrue, on money received for you or on your behalf. In accepting these terms, you agree in writing to this arrangement.

Mortgage Lenders

11. If you need a mortgage, you will have to sign your lender's mortgage deed and possibly other documents. We will explain these to you and your liabilities under them. However, it is your responsibility, before exchanging contracts, to comply with the terms and conditions in the mortgage lender's letter of offer. In particular, you should be aware of how much money may be deducted, withheld or due in penalties or interest on early repayment. If you have difficulty understanding the terms of your mortgage offer, you should ask us to explain them. Otherwise, it will be assumed you understand and accept the lender's offer.

12. All mortgage lenders need specific legal work done for them, in either granting or repaying a mortgage. They normally require the borrower to pay the legal fees for such work. The mortgage offer will often specify the lender's legal fees. If your mortgage lender engages us to act for it, as well as for you, we will give you a written estimate of the lender's legal fees that you will have to pay. In such cases where we act for your mortgage lender, that lender will be regarded as a separate client and we will have a legal duty to advise the lender of all and any matters that may be relevant to the lender's decision to proceed with the lending to you. By signing the copy of our terms you authorise us to divulge to your lender any information you may provide us with during the transaction.

13. If your mortgage lender chooses a different firm to deal with its legal work it is standard practice for the lender to require you to pay that firm's charges. These charges will be separate from our charges and you will be informed of the charges as soon as they are known.

14. If you have, or are taking, an endowment, pension or similar type of mortgage, we may make charge, which will be confirmed in writing, for (a) dealing with the assignment (transfer) or reassignment (release) of each life policy or other item of collateral security which these loans involve; and (b) preparing and issuing the relevant notices.

Cleared funds and payment of bills

15. Conveyancing transactions can only be financed using funds cleared by our bank. You must ensure that any money you need to finance the transaction is paid to us (normally from a UK bank account in your name) so that it can be cleared by the date it is needed. We must receive this money by a special time, date and method of payment. If payment is made by cheque, this will normally mean by noon on the seventh working day (that is, excluding Saturdays, Sundays, bank holidays and statutory holidays) before the cleared funds are required. If clearance is delayed because you make the payment to us later than agreed, or by inappropriate means, we will not be liable for any further delay or loss that arises from this for as long as your funds remain uncleared.

16. (a) Our standard practice is to require our fees and disbursements to be paid to us and cleared before the date of completion. If we hold funds belonging to you, we will deduct payment of our bill after sending you a financial statement. You agree to this practice by accepting these terms. If we do not hold your money, or not enough of it to pay our bill and the necessary disbursements, then you should provide the required sum as cleared funds before the date of completion, in accordance with term 16.

(b) If you delay paying us, by seven days or more, the sum shown on the statement as due from you then daily interest may be charged. This will be at the rate of 2% per calendar month or part month (compounded monthly), from the date of the financial statement until the date we receive the outstanding sum as cleared funds.

Time needed for legal completion

17. If you are purchasing with a mortgage, we will normally tell you to allow at least ten working days between exchange of contracts and legal completion. This is the shortest time it takes, without special arrangement, to deal with all the pre-completion searches and formalities (which include obtaining cleared funds from the mortgage lender and, if necessary, from you) and to make sure that all parties are fully protected at completion. The lender may require us to hold all necessary stamp duty and land registry fees as cleared funds by the proposed completion date, or to delay completion until they are held.

18. If you instruct us to have the completion date less than ten working days after the date of exchange of contracts, we may charge a fee, and inform you in writing beforehand, for expediting your transaction (taking special steps to act with speed and to co-ordinate with others to do so). In such circumstances, we will not be liable for any loss arising from a delay in completion beyond the specified date, provided we have used reasonable professional skill in attempting to complete on that date.

Check by Certification Body

19. If, during your transaction we operate or decide to operate a practice management system to a quality standard (such as BS EN ISO 9002), the certification body has to check from time to time that the practice conforms to the standard, by inspecting a random sample of clients' files. This process is essential and is strictly confidential. However, you may instruct us in writing to exclude your file from it.

Breakdown of Trust

20. If the relationship of trust and mutual respect that needs to exist between a lawyer and a client irretrievably breaks down, and we cannot reasonably obtain instructions, then we can ask you to appoint alternative legal representatives and act no further for you provided that in doing so your transaction is not seriously prejudiced. If we cease to act, term 8 applies.

Non-legal advice

21. We are specialist property lawyers, qualified to advise on conveyancing law. You should consult appropriately qualified professionals for advice on non-legal matters, such as the physical condition of a property and its connected services, or its market value, or on investment and financial matters. Before exchange of contracts to buy or lease premises, you should have a structural survey (of an appropriate type) by a qualified surveyor, and obtain any further information recommended by the survey report. It is not part of our work to consider or comment on any non-legal aspects of survey or valuation reports.

