

# STANDARD TERMS OF ENGAGEMENT

## Under the Licensed Conveyancers' Rules of Conduct, Practice and Discipline

### Introduction

1. Licensed Conveyancers must inform their clients in writing of their normal terms of business when they agree to act for you. The following terms are intended to cover a wide range of circumstances and not all of them will apply to your particular transaction. These terms help to simplify matters for both conveyancers and their clients by making it clear from the outset what each can expect in various circumstances. Please therefore read these terms now. You will see they help to explain the conveyancer's duties and the basis upon which they provide their services. However, these terms are not meant to limit the professional duty of conveyancers to safeguard your interests and to provide good advice at the right time.  
**You will have been sent two prints of this document. Please complete the acknowledgement at the foot of the other side and return one print.**

### Responsibility of your Matter

2. Alison Gill, Daniel Higgs and Thomas Vaughton are Directors of the firm and Licensed Conveyancers. The name of the person having day to day conduct of your matter will be immediately advised to you upon receipt of your instructions.

### Key Stages of the Transaction

3. The key stages of the transaction can be found on the attached Conveyancing Flow Chart.

### Fees, Disbursements and Other Costs

4. We will provide you with a written estimate of the fees, disbursements and any other costs that are expected to apply to each transaction in which we act for you.
5. Fee estimates usually refer to disbursements. These are payments 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.
6. If the cost of a disbursement is easy to identify (for a Local Search for example) 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.
7. Our estimate has been prepared on the basis that the transaction is a standard residential transaction without difficulties or problems arising on title. Our fee includes preparing / reviewing Sale/Purchase Contract, obtaining / reviewing title documents, preparing / reviewing searches and ancillary documentation such as Property Information Form, exchange of contracts, completion and application for registration of the title. Our fee does not include dealing with additional and/or defective titles, second or subsequent registered charges, restrictions registered against the title, preparing and or obtaining indemnity policies, Declarations of Trust and Statutory Declarations etc. This fee, or basis of charge, may change from the fee first estimated in certain circumstances. We will tell you in writing about the changes when appropriate, or as soon as practical. If you disagree with the change in fees, you should advise us promptly and with your reasons. 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.
8. Your conveyancer may ask you to provide a payment on account of fees and disbursements, 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 or complicated.
  - (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 for, the charge will reflect its nature and complexity and the time it took.
  - (b) The fee invoice is intended for payment when you receive it. If not paid after a week, it may attract interest, as 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 we are personally liable to fulfil. It is usually a promise to another lawyer to take a particular action – often to pay money. We may require appropriate 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. Where you have been introduced to this firm by a professional third party, we may pay a referral fee to the introducer of between £50 and £150. There is no impact of this arrangement on our estimate of costs provided to you. You have a choice of provider and you are not under any obligation to instruct this firm. You are free to instruct a conveyancer of your choice. However, if you choose to use our services, we will act with independence and integrity and at all times act in the best interests of you. If we refer you to another person with whom you do business, we will inform you of any commission that is paid to us by that referral. In accepting these terms, you give consent to us to pay and receive such commission or benefit.
11. Your conveyancer is 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 from or for you or on your behalf. In accepting these terms, you agree in writing to this arrangement.

### Mortgage Lenders

12. If you need a mortgage, you will have to sign a mortgage deed and possibly other lender's documents. We will explain these to you and your liabilities under them. However, it is your responsibility 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 offer.
13. All mortgage lenders need specific legal work done for them, in either granting or repayment of a mortgage. They normally require the borrower to pay the legal fees for such work. 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 on its behalf.
14. If your mortgage lender chooses a different firm to act for them, it is standard practice for the lender to require you to pay the firm's charges. These charges will be separate from those we charge, and you will be informed of the charges as soon as they are known.
15. If you have, or are taking, an endowment, pension or similar type of mortgage, we may make a charge, which will be stated to you in writing for: (a) dealing with the assignment (transfer) or reassignment of each life policy or other item of collateral security which these loans involve; and (b) preparing and issuing the relevant notice.

### Cleared Funds and Payment of Bills

16. 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 so that it can be cleared by the date it is needed. We must receive this money by a specified time, date and method of payment. If payment is made by cheque, this will normally mean by noon on the fifth 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 later than agreed, or by inappropriate means, we will not be liable for any further delays or loss that arises from this, for as long as your funds remain uncleared.
17. (a) It is standard legal practice for our costs and disbursements to be paid 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 the costs, then you should provide the required sum as cleared funds before the date of completion, in accordance with paragraph 16.
  - (b) If you delay paying us the sum shown on the statement as due from you by seven days or more, 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 the Transaction / Legal Completion

18. It is difficult to provide indicative time-scales for the transaction due to the nature of the work, the number of parties involved and matters out of our control. In our experience, the average transaction will take 8 – 12 weeks, but this could be significantly much longer or shorter, dependent upon your particular circumstances and those of the other parties in the chain.
19. 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 generally the shortest time it takes without special arrangements 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 Land Tax and Land Registry fees as cleared funds by the proposed completion date, otherwise it will instruct us to delay completion until they are held.
19. Unless you have agreed otherwise in writing, 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) if you request a completion date less than ten working days after exchange of Contracts. 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.

