

CurrentDate

Our Ref: FileRef

PRIVATE AND CONFIDENTIAL

Dear ClientName ClientSurname &

Purchase of PropertyDetails

Thank you for instructing FirmName to handle this matter on your behalf.

My name is SolicitorName SolicitorSurname and I am a Solicitor in this firm. The Director with overall responsibility for your case is DirectorName DirectorSurname. I shall carry out most, if not all, of the work on your case. There may be occasions when I am not immediately available and, in these circumstances, please leave a message with reception, with my secretary SecretaryName SecretarySurname or with my assistant AssistantName AssistantSurname.

# Conveyancing Quality Scheme

We are accredited as part of the Law Society's Conveyancing Quality Scheme. The scheme is designed to improve transparency of transactions, raise service levels and provide better communication and a more efficient process. To achieve this, we need your authority to enable us to share information with other parties involved in this transaction and any related chain of transactions.

By signing and returning the copy of this letter you will be confirming that we have your authority to provide information to other parties in accordance with the Law Society Conveyancing Protocol. If you do not wish us to do so, please advise us immediately.

## Your Instructions

### To investigate title to the above property in order to proceed to completion as soon as possible.

### To register your purchase at the Land Registry.

I have outlined your instructions to us and the work which I will be undertaking on your behalf for the avoidance of doubt. We will not undertake any other work as part of this retainer unless you change your instructions. However, you should be aware that a change in your instructions may affect the costs or timescale for your case.

## Costs

FirmName legal fees for acting on your behalf are charged on the following basis:

|  |  |
| --- | --- |
| Legal Fees for Conveyancing | £ |
| VAT (20%) | £ |
| Total costs including VAT | £ |

**What our Fee includes**

Our fee includes our Conveyancing work on your behalf, an electronic bank transfer and electronic ID checks.

**What is a Bank Transfer?**

We maintain electronic links with our bank to ensure that we have, to the greatest extent possible, control over payments being made electronically, the most common examples being sending completion monies or repaying a mortgage. These electronic links are operated and maintained by our accounts team.

Please note that if one or more additional Bank Transfers are necessary, an administration fee of £37.50 plus VAT is chargeable per funds transfer. This is reflective of the work our accounts team carries out in arranging and executing electronic funds transfers.

## What is an Electronic ID Check?

As responsible solicitors, we take steps to get to know who our clients are. One of the fundamental ways of doing this it to establish the identity of each client.

At FirmName we have comprehensive identification procedures in place. As part of this, we carry out an electronic name and address check in relation to each client. This forms one part of our 10 procedures, the rest of which are outlined in your client care pack. We include checks for up to two individuals in our fees.

If it is necessary for us to carry out electronic 10 checks on more than two individuals, we will ask you to contribute an additional £10 plus VAT for each additional check. If a third party, or third parties, are contributing towards your deposit, we will need to carry out a check in relation to their name and address. Where the number of checks required exceeds the two checks included in our fees, the fee of £10 plus VAT will be chargeable.

## Leasehold Properties

If the property you are purchasing is Leasehold, we may make an additional charge of £200.00 plus VAT due to the additional work which is required on Leasehold matters. The work will consist of the following:

### Investigating the title to the property, to include:

1. carrying out searches with respect to title and local government information for the property
2. reviewing replies given by the seller to pre-contract enquiries

### Negotiating a purchase contract

### Negotiating a transfer document

### Advising you in respect of your mortgage offer (where applicable)

### Preparing a report on title

### Proceeding to exchange of contracts and then completion of the purchase

### Transferring funds by telegraphic transfer to the seller's solicitors and for relevant taxes

### Calculating stamp duty land tax (SOLT) where applicable on a purchase, and

### preparing and submitting to HM Revenue & Customs the appropriate SOLT forms

### Registering the purchase and the mortgage (where applicable) at the Land Registry.

## Disbursements

A disbursement is a legal term for any expense we have to pay to third parties on your behalf. Disbursements do not contain any profit element.

I anticipate that the following disbursements will apply:

|  |  |
| --- | --- |
| Search pack (includes Local, Coal, Drainage and Environmental searches) | £ |
| Land Registry Searches | £ |
| Land Registry Fee | £ |
| Stamp Duty | £ |

Your total legal costs will be £ TotalLegalCosts including VAT and disbursements and I do not anticipate exceeding this amount at this stage.

In the event that costs remain outstanding on your file, we reserve the right to refuse any request you might have for us to release your file of papers to you or any other person until all outstanding costs are paid.