Your help

22. To help the transaction go smoothly and to avoid causing additional work for us (and hence additional time and cost) you agree:

- (a) to provide us with full and correct personal details (especially your correct full name) from the start of the transaction. **We must by law obtain satisfactory evidence of your identity and address. Please help us to do so by giving us the information and documentation we ask for. We are unable to proceed with your transaction and will not exchange contracts until this has been provided;**
- (b) to inform us in writing of your requirements and of any significant change, however caused, in them;
- (c) to respond promptly in writing to any request for instructions you may receive from us.
- (d) to our communicating with you or third parties by whatever method (including e-mail or SMS) we may prefer;
- (e) to authorise us to incur the costs and search fees (include repeat searches) which, in our professional judgement, are necessary to protect your interest or that of your mortgage lender.
- (f) to authorise disclosure of your information and instructions to your intended mortgage lender if that lender also uses us.
- (g) to provide proof of your identity and the source of your finance and any other proof required by The Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017 ("MLR");
- (h) that any money due to you will be paid as a single cheque in your favour. Any alternative arrangement must comply with the MLR and should be requested in writing and signed by you (if more than one client, by all of you), and may involve additional work and hence cost;
- (i) to the paper records of your transaction being destroyed immediately after completion (PROVIDED THAT an electronic copy of your file record is retained for at least six years from the completion date in the case of a sale and for at least fifteen years for other conveyancing transactions), without further reference to you;
- (j) to our dealing with your transaction as either a paper or electronic file. We can convert your closed paper file to a permanent electronic archival record after completion. The fee for this service is based upon the number of pages in the file;
- (k) that the fourteen (14) day cooling-off period under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, as amended, comes to an end fourteen (14) days after the contract between us is entered into and **you request that we commence work on your behalf immediately (ie: without waiting for the said cooling-off period to expire);**
- (l) not to contact us to request progress reports more frequently than is reasonable or necessary; and
- (m) generally to co-operate with us and to recognise that failure to comply with these terms will cause additional work and cost

Key Stages

For key stages of the buying process please visit – <https://www.clc-uk.org/consumers/home-buying-process>

For key stages of the selling process please visit – <https://www.clc-uk.org/consumers/home-selling-process>

For an indication of the likely timescale for your transaction please visit – <https://www.gov.uk/buy-sell-your-home>

Confidentiality

As lawyers, we are under a general professional and legal obligation to keep your affairs private. However, we are required, under current legislation, to make a report to the National Crime Agency (NCA) where we know or suspect that a transaction involves Money Laundering or Terrorist Financing. By instructing us to act on your behalf in accordance with these terms of engagement you give us irrevocable authority to make a disclosure to NCA if we consider it appropriate. You further agree that this authority overrides any confidentiality or entitlement to legal professional privilege. We shall be

unable to tell you if we have made such a report.

Insurance Distribution Activities

We are not authorized by the Financial Conduct Authority. However, we are included in the register maintained by the Financial Conduct Authority so that we can **carry on Insurance Distribution Activities**, which is broadly advising on, selling and administration of insurance contracts. This part of our business is regulated by the CLC and arrangements for complaint or redress if something goes wrong are subject to the jurisdiction of the Legal Ombudsman (www.legalombudsman.org.uk). The register can be accessed via the Financial Conduct Authority website at <http://register.fca.org.uk>.

Complaints or difficulties: If you wish to complain about our professional services, please first write to the principal of our practice setting out your concerns and a copy of our Complaints Procedure will be provided at that time. A copy of our Complaints Procedure is also available on our website – www.selectlaw.co.uk

The Legal Ombudsman:

If you are dissatisfied with the outcome of your complaint through the above mentioned procedure, The Legal Ombudsman has authority to deal with service complaints.

The **Legal Ombudsman** will expect you to allow us to consider and respond to your complaint in accordance with the procedure referred to above in the first instance. The Ombudsman will require that our firm responds to your complaint within eight weeks of receiving it. Once we have issued our final response to your complaint, if you are not satisfied with our response, you must refer your complaint to the Ombudsman within six months of our final response. You must also refer your complaint to the Ombudsman within one year of the problem you are complaining about happening, or if the problem occurred more than one year ago, you need to refer your complaint to the Ombudsman within one year of you becoming aware of the problem. The ombudsman deals with service-related complaints; any conduct-related complaints will be referred to the Council for **Licensed Conveyancers**

Contact details for The Legal Ombudsman are as follows:-

Tel no: 0300 555 0333
Email: enquiries@legalombudsman.org.uk
Website: www.officeforlegalcomplaints.org.uk or www.legalombudsman.org.uk

Legal Ombudsman
PO Box 6806
Wolverhampton
WV1 9WJ

Council for Licensed Conveyancers

Our firm is regulated by the Council for Licensed Conveyancers (CLC). In the event that you have a complaint with regard to our conduct, the matter should be referred to the principal of our practice under our firms' Complaints Procedure. If you are dissatisfied with the response, your complaint can be referred to the CLC..

If you make a valid claim against us for loss arising out of work for which we are legally responsible and we are unable to meet our liability in full, you may be entitled to claim from the Compensation Fund administered by the CLC (from whom details can be obtained).

Contact details for the CLC are as follows:-

Address: 131 Finsbury Pavement, London EC2A 1NT
Telephone: 02038590904
Website: www.clc-uk.org

Contact details for Select Conveyancers

Office address

Suites 11 & 12 Webb House, 20 Bridge Road, Park Gate, Southampton SO31 7GE
Telephone number: 01489 484950
Email: email@selectlaw.co.uk

Director/Principal

Peter Dodd (Licensed Conveyancer) with over 45 years of experience in residential and commercial conveyancing.

Email: peter@selectlaw.co.uk

TO BE COMPLETED BY YOU
(IF THERE IS MORE THAN ONE CLIENT, ALL MUST COMPLETE BELOW)
Conveyancer's Reference:

You (if there is more than one, all of you) should complete the details below. Please then return this form us. Another print of these terms is enclosed for you to keep.

I/We accept the above terms of engagement. I/We have received two prints of this form and have retained one

FULL NAME(S) of CLIENTS (in capitals please)
DATE

SIGNATURE of CLIENT(S)

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