

Sale and Purchase Transaction Guide

This document has been designed to assist you in understanding the processes and procedures involved in relation to your property transaction.

The Sale and Purchase Transaction Guide, must be read in conjunction with our Terms of Engagement and legal cost estimate and the information on additional legal costs contained within this document

Many of the questions that you may have when completing the documentation that accompanies this Guide will be answered within this document.

Should you require any additional information or assistance with regard to our terms and conditions of engagement, the legal costs associated with your transaction or in relation to the conveyancing process, please do not hesitate to contact us.



CONVEY LAW CONVEYANCING LAWYERS
www.conveylaw.com

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SALE AND PURCHASE TRANSACTION GUIDE

Our philosophy at Convey Law is to be the very best at what we do and to exceed our clients' expectations. We aim to offer exceptional legal advice and a quality of service which is second to none. We will endeavour to ensure that your property transaction proceeds in accordance with your instructions.

Communication

The contact details of the Conveyancer who will have conduct of your file of papers are clearly expressed on the letter which accompanies this document. You will have been provided with your Conveyancer's direct dial telephone number, fax number and e-mail address for your ease of reference.

Communication is a key element in our being able to provide you with a service of the highest possible standard.

To this extent we will endeavour to answer your telephone calls or written queries as soon as possible and we will endeavour to return any missed telephone calls as soon as practically possible.

It is imperative that you communicate with us direct in relation to key events and transaction timescales. Correspondence with other parties such as Estate Agents, Mortgage Advisors or other persons involved in the conveyancing process can often confuse matters and cause a breakdown in communication / information being shared between us.

Service

We aim to offer all of our clients an efficient and effective service and we are confident that we will do so in this instance. In the event that there is any aspect of our service which you are unhappy with, please take the matter up with the Conveyancer who has conduct of your file of papers in the first instance. In the event that you do not feel that this course of action is appropriate, or has been exhausted, please contact our Legal Director, Mr Phil Edwards, on 01633 223344 or by email at pedwards@conveylaw.com. We confirm that we will action any issues raised expeditiously and in a practical manner, in order to achieve the most effective resolution.

We value all client feedback, as it allows us to develop as a business. To this extent we would request that all of our clients take part in our service evaluation questionnaire, which is e-mailed, following exchange of contracts or provide us with their feedback by accessing the "Service" section of our website at www.conveylaw.com.

The person who will have conduct of your file of papers throughout the course of your transaction has been referred to as a Conveyancer in relation to this documentation. The Conveyancer who has conduct of your file of papers is not a Licensed Conveyancer unless we have specifically told you otherwise in our initial letter to you. Your Conveyancer will have the requisite experience and the appropriate legal academic qualifications, to conduct your transaction effectively.

All Conveyancers and Licensed Conveyancers working in our environment are regulated by the Council for Licensed Conveyancers (CLC) and are supervised by the CLC Approved Legal Directors at Convey Law.

Proof of Identity

It is a legal requirement that you provide us with proof of your identity prior to our being in a position to accept instructions to act on your behalf.

You will need to provide us with suitable photographic evidence together with proof of your address in the following format:-

A photograph of you - with your Passport or Driving Licence so that we can identify who you are. We will need to be able to see and read your Passport/ Driving Licence photo to verify that it is you.

Proof of identity documentation - we will also require sight of **one copy document from List A** and **one copy document from List B**, which must be less than 3 months old.

LIST A - DOCUMENTARY EVIDENCE OF IDENTITY

A Document with photograph and signature:

- Full Valid Signed Passport
- Current UK Photocard Driving Licence
- EEA Member State Identity Card
- Valid HM Forces Identity Card
- Firearm or Shotgun Certificate

LIST B - DOCUMENTARY EVIDENCE OF ADDRESS

This document must contain details of your name and address, and must be less than three months old:

- Recent Utility Bill or Statement (not a mobile phone bill)
- Local Council Tax Bill for the current year
- Bank or Building Society Statement
- Recent Original Mortgage Statement
- Inland Revenue Self Assessment Statement
- House or Motor Insurance Certificate

Alternatively, we can verify your identity in person at our offices. You will need to bring two documents with you as delineated above in order to satisfy our requirements in this respect.