## For Information Only

Although the fee will be fixed please note that work carried out by myself will be recorded at £130 per hour. This rate attracts VAT which is currently 20%. The rates are set based on an individual's level of experience and qualification. The working hour is divided into ten units of six minutes. Each unit is therefore charged at one tenth of the hourly rate. Telephone calls and correspondence, both incoming and outgoing, will be charged as a minimum of one unit.

If the matter becomes protracted or your instructions alter, I reserve the right to charge additional costs either in line with the hourly rate outlined above or by agreeing an increased fixed cost. I will agree any increase with you in writing before carrying out any additional work. At this stage, I do not envisage exceeding the fixed rate.

## Timescales

I anticipate that this matter will take 6 - 8 weeks to bring to a conclusion but cannot make any guarantees on this estimate.

## Interest on Client Money

If we hold money for you during the course of your matter, we may pay you an amount for interest earned. We do not make interest payments in all matters. The paragraphs below explain the circumstances in which we will make a payment for interest, and how it is calculated.

## Money held in client account

We pay money received for your matter into a bank account referred to as a "client account". Money received will remain in our client account until we have sent or given you a bill for our costs, or paid the money to someone else in accordance with your instructions (payment of a disbursement).

If you owe us money (due to balances outstanding from previous bills) at the time we receive a payment, we will deduct the amount you owe from the payment and pay the balance into the client account. If the amount you owe is greater than the payment we receive, the payment will be set against the balance you owe: no part of the payment will be paid into the client account and no interest will be earned on it.

## Whether and when we will pay interest

At the end of your matter, we calculate the amount of interest earned on any money that has been held in our client account during the matter. Interest is calculated to the nearest day.

If the sum of interest calculated is £25 or more, we will pay the calculated sum to you (or to the owner of the money that was held, if that is not you). No tax is deducted from the interest and you are responsible for paying any tax due to HMRC.

If the sum calculated is less than £25, we will not pay any amount for interest. This is because we incur administration costs as a result of holding client money, and is in line with rules previously issued by the Solicitors Regulation Authority.

The figure of £25 is known as the "de minimis". The de minimis amount is reviewed by us at least annually.

## Interest rate

The interest rate we receive from our bank and use to calculate interest as described above, is likely to be less than the amount you could earn by depositing money in a personal savings account.

We maintain two client accounts and we use the higher interest rate of the two in our calculations.

Our banking arrangements are reviewed from time to time. We consider the client account interest rates available as part of such reviews. This means the interest rate secured will not be the lowest rate available, but we do not attempt to secure the highest rate available.

## Exceptional circumstances

If we consider the circumstances of your matter to be exceptional, we may pay more interest than we would by strictly following the paragraphs above, or we may pay interest when otherwise we would not, if we consider it fair and reasonable to do so.

## Care and Conduct

At FirmName we try to provide the best possible service to our clients and in order to do this, we need to know from you if you feel dissatisfied with any aspect of the service you receive, including any bill. Should you have any complaint about any aspect of our service or our charges, please let me know straight away and I will attempt to remedy the problem. If I am unable to resolve the problem, CCManagerName CCManagerSurname is our Client Care Director and you should contact him. You can contact CCTitle CCManagerSurname by telephoning CCContactNumber, emailing him at CCEmail[,](mailto:clientcare@switalskis.com) or by writing to him at our CCAddress. CCTitle CCManagerSurname will then investigate your complaint in accordance with our complaints procedure and will take whatever steps are necessary to remedy the problem. Should you require a copy of our complaints procedure, please let us know and we will provide you with a copy. Alternatively, a copy is available on our website: CCWeb[.](http://www.switalskis.com/clientcare)

We have eight weeks to consider your complaint. If we have not resolved it within this time you may complain to the Legal Ombudsman.

If at the conclusion of our complaints process you are not satisfied with the outcome you can ask the Legal Ombudsman (address PO Box 6806, Wolverhampton WV1 9WJ, website [www.legalombudsman.org.uk,](http://www.legalombudsman.org.uk/) telephone 0300 555 0333) to consider the complaint. The Legal Ombudsman will expect you to have given your lawyer a chance to resolve your complaint before it will get involved. Normally, you will have to bring your complaint to the Legal Ombudsman within 6 months of receiving a final response from us about your complaint and 6 years from the date of the act or omission giving rise to the complaint, or alternatively 3 years from the date you should reasonably have known there are grounds for complaint (if the act/omission took place before 6 October 2010 or was more than 6 years ago).