### Breakdown of Trust

20. If the relationship of trust or mutual respect that needs to exist between a lawyer and a client irretrievably breaks down or we cannot reasonably obtain instructions, 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, paragraph 8 applies.

### Non-legal Advice

21. A conveyancer is a specialist property lawyer, qualified to advise on conveyancing law. You should consult appropriately qualified professionals for advice on non-legal matters, such as the physical condition of the Property and its connected services, or its market value, or on investment and financial matters. Before exchanging 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 a conveyancer's work to consider or comment on any non-legal aspects of surveyor or valuation reports.

#### Indemnity Insurance

22. The introduction of The Financial Services and Markets Act 2000 requires this firm to supply you with the following information:-
- (a) This firm is not authorised by the Financial Services Authority. However, we are included in the Register maintained by the Financial Services Authority so that we can carry on insurance mediation activities which is broadly advising on selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by The Council for Licensed Conveyancers. The Register can be accessed via The Financial Services Authority website at [www.FSA.gov.uk/register](http://www.FSA.gov.uk/register).
  - (b) This firm does not have any holding, direct or indirect, representing more than 10% of the voting rights or of the capital in an insurance undertaking. No insurance undertaking or parent of any insurance undertaking has a holding, direct or indirect representing more than 10% of the voting rights or of the capital in this firm not has any insurance undertaking any holding of voting rights or capital in this firm at all.
  - (c) This firm does not give advice on the basis of a fair analysis of the market but from a limited number of insurance undertakings, namely Countrywide Legal Indemnities, Legal & Contingency Limited, Guaranteed Conveyancing Solutions Limited and Aviva, but this practice is not contractually obliged to conduct insurance mediation activity in this way or with any of those insurance undertakings.
  - (d) This firm will not receive any pecuniary reward or any other advantage from the insurer with whom it is proposed the contract of insurance will be affected nor from any person other than this firm's clients arising out of this firm carrying on any regulated activity.

#### Money Laundering / Proceeds of Crime

23. 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 be able to exchange Contracts until this has been provided. By instructing this firm to act on your behalf, you authorise us to make an Anti-Money Laundering search against you. This will not affect your individual credit file in any way. It will, however, leave confirmation that an identification check has been carried out.
24. We are unable to accept cash payments in any amount more than £500 in relation to a single transaction.
25. As lawyers, we are under a general professional and legal obligation to keep your affairs private. However, we are required, by 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 NCIS or any other appropriate authority, if we consider it appropriate. You agree that this authority overrides any confidentiality or entitlement to legal professional privilege. We shall be unable to tell you if we have made a report.

#### Your Data

26. For the purposes of the General Data Protection Regulations, Dodd & Vaughton is a data controller and data processor. We will only collect information from you that is relevant to the transaction that we are dealing with. We will use your information for the provision of conveyancing services as is necessary for the performance of the contract between us.
- There are rules about whom we can share your information with and this will normally be limited to third parties that are directly relevant to your matter. These will include, but are not limited to, for example: Estate Agents; Mortgage Brokers, Local Authorities, Mortgage Lenders, Builders/Developers and Surveyors, Part Exchange companies, etc. You agree that we may provide such information as is necessary to progress the chain transactions to these third parties and to keep those parties apprised of your current position throughout the transaction, ie whether you need a mortgage / received, searches applied / received for, etc.
- The data will be held for the duration of your matter, or for a longer period necessary to comply with our obligations to the Council of Licensed Conveyancers (CLC). Please note that you cannot require us to delete your data prior to the expiration of our statutory obligations required by the CLC.

#### Your Help

27. To help the transaction go smoothly and to keep down costs, you agree:
- (a) to inform us in writing of your requirements and of any significant change in them;
  - (b) to respond promptly in writing to any request for instructions you may receive from us;
  - (c) to us communicating with you or third parties by whatever method (including e-mail) is most efficient;
  - (d) to authorise us to incur the costs and search fees (including repeat searches) which, in our professional judgement, are necessary to protect your interest or that of your mortgage lender;
  - (e) to authorise disclosures of your information and instructions to any mortgage lender to which you have applied and which also uses our services;
  - (f) to our obtaining the title deeds to your Property from your Lender or any third party;
  - (g) to our obtaining redemption figures and final settlement costs from any lender;
  - (h) to provide evidence of your identity when and how we may request;
  - (i) to do whatever we ask you so as to comply with the money laundering regulations;
  - (j) not to contact us to request progress reports more frequently than is necessary;
  - (k) that any money due to you will be paid as a single cheque in your favour. Any alternative arrangement must be requested in writing and signed by you, and may involve additional work and hence cost;
  - (l) that we are authorised to retain or destroy the contents of your file or to transfer the data onto another Durable Medium
  - (m) that we are authorised to disclose information relating to your matter to other parties in the conveyancing chain, including estate agents;
  - (n) to our processing your personal data (including sensitive personal data) but solely for the purposes of your transaction;
  - (o) to generally to co-operate with us.