Please note that we will not exchange contracts until we are in receipt of satisfactory proof of identity documentation from you.

In all cases we will undertake an electronic identity check using our electronic database facility. Should it prove necessary for us to verify your identity in this way an additional fee of £20.00 plus VAT will be levied in respect of each name that has to be verified. This cost will be payable by you regardless of whether or not the electronic identity search is successful and your property transaction proceeds to a successful conclusion.

It may amount to a criminal offence for us to accept your instructions without proof of your identity and hence our insistence in this respect. Should you require any additional information, please do not hesitate to contact us.

We are under a general professional and legal obligation to keep your affairs private. We are however 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 the NCA if we consider it appropriate. You agree that this authority overrides any confidentiality or entitlement to legal professional privilege. It will not be possible for us to inform you in the event that it proves necessary to make such a report.

Please note that we will need to ascertain the origin of all funds entering our client account and details as to how these funds have been obtained. We may need to make extensive enquiries in relation to the source of funds. Please note that we cannot accept funds from third parties, including Limited companies, even if our clients are Directors in that company. In the event that you require any additional information in this respect please do not hesitate to contact us.

Fees and disbursements

Convey Law 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.

Please note that should it be necessary for us to undertake additional work in relation to your conveyancing transaction, any estimate which you have been given, or the Basic Conveyancing Fee, may increase by between £50.00 and £300.00 plus VAT. We will not contact you in advance of carrying out such additional work, unless you confirm in writing that you wish us to do so. We will inform you of situations where additional charges will arise, and provide you with an indication of the additional charges to be levied, as soon as possible.

The following additional activity will be charged at the following estimated additional costs. Where variations exist between the cost of additional work, the actual cost of this additional work will be assessed upon the complexity of the work undertaken by ourselves and any agreement which we have with any Introducer of legal work as to the cost of our charges in this respect and will be expressed clearly in your Legal Cost Estimate.

In the event that additional work is undertaken which cannot effectively be described as falling into one of the above mentioned additional fee categories, additional conveyancing charges will be calculated at a rate of £150.00 per hour (the "hourly rate") plus a 10% proportion thereof in respect of each telephone call and letter made or received. Our charges for dealing with additional enquiries will be assessed on the amount of work that needs to be undertaken and will typically be charged at £20.00 plus VAT per enquiry raised and answered.

Please note that in the event that your transaction becomes increasingly protracted or we receive excessive correspondence in relation to your transaction then additional charges may be levied in this respect. Our Conveyancers must be given the time to digest and act upon information in relation to your transaction. We will endeavour to process your property transaction as quickly as possible and keep our legal costs to a minimum at all times.

Should you have any further queries with regard to the legal costs involved in your conveyancing transaction, please do not hesitate to contact us.

The following narrative explains a number of the potential additional charges referred to above.

Leasehold titles

The Basic Conveyancing Fee covers the conventional work associated with the conveyance of a freehold property. If the property subsequently transpires to be leasehold, (i.e. a leasehold house, a flat, apartment, maisonette or housing association property), a standard leasehold supplement of between £100.00 and £200.00 plus VAT will be added to the Basic Conveyancing Fee in order to cover the additional leasehold work undertaken by ourselves in this respect.

Should we have to obtain a copy of your Lease from the Land Registry there will be a disbursement fee payable in this respect of approximately £45.00.

In certain Leasehold cases the Lease on the property dictates that the Landlord is provided with Notice in respect of any change of ownership or any new mortgage that arises in relation to the property. The Lease dictates that compulsory Notice Fees will be payable to the Landlord in respect of its administrative costs in this respect.

Landlord Notice fees are charged at rates of between £2.50 and £100.00. Such fees will be payable from your net mortgage advance or we may require additional funds from you before we are able to complete your transaction. In addition we charge a standard fee of £75.00 plus VAT for each Landlord Notice that we are required to prepare and serve on completion of a leasehold property transaction.