We are also required to inform you that as well as having a right to object to any bill you receive by making a complaint to ourselves and the Legal Ombudsman you may also be able to apply to the court for an assessment of your bill under Part Ill of the Solicitors Act 1974. However, you should also be aware that if all or part of your bill remains unpaid, FirmName may be entitled to charge interest on it, and that the Legal Ombudsman may not consider a complaint about a bill if you have applied to the court for assessment of that bill.

## Terms and Conditions

I enclose our firm's Terms and Conditions of business. The Terms and Conditions form a part of our agreement and is an important document which you should keep safe for future reference. If you have any questions or queries, please do not hesitate to contact me.

## Consumer Contract Regulations 2013

If these regulations apply because you did not see us in the office at the outset we have to give you additional information about your right to cancel. You will find an attached sheet (where applicable) providing you with important information about this. If there is anything that you are not sure about in relation to your rights, please do not hesitate to contact us for further clarification.

# What you need to do now

## In order to confirm your instructions and your agreement to the above I require you to sign and return one copy of this letter to me as soon as possible along with the completed purchase questionnaire. Please note failure to return this signed document may delay the progress of your case.

## I also require a document which contains your photograph in order to prove your identity (for example passport, photocard driving license, Identity card) and a recent utility bill or bank statement in order to prove your address. You may take these to your nearest FirmName office and a member of staff will copy your documents and hand you back the originals straightaway.

If you unable to personally bring your proof of identity into our office, please provide us with a photocopy of your proof of identity. Please do not send us your original proof of identity in the post. If you do, we will return the documents by Special Delivery and the cost of this will be added to your bill.

## I should be grateful if you could let me have payment on account in the sum of £250.00 so that I can commence work on your behalf. Where possible please arrange to pay this online. To do this visit our website: FirmwebURL

* Click the 'make payment' button on the right hand side of the screen to access our secure payment gateway
* Complete your personal information, including the name of the person handling your case and click 'submit'.
* Fill in your credit or debit card details and make your payment.

You can also pay by debit card. If you wish to pay by card you can do so online at FirmwebURL(click 'pay online' at the top right of the screen). If you do not have internet access or prefer to pay over the phone, please contact our accounts team.

Finally you can also pay by cheque, although we cannot commence any work until the cheque has cleared. This can take up to 10 working days. Please note that any cheque should be made payable to "FirmName".

## Please provide your National Insurance number.

## I also require your express authority to submit your Stamp Duty Land Tax form electronically. Please therefore sign the declaration below. This is required to be submitted even if no stamp duty may be payable.

Once again, thank you for your instructions, and I hope we can deal speedily and effectively with your case.

Yours sincerely,

SolicitorName SolicitorSurname

FirmName

Email: SolicitorEmail

Please sign and date below and return one copy of this letter:

We and sign and confirm our instructions. We also confirm that we have read and agree to the Terms and Conditions of business and we also hereby give our express consent for the relevant Stamp Duty Land Tax Form and required payment (where relevant) to be submitted on our behalf electronically.

|  |  |
| --- | --- |
| Date of Birth |  |
| National Insurance No |  |
| Any previous address in past 3 years |  |

Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# JOINT OWNERSHIP FORM

It is important to ensure that we receive your full instructions as to the manner in which you wish to own the property. The important distinctions are as follows:

## Joint Tenants:

Should you decide to hold the property as Joint Tenants then on the death of one of you the property will pass to the survivor of you absolutely. The survivor will then own it as if they had purchased the property on their own. This will happen regardless of the contents of any Will you may have made.

**NB**: Please note that a Joint Tenancy can be brought to an end by either co-owner serving on the other a 'Notice of Severance'. This might happen for example if your relationship broke down in the future. From then on you would own the property as Tenants in Common in equal shares (see below). For married couples/civil partners the presumption of equal shares in this scenario can be adjusted by a Court in divorce/dissolution proceedings.

## Tenants in Common:

Should you decide to hold the property as Tenants in Common, then on the death of one of you the share of that person will pass according to any Will that they have made and if they have not made a Will then in line with the intestacy rules which are in force at the time. The 'tenants in common' method is usually chosen when you want your share in the Property to pass to someone else rather than your joint owner. It may also be appropriate in situations where your financial contributions towards the purchase price are unequal or perhaps where one or both parties has been married before and wishes to leave their share in the Property to a child/children of the previous marriage.