#### Complaints

28. We aim to resolve any complaint you have about the service we have given you as quickly as possible. If you are unable to sort things out with the person who has been dealing with you, please contact either Daniel Higgs, Alison Gill or Thomas Vaughton. Once we have received your complaint, Daniel Higgs, Alison Gill or Thomas Vaughton will write to you within 7 days to explain how your complaint will be investigated if a complete response to your complaint has not been made by that time. You will be told the latest date by which a complete answer will be given to your complaint (this should not be more than 28 days after we received your complaint). If you have made the complaint verbally – either at a meeting or on the telephone – we will set out in our full response our understanding of the nature of your complaint. The assessment of the complaint will be based upon a sufficient and fair investigation. We will explain in writing our findings and where the complaint is upheld will offer remedial action or redress. This will be actioned promptly.
- If you are dissatisfied with any aspect of our handling of your complaint, please feel free to contact another Director of the firm who will conduct a separate review of your complaint. You will be told about the conclusion of this review within 28 days.
- If after following the review process you remain dissatisfied with any aspect of our handling of your complaint, you may contact directly the Legal Ombudsman to ask them to consider the complaint further: Telephone number : 0300 555 0333 : e-mail [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk). Website : <http://legalombudsman.org.uk>. Address : Legal Ombudsman, P O Box 6806, Wolverhampton, WV1 9WJ.
- Unless it agreed that there are good reasons not to do so, the Legal Ombudsman will expect you to allow us to consider and respond to your complaint in accordance with the procedure set out above in the first instance. You can refer your complaint up to 6 months after you have received our final written response to your complaint. You can also use the Ombudsman service if we have not resolved your complaint within 8 weeks of us receiving it. A complaint can be referred to the Legal Ombudsman up to six years from the date of the act or omission or up to three years after discovering a problem. The ombudsman deals with service related complaints; any conduct related complaints will be referred to the Council for Licensed Conveyancers.
- Alternative complaint bodies exist under the EU Consumer ADR 2015. The current ADR entities available to deal with disputes in the legal sector are: Ombudsman Services ([www.ombudsman-services.org](http://www.ombudsman-services.org)), ProMediate ([www.Promediate.co.uk](http://www.Promediate.co.uk)); Small Claims Mediation ([www.small-claims-mediation.co.uk](http://www.small-claims-mediation.co.uk)) ("Alternative Complaints Bodies").
- We do not currently agree to use the Alternative Complaints Bodies.
29. If you make a valid claim against us for a 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 Council for Licensed Conveyancer (from whom details can be obtained).

#### Your Right to Cancel

30. If your instructions to us are not being given at a face to face meeting, under the Consumer Credit Act 2015 you have the right to cancel those instructions without any cost to you (with the exception of any disbursements paid out on your behalf) within 14 working days of your written instructions being received by us. You can cancel the agreement by either delivering or posting a note to the office cancelling your instructions or by sending it by fax.

#### TO BE COMPLETED BY THE CLIENT

Please complete the details below and return it to us. Another print of these terms is enclosed for you to keep for your reference.

**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 CLIENT(S) (in capitals please)

SIGNATURE OF CLIENT(S) DATE

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# CONVEYANCING FLOWCHART

| Seller's Conveyancers   | Buyer's Conveyancers  |
|---|---|
| <b>PRE-EXCHANGE</b>   |   |
| Written instructions to act received; Order initial redemption statement; send Property Information form to Seller for completion   | Written instructions to act received and payment on account   |
| Property Information Forms received from Seller; Contract pack issued to Buyer's Conveyancer  | Contract pack received from Seller's Conveyancer; review title and other documents received; Order searches; and raise Additional Enquiries of the Seller's Conveyancer |
| Responses to Additional Enquiries received from Seller; and send responses to the Buyer's Conveyancer   | Responses to Additional Enquiries received from the Seller's Conveyancer  |
| Prepare and send Legal Report to Seller   | Searches received   |
| Seller signs Contract   | Mortgage Offer received   |
|   | Legal Report sent to Buyer and deposit requested (if appropriate)   |
|   | Buyer signs Contract  |
| <b>EXCHANGE</b>   |   |
| <i>Once all parties in the chain have signed the Contracts and ready to exchange, the Conveyancers will arrange to exchange Contracts. At this point in time, the completion date will be agreed, and all parties are legally bound</i> |   |
| Obtain final redemption statement (if applicable), Agents Commission Account; prepare Completion Statement and send to Seller   | Mortgage Advance requested; Final Searches completed; prepare Completion Statements and request client balance (if applicable)  |
| Pre-Completion Check  | Pre-Completion Check  |
|   | Mortgage advance received and client balance requested  |
| <b>COMPLETION</b>   |   |
| <i>Everyone moves and legal title to the property changes hands</i>   |   |
| Completion monies received, keys released, Transfer Deed sent to the Buyers' Solicitors, and balance monies sent to Seller (if applicable)  | Completion monies sent to the Seller's conveyancers; keys released  |
|   | Transfer deed received and sent to Land Registry  |
| <b>POST COMPLETION</b>  |   |
|   | Registration completion by Land Registry and copy title Deeds sent to the Buyer and Lender (if applicable)  |