In the event that we have not received confirmation of Notice fees from your Landlord we will not delay completion. We will retain £120.00 on account in this respect; additional legal fees for dealing with such issues following completion may also be payable upon completion. Once we have subsequently settled the fee we will account to you for any net remaining balance. Our legal fees per notice will be payable on completion, irrespective of whether we have yet been able to serve Notice on your Landlord. Please note that Landlord Notice fees are charged in respect of **each** new legal interest in the property. Details of new proprietors and each new mortgage lender will be subject to Landlord Notice fees in this respect.

Please note that in certain Leasehold transactions it will be necessary for us to ascertain and apportion ground rent, service charges and insurance information via the Management Company / Landlord. Potential additional charges of between £50.00 - £100.00 plus VAT may be levied in respect of our professional charges in obtaining the above documentation / information and in undertaking any additional work necessary on your behalf in this regard.

Unregistered titles

The Basic Conveyancing Fee will have been provided on the assumption that the property has been registered at the Land Registry. The vast majority of properties in England and Wales have now been registered at the Land Registry. In the event that it transpires that the property you are purchasing has not been registered at the Land Registry and is currently "unregistered", we will charge an additional fee of between £150.00 and £250.00 plus VAT for deducing title to the property in this respect and effecting compulsory registration at the Land Registry following completion.

New Build Properties

Newly built properties will 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 in relation to new build properties. Additional legal costs will be levied to purchase conveyancing transactions of £150.00 plus VAT in this respect. You should also be aware that when purchasing a new build property it is often the case that a fixed completion date will not be available on exchange of contracts. This is because the property may not be fully constructed at the time of exchange of contracts.

Please note that certain new build properties come with guarantee schemes and documentation associated with them, which provide a construction warranty in respect of the new dwelling. The NHBC Buildmark Warranty is an example. Should it prove necessary for us to secure and formulate the guarantee documentation upon completion of your property transaction, additional fees of up to £75.00 plus VAT may be levied in this respect.

Expedited Property Transactions

Auction Properties

The deadlines and work involved in processing a property which is bought or sold at auction or repossessed properties are usually more difficult and time consuming than normal property transactions. Auction property sale transactions require the production of a legal sellers pack prior to the auction. Auction transactions exchange contracts on the day of the auction with completion required within 21 to 28 days depending upon the contract terms.

Repossessed Properties

Repossessed properties are often sold with extremely tight exchange deadlines and until exchange of contracts takes place the property will continue to be marketed. In order to take into account the additional work which needs to be undertaken in relation to these expedited transactions a fee of £100.00 plus VAT will be levied in relation to such expedited transactions.

Exchange of Contracts and Completion within 5 days of each event

Please note that we reserve the right to charge an additional fee of £100.00 plus VAT in cases where exchange of contracts and completion take place within five working days of each event.

Should you require any additional information in relation to our expedited property transaction fees, please do not hesitate to contact us in this respect.

Additional Enquiries

Until such time as your property transaction is under way it is difficult for us to assess the number of enquiries that we will need to raise or receive in relation to your property transaction. In the event that no additional enquiries are raised then no additional charges will be levied in this respect. In the event that additional enquiries are raised in relation to your property transaction, our fees for dealing with these additional enquiries will amount to £20.00 plus VAT per enquiry, subject to a minimum charge of £50.00 plus VAT. We will endeavour to provide you with written or verbal information in relation to any additional costs levied in this respect as soon as possible following receipt or request of the additional enquiries.

Archive Fees

We are required to retain a copy of your file of papers for a period of up to 6 years following completion of your transaction in relation to sale and remortgage transactions. Purchase transaction files are required to be retained for a period of 15 years. After the appropriate period of time your file will be destroyed and acceptance of these terms and conditions will confirm your permission to destroy your file of papers.