You can specify your shares in the Property, e.g. equal shares, one third/two thirds. Alternatively, more detailed, specific arrangements can be set out in a Trust Deed, which we can prepare for you for an additional fee\*. This might be appropriate if, for example, one of you is paying the deposit and wishes to safeguard this input with the balance of the net proceeds of sale being split equally, or if one of you intends to contribute more towards the mortgage repayments etc. If you feel a Trust Deed might be necessary, please tick the bottom box below and we shall contact you to discuss this further at a separate meeting if appropriate.

## Married couples / Civil Partners

In the unfortunate event that you separate after the purchase of the property there are special rules which apply to determine how the property should be dealt with, including how the net proceeds of sale should be shared between you. The Court has the power to decide your respective shares regardless of whether you hold the property as Joint Tenants or Tenants in Common.

We wish to hold the property as:

|  |  |
| --- | --- |
|  | Joint Tenants |
|  | Tenants in Common in equal shares |
|  | Tenants in Common in specific shares- please state the specific share required: |
|  |  |
|  | We would like an appointment to discuss this further and for further advice on the options available to us |

\* We shall provide you with a written estimate of our costs once full details have been taken from you.

Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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# Purchase Questionnaire

|  |  |
| --- | --- |
| Please confirm your full names including any middle names |  |
| Please confirm your full correspondence address including your postcode |  |
| Full Address of the property to be bought including the full postcode |  |
| Contact telephone numbers: |  |
| Email address: |  |
| What is the agreed purchase price? |  |
| Name and address of estate agents acting |  |
| Tel. Home: |  |
| Tel. Mobile: |  |
| Tel. Work: |  |
| Name of seller's solicitors or representatives |  |
| Has any preliminary deposit been paid? |  |
| If so how much and to whom? |  |
| Have you obtained a receipt? |  |
| Anticipated completion date? |  |
| Present/proposed use of property? |  |
| Who will be resident in the property? |  |
| Will there be any person(s) over the age of 17 who are not going to be a party to any mortgage or have their name on the title deeds? |  |
| If yes, please provide details of such person(s) including their name and address details as they will be required to sign appropriate consent forms if you are obtaining a mortgage |  |
| Is the transaction dependent on the sale of another property? |  |
| Have any other terms been agreed between you and the seller(s)? |  |
| You need to let us know if the seller has offered any incentives/discounts/cash back/allowances from the purchase price |  |
| If you are obtaining a mortgage, please be aware of our duty to inform the lender of any incentives/discounts/cash back/allowances being made |  |
| If yes, please provide full details |  |
| Is anybody helping you buy the property with financial aid, such as parents? |  |
| If so please provide details |  |
| How will you be funding the balance of the purchase? If you are obtaining a mortgage please provide full details of who your lender is and advise how much the mortgage will be for |  |
| Have you made survey arrangements? |  |
| Have you made buildings insurance arrangements? |  |
| If yes, please forward a buildings insurance policy schedule (unless you are arranging insurance with your lender) |  |
| What is your intended use of the land? |  |

Please note that unless we have your authority to do so, we cannot discuss your Purchase with anybody other than yourselves, the estate agents and the solicitors involved in the chain. If you wish us to speak to anybody else such as a friend, relative or Mortgage Broker, we must have your authority to do this.

|  |  |
| --- | --- |
| If there are monies due to you after your purchase has been completed (which may be the balance from a related sale), we will send these to you on or just after the day of completion. There are two ways that we can do this:  1. We can send the monies via CHAPS (TT) which is a payment through the banking system and the money will clear in your bank account the same day that we send this to you. The advantage of this is that you will be able to use these monies as soon as they reach your account. However there is a charge for this service as detailed in our client care letter.  2. We can send the monies via BACS which is a payment through the banking system and the money will clear in your bank account within 2-3 working days. There is no charge for this service.  Please note that if the property is held in joint names, then any monies due to you must be paid into a joint account. If you wish the money to be paid either to one of you or to a third party, you must provide us with a letter signed by you both providing us with authority to do that and providing us with details. | |
| Please indicate how you wish funds to be sent to you? | TT (additional fee charged)  BACS (Free) |
| Please Provide us details of your Sort Code: bank Account including Name of your Account No. | Bank  Sort Code  Account No.  Account Name: |

Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Ref: FileRef

# Specific Information for Purchasers regarding Stamp Duty land Tax

1. It is a purchaser's duty to submit the Stamp Duty Land Tax form within the time limit of 30 days, although if you have authorised us by signing the authorisation on the Client Care letter and signing and returning the accompanying Stamp Duty Land Tax Return we will submit this electronically on your behalf.
2. There are penalties for a failure to submit the form on time (£100 for up to 3 months’ delay, thereafter £200 together with tax-related penalty if there is a failure to file for 12 months).
3. If we do complete the form on your behalf, the form will be completed based on information provided by you, and you will be responsible for the accuracy of the information and for any penalty which may be incurred if the form is returned for correction. A copy of the contents of the form will be submitted to you for approval and signature before we submit this to H M Revenue & Customs.
4. Failure to submit the form on time may result in delays in registering the purchase of the property.
5. You are liable for the payment of any tax due and where there are co-buyers the liability is joint and several.
6. If we are named on the form as "tax agent", the solicitor will not accept any responsibility for the form, we will merely be the person with whom HM Revenue & Customs will communicate and to whom the land transaction certificate will be sent.
7. H M Revenue & Customs may enquire into the transaction and you may be liable to pay additional tax after any enquiry.
8. Should an enquiry take place, any costs incurred by us will be additional to those paid for the conveyancing transaction.
9. You should keep any documents relating to the transaction for a minimum of 6 years.
10. We confirm that any documents in our possession will be available for a minimum of 6 years.

Ref: FileRef

# ADDITIONAL SEARCHES FORM

**PLEASE RETURN THIS FORM- FAILURE TO DO SO MAY CAUSE DELAY**

In addition to the standard searches that we carry out against the property, please consider whether you would like us to obtain the following additional searches for you. The information provided within the searches may affect your decision to purchase the property and the future marketability/value of the property.

**'Groundsure Planning Search'**

This search provides the following information:

Planning applications within 500m of the property for the last 10 years;

Data on mobile masts;

School results;

Local amenities and points of local interest;

Local infrastructure and much more

**'Groundsure HS2 search'**

Groundsure have launched the HS2 report that will show you, amongst other information, the proposed route of HGHSPEED 2 (HS2), the nearest distance to the property (within a 1000m radius), and the maximum speed of the train at the nearest point to the property.

'Energy Risk Search'

This search details the presence of any existing and planned shale gas/conventional oil and gas/coalbed methane developments, wind farms, power stations and major energy infrastructure.

Kindly compete this form to indicate your preference:

|  |  |  |  |
| --- | --- | --- | --- |
|  | I / We require a Groundsure Planning Search and I / We include the additional search fee of | £23.00 | |
|  | I / We require a Groundsure HS2 search and included the additional search fee of | £18.00 | |
|  | I / We require a Energy Risk search and included the additional search fee of | £24.00 | |
|  | I / We require both a Groundsure Planning Search, Groundsure HS2 search and Energy Risk Search and include the additional search fee of | £65.00 | |
|  | I / We do not require any additional searches | |  |

Ref: FileRef

FirmName

The quotation you have received shows the amount we would expect you to have to pay, based on the limited information supplied.

From time to time however, unforeseen circumstances may arise during the course of a transaction and which require additional work to be carried out by us on your behalf. As such, and to provide transparency and certainty wherever possible in relation to our fees, you will find below the types of additional work and the cost you can expect to pay, should those circumstances arise. We will of course in all cases, discuss the issues with you as and when they arise, explain to you why these need to be dealt with and the different options for doing so.

**NEW-BUILD, LEASEHOLD, OR HELP TO BUY**

In each of the following circumstance, an additional legal fee is chargeable: -

(I) where the property you are buying is a new-build property

(2) where you are buying with the aid of the government's "Help to Buy" scheme

(3) where the property you are buying or selling is leasehold

£150.00 plus VAT

Each of the above will separately attract the additional fee.

**DECLARATION OF TRUST**

Where you ask us to advise on and prepare a Declaration of Trust in relation to your respective "beneficial" interests in the property.

£150.00 plus VAT

**STATUTORY DECLARATION**

In the event that as a result of a defect in title we are required to draft a "Statutory Declaration"; a declaration you must swear under oath.

From £100.00 plus VAT

**DEALING WITH H M LAND REGISTRY (RESTRICTIONS)**

On a sale transaction, where your legal title contains a "Restriction" that we are required to deal with £75.00 plus VAT during the transaction.

**ADDITIONAL SAME DAY MONEY TRANSFER**

Should you require money to be transferred telegraphically, via the CHAPS banking system, this fee will be £37.50 plus VAT charged per transfer made.