There are two options available to you in relation to our File Archive facilities:

Electronic File Archive Facility

Our preferred method for retaining client files is to scan all relevant documentation and keep an electronic copy of your file of papers for a period of 25 years within our Electronic File Archive facility. In order to cover the cost of scanning and storing your file in our Electronic File Archive facility a charge of between £25.00 plus VAT (remortgage transactions) and £43.00 plus VAT (sale and purchase transactions) will be levied upon conclusion of your property transaction. This fee will be referred to as a "File Archive Fee" in our final invoice. You may obtain one copy of your electronically archived file, in disk format, upon request following completion of your property transaction, free of charge. Please note that it may take up to five months following completion of your transaction for your file to be scanned and sent to our Electronic File Archive facility. We ensure these processes and procedures are in line with the Transaction File Code and Guidance of the Council for Licensed Conveyancers.

Offsite File Archive Facility

In order to cover the cost of storing a paper copy of your file in our Offsite File Archive facility a similar charge of between £25.00 plus VAT (remortgage transactions) and £43.00 plus VAT (sale and purchase transactions) will be levied upon conclusion of your transaction. This fee will also be referred to as a "File Archive Fee" in our final invoice. Unless otherwise specified this fee will be allowed for in your initial Legal Cost Estimate (where no such fee has been allowed for in your original Legal Cost Estimate, no additional fees will be levied in this respect). Your file of papers will then be deposited in our Offsite Archive facility. Access to your Archived file will be available to you upon you providing us with reasonable notice of your request in this respect. Retrieval of your file of papers will carry an additional surcharge of between £60.00 and £100.00 plus VAT in order to cover the cost of courier and file retrieval services from our Offsite File Archive facility and copying charges.

Please indicate your preference in relation to your file archive options when returning your Welcome Pack at the start of your transaction. In the event that you require additional information with regard to our File Archive services, please do not hesitate to contact us.

Credit Card Payments

It will be possible for us to accept Credit / Debit Card payments in relation to disbursements and outstanding monies which are due from you. We cannot accept Credit / Debit Card payments towards deposits or balances to complete where you are buying a property with the aid of mortgage finance as this would count as further borrowing and would need to be reported to your Mortgage Lender.

Please note that Credit / Debit Card payments will take up to three days to clear into our account. Please also note that by providing us with your Credit / Debit Card details you are authorising us to take payment on your behalf in relation to all necessary legal costs and disbursements associated with your property transaction without prior recourse to you in this regard. We will account to you for all payments debited to your Credit / Debit Card with a corresponding fee invoice.

Telegraphic Transfers/Cheque Payments

Please note that it is our policy to telegraphically transfer funds to mortgage lenders in order to redeem the mortgages in their favour, to sellers solicitors for the transmission of purchase monies and to H M Revenue and Customs for the payment of Stamp Duty Land Tax, upon the conclusion of a property transaction.

It is also our policy to telegraphically transfer the return of funds to our clients in respect of all balances within three working days of completion.

Please note that a telegraphic transfer fee/cheque payment fee in accordance with our scale of charges, as outlined in your Legal Cost Estimate, will be charged in respect of **each** telegraphic transfer/cheque payment. Telegraphic transfers/cheque payments will ordinarily be invoiced upon exchange of contracts or requisition/production and payment will be made in accordance with the terms and conditions outlined previously in this document. We will not transfer balance funds to clients until all other payments in relation to the transaction have been processed and the statement of account has been verified as correct by our accounts department.

Estate Agent Fee

In the event that we are required to pay your Estate Agent's fee in relation to the sale of your property, we confirm that an additional charge of £35.00 plus VAT will be levied in this respect. This fee will encompass the work undertaken in obtaining confirmation of the full amount of the Estate Agent's fee and making payment in this respect by cheque or telegraphic transfer upon completion of your property transaction.

Online Case Tracking

All of our clients enjoy the benefit of our on line case tracking facility.

Our on line case tracking facility allows you to view the progress of your property transaction and correspond directly with your Conveyancer, 24 hours a day, seven days a week. Your Conveyancer's case management system is linked directly to our on line case tracking facility, providing automatic updates every hour.

Upon receipt of your instruction, your log in details, including your user name and password, will be provided as a part of our Welcome Pack procedure. In the event that you require additional information or guidance as to the use of the on line case tracking facility, please do not hesitate to contact our New Business Team on 0845 600 2343.