**ADDITIONAL MORTGAGES**

Where you have two or more mortgages registered against your sale property, or intend to have two or more mortgages registered against your purchase property. We do not usually charge for dealing with the first mortgage in each case. Please note that the amount quoted is per additional mortgage, per transaction.

£75.00 plus VAT

**ARRANGING INDEMNITY INSURANCE POLICIES**

In the event that defects emerge in your title/property during the course of the transaction, and we are required to put in place a policy of insurance to deal with the matter to the other side's satisfaction. Please note that the amount quoted is per policy arranged.

£50.00 plus VAT

**THE "GREEN DEAL" SCHEME**

In the event that the property you are buying has benefitted, or is benefitting, from the Government's "Green Deal" scheme, we will be required to carry out additional work (for example raising enquiries and reporting to you and your mortgage lender).

£100.00 plus VAT

**GIFTED DEPOSIT**

Where a third party is gifting you any portion of your deposit, we are required to carry out additional due diligence and communicate directly with that third party to fully establish the source of funds for our file.

£50.00 plus VAT

**SOLAR PANEL LEASE**

Where the property has the benefit of solar panelling under the terms of a lease agreement, we are required to carry out additional legal work in relation to the lease.

£75.00 plus VAT

Client Identification and Address Verification

Acceptable forms of personal identification are:

|  |  |
| --- | --- |
| ANY ONE ITEM FROM THIS LIST: OR | ANY TWO ITEMS FROM THIS LIST: |
| Current signed passport | Current EC Driving Licence |
| Current UK Photo-card Driving  Licence | Cheque Guarantee Card, Credit Card or Debit Card with inlaid photo of client |
| Current signed FULL Driving  Licence  (old version} | Inland Revenue 714 Card with photo &  signature |
| Benefit book or original notification letter from the Benefits Agency | Cheque Guarantee Card, Credit Card or Debit Card  (no photo) with an original account  statement |
| Firearms Certificate | HM Customs & Excise Card |
| Inland Revenue Tax notification | Employer ID Card |
|  | Police Warrant Card |
| Pension Book |
| Bank or Building Society Statement |
| National Insurance Card accompanied by a recent P60 or payslip confirming N I Number and name |

AND ONE ITEM FROM THIS LIST Acceptable forms of address verification are:

|  |
| --- |
| Recent utility bill |
| Local Authority tax bill for the current year |
| Current Driving Licence ( if not used for identification) |
| Bank or Building Society Statement |
| Benefit book or original notification letter from the Benefits Agency (if not used for identification) |
| Vehicle registration document |
| House Insurance Certificate |
| Recent credit card statement |
| Recent Inland Revenue Notice of Coding or Tax Demand |
| TV Licence renewal |
| Medical Card |
| Address verification must be taken independently of personal identification (even if the address has been included). |

# TERMS AND CONDITIONS

## HOURS OF BUSINESS

Our offices are open Monday to Thursday from 8:30 to 17:00pm and 8:45am to 17:00pm on Fridays. Further details and information can be obtained on our website FirmwebURL[.](http://www.switalskis.com/)

Sarah Cookson who is handling your file works these hours.

## SERVICE STANDARDS

We ask that you provide us with clear instructions and ensure that our understanding of the situation is correct so that we can advise you to the best of our ability. We ask that you help us to plan our day by avoiding unnecessary telephone calls and by making appointments. If the matter is urgent please feel free to telephone.

Please note that we will not tolerate abuse or threatening behaviour towards our staff in any circumstances.

We hold the Law Society's Practice Quality Mark, Lexcel, and are also accredited under the Law Society Conveyancing Quality Scheme. We will provide you with the quality of service required under these schemes, as well as meeting the quality standards required by our regulator, the Solicitors Regulation Authority (SRA).

For example, we will keep you regularly informed of progress in your case; we will be flexible with appointments; we will regularly review your file and we will respond to any queries you may have as soon as practically possible.

To ensure the continued quality of our service, we undergo annual assessments by an external Lexcel assessor. This helps us to identify how we can improve our service as well as verifying that we meet the high standards required under the Lexcel Practice Quality Mark. Your file may be selected for review by the external assessor as part of this process. The organisations that carry out Lexcel assessments are selected by the Law Society and your personal information will be handled at all times in accordance with the Data Protection Act 1998.

## TERMINATION OF YOUR INSTRUCTIONS

You may terminate your instructions with us at any time by notifying us in writing. If you terminate your instructions, we reserve the right to raise charges for the actual time spent dealing with your matter, even if the matter has not been concluded. However, we will not raise abortive charges in excess of the costs set out in this letter. We are entitled to keep all your papers and documents while money is owing to us. This is known as a "general lien".

We will only withdraw from acting for you with good reason and on giving you reasonable notice. We may terminate our instructions with you in various circumstances, as set out in the SRA Code of Conduct, for example: if our account has not been paid; or there is a conflict of interests.

If your transaction falls through and this is through no fault of your own, we still reserve the right to raise charges for actual time spent dealing with your matter.

## BILLING ARRANGEMENTS

In all conveyancing matters, payment of our final bill is normally due before completion but please remember that we reserve the right to send you a bill on account of the work to a particular date, even if the matter has not yet been concluded. In this case payment of our bill is due within 28 days of delivery.

We are able to accept payment by cash, cheque, debit or credit card. However, if your account is settled by credit card an additional charge of 1.5% will be levied. Please note that we are unable to accept cash sums in excess of £500.

Interest will accrue on any credit balances held for you in our client account. We will account to you with any interest which may be due at the end of the matter. Please note however we are not obliged to account to you where interest accrued is less than £25.00.

Should you have any complaint about any aspect of our service or our charges, please let us know straight away. If your legal adviser is unable to resolve the problem, CCManagerName CCManagerSurname is our Client Care Director and you should contact him. You can contact CCTitle CCManagerSurname by telephoning CCContactNumber, emailing him at CCEmail[,](mailto:clientcare@switalskis.com) or by writing to him at our CCAddress. CCTitle CCManagerSurname will then investigate your complaint in accordance with our complaints procedure.

If at the conclusion of our complaints process you are not satisfied with the outcome you can ask the Legal Ombudsman (address PO Box 6806, Wolverhampton WV1 9WJ, website [www.legalombudsman.org.uk,](http://www.legalombudsman.org.uk/) telephone 0300 555 0333) to consider the complaint. The Legal Ombudsman will expect you to have given your lawyer a chance to resolve your complaint before it will get involved. Normally, you will have to bring your complaint to the Legal Ombudsman within 6 months of receiving a final response from us about your complaint and 6 years from the date of the act or omission giving rise to the complaint or, alternatively, 3 years from the date you should reasonably have known there are grounds for complaint (if the act/omission took place before 6 October 2010 or was more than 6 years ago).

We are also required to inform you that as well as having a right to object to any bill you receive by making a complaint to ourselves and the Legal Ombudsman you may also be able to apply to the court for an assessment of your bill under Part Ill of the Solicitors Act 1974. However, you should also be aware that if all or part of your bill remains unpaid, FirmName may be entitled to charge interest on it, and that the Legal Ombudsman may not consider a complaint about a bill if you have applied to the court for assessment of that bill.

## STORAGE OF PAPERS AND DEEDS

Once the matter has been completed and our account has been settled we will keep your file of papers for a minimum of six years, except those papers that you ask to be returned to you. Thereafter your papers may be destroyed. However, we will not destroy any original documents held in our safekeeping such as death certificates, Wills, Grant of Probate and signed Estate Accounts. We offer a free safekeeping service for deeds and documents.

## MONEY LAUNDERING REGULATIONS

Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to a statutory exception. The Proceeds of Crime Act 2002 ("The Act") places obligations on solicitors which can in certain circumstances override the duty of client confidentiality.

If a solicitor becomes aware of or suspects the existence of the proceeds of crime in your case (whether from you or any other person) then in order to enable the solicitor to continue with your case without you or he/she committing an offence under the Act, your solicitor must report the irregularity to the National Crime Agency (NCA). If this happens we may not be able to inform you that a disclosure has been made or of the reasons for it.

The NCA will then either give or withhold permission for your solicitor to continue with the case. Even if the NCA gives permission for the case to continue, it can pass the information received to any relevant body such as Her Majesty's Revenue and Customs, and an investigation may take place at any time in the future.

We accept no liability for any losses of any nature incurred by you (or anyone connected with you) arising from the firm seeking to comply with the law in this respect. Please therefore be aware that accepting our Terms and Conditions will result in you foregoing your right to client confidentiality in relation to any information we give to the NCA.

In order to comply with Money Laundering Regulations, the law requires solicitors to obtain satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals for the purpose of laundering money.

To comply with the law, we need to obtain evidence of your identity as soon as possible. We have outlined our requirements to you in our accompanying client care letter and repeat the same here for avoidance of doubt. Our practice is to carry out an identity check on all clients. To do this we require an item of photo ID, for example a passport, photo card driver's license or identity card and a recent utility bill or bank statement to prove your address. We require original documentation. Please forward this to us by recorded delivery. Copies will be taken upon our receipt and the originals will be returned to you by recorded delivery. Alternatively, please take evidence of your identity to your nearest branch of FirmName whereupon copies will be taken and forwarded to the person dealing with your file.

If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity.

## EQUALITY AND DIVERSITY

FirmName Solicitors is committed to promoting equality and diversity in all its dealings with clients, third parties and employees. We have a written Equality and Diversity policy, take part in SRA diversity surveys and train all our staff in equality and diversity awareness. If you would like us to send you a copy of our Equality and Diversity Policy, please let us know.

## DATA PROTECTION ACT 1998

FirmName is registered as a Data Controller with the Information Commissioner's Office. We hold and process personal information to enable us to provide legal services including advising and acting on behalf of our clients. We also process personal information in order to maintain our own accounts and records and promote our services.

Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. Your file may also be reviewed by an external assessor as part of our annual Lexcel quality assessment.

You have a right of access under data protection legislation to the personal data that we hold about you. We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please click the 'unsubscribe' link on our marketing emails, notify our office in writing, or email our marketing team.

## MORTGAGE FRAUD

If we are acting for both you and your Lender, we have a duty to fully reveal to your Lender all relevant facts about your transaction and mortgage. This includes any differences between your mortgage application and information we receive during the transaction and any cash back payments or discount schemes that a seller is giving you.

## FINANCIAL SERVICES

We are not authorised or regulated by the Financial Conduct Authority and can only provide limited regulated financial services where these are closely linked to the legal work we are doing for you. This is because we are members of Law Society of England and Wales, which is a designated professional body under Part XX of the Financial Services and Markets Act 2000. This part of our business is regulated by the Solicitors Regulation Authority and the mechanism for complaints and redress is provided by the Legal Ombudsman. If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised to provide the necessary advice.

## FINANCIAL SERVICES COMPENSATION SCHEME

We will not be liable for any money lost through default of our Bankers as a result of any banking failure. We currently hold our client account funds in Yorkshire Bank pic, which is covered by the Financial Services Compensation Scheme (FSCS). The FSCS has a compensation limit of £85,000, which applies to each individual. This means that if you hold other money in the same bank as that of our client account, the compensation limit remains £85,000 in total. In the event of a Bank failure you agree to us disclosing details to the FSCS.

INSURANCE MEDIATION

We are not authorised or regulated by the Financial Conduct Authority. However, we are included on the register of Exempt Professional Firms maintained by the Financial Conduct Authority so that we may carry on insurance mediation activities as permitted by the SRA Financial Services (Scope} Rules 2001.

Insurance mediation work includes advising on and/or arranging an insurance policy. An example in conveyancing is the arranging indemnity insurance in cases where the title to a property is defective. This part of our business is regulated by the Solicitors Regulation Authority and the mechanism for complaints and redress is provided by the Legal Ombudsman.

The register can be accessed via the Financial Conduct Authority website at <http://www.fca.org.uk/register>

## STAMP DUTY REGULATIONS

Due to changes in the Stamp Duty Regulations it is essential in all conveyancing transactions (other than a sale) that you provide us with your National Insurance number. Please insert this in the space provided in the accompanying client care letter.

Where possible we will be submitting Stamp Duty Land Tax forms online. We require your express consent for this and have included a specific paragraph for you to sign in the accompanying client care letter to confirm that you are happy for us to submit this form electronically.

## APPLICABLE LAW

Any dispute or legal issue arising from our terms of business will be determined by the law of

England and Wales, and considered exclusively by the English and Welsh courts.

# Information about the exercise of the Right to Cancel

Right to Cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the date of your client care letter. To exercise the right to cancel, you must inform us at

FirmName

FirmAddress

Tel: FirmTelNo

Fax: FirmFaxNo

email: SolicitorEmail

of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline. it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of Cancellation

If you cancel this contract, we will reimburse to you all payments received from you. including the costs of delivery (except for the supplementary costs arising if you chose at type of delivery other than the least expensive type of standard delivery offered by us).

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and no later than-

(a) 14 days after the day we receive back from you any goods supplied, or

(b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or

(c) If there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you request to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

# CANCELLATION FORM

Date:

To

FirmName

FirmAddress

Tel: FirmTelNo

Fax: FirmFaxNo

email: SolicitorEmail

I / We hereby give notice that I / We cancel my / our contact for the supply of legal services received on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_