Our agreement with our contracting service providers is that we will pay them a fee of £15.00 including VAT per transaction in respect of our use of the on line case tracking facility. We confirm that we will pass this fee on to you at cost price and levy a charge of £15.00 including VAT per transaction for this service upon the conclusion of your property transaction, unless we receive your instructions to the contrary.

In the event that you do not wish to utilise our case tracking facilities, please provide us with written confirmation in this respect at the same time as you return your Welcome Pack documentation to us. We will then waive the on line case tracking fee.

Certain Introducers have their own case tracking facilities for you to use. We will provide you with your Introducer's web tracking facility details at the start of your transaction. In such circumstances you will not be charged the on line case tracking fee as specified above.

Cyber Crime Verification Product

Cyber Crime is a very real threat to your property transaction. We would recommend that you utilise our Cyber Crime Verification Product, which encompasses verification checks against the validity of the lawyers on the other side of the property transaction and the authenticity of their and your bank details. We have limited the cost of this mandatory additional service to £30.00 plus VAT per transaction to incorporate all of the recommended Cyber Crime due diligence checks. Please confirm your instructions in relation to the Cyber Crime Verification Product when returning your Welcome Pack at the start of your property transaction. Your instructions to implement our Cyber Crime Verification Product incorporate your formal authority to divulge the appropriate information to relevant third parties to undertake the appropriate due diligence checks and your acknowledgement that Convey Law will not accept responsibility or be held liable for inaccurate information supplied by third parties. Please contact us if you require any further information in relation to this fraud prevention service.

No Move - No Fault - No Legal Fee Product

Certain clients enjoy the benefit of our No Move - No Fault - No Legal Fee Product ("The Product"). The Product provides you with a guarantee that no Legal Fee will be levied in the event that your transaction fails to complete through no fault of your own or for reasons of a legal nature and provided that Convey Law are instructed to act on your behalf in relation to your next property transaction. In the event that you change your mind in relation to the property transaction or the transaction fails to complete due to reasons that were reasonably foreseeable on your part or if you decide to no longer proceed with a property transaction, then our legal fees will be payable based upon the work undertaken and the No Move - No Fault - No Legal Fee Product will not apply.

In the event that you do not wish to utilise our No Move - No Fault - No Legal Fee Product, please provide us with your written instructions in this respect at the start of your transaction when returning your Welcome Pack documentation to us.

Please note that the No Move - No Fault - No Legal Fee Product only covers our Legal Fees up to the limit of cover as expressed in this document and DOES NOT cover the cost of Disbursements incurred throughout the course of your

property transaction. Disbursements such as search fees etc will be payable by you regardless as to whether or not your transaction proceeds to a successful conclusion.

You will appreciate that the Legal Fees payable in respect of a property transaction, even if it does not complete, can be considerable. The Legal Fees that are likely to be incurred and the associated Product costs are as follows:-

Likely Legal Fees	Product Costs
Purchase Transactions - £500.00	£50.00 plus VAT
Sale Transactions - £500.00	£50.00 plus VAT
Sale and Purchase Transactions - £1000.00	£100.00 plus VAT
Remortgage Transactions - £250.00	£30.00 plus VAT

The Product is available to all clients. We will add the Product costs to your Statement of Account on completion of your property transaction unless we receive a payment on account from you to cover the Product costs prior to completion. The No Move - No Fault - No Legal Fee Product can only be effective within our environment if it is utilised by all of our clients for their exclusive benefit. By signing and returning the declaration in your Welcome Pack document you are confirming that you wish to utilise the benefit of the Product and you undertake to meet the costs of the Product regardless of whether or not your transaction proceeds to completion.

What we will pay under the terms of the Product:-

Following a Qualifying Event we will pay your Legal Fees up to the limit of indemnity provided that, at the start date:-

1. You are over 18 years of age.
2. The transaction property is not subject to a Contract Race or Sealed Bids.
3. We have received a signed Welcome Pack from you confirming your acceptance of the Product.
4. You have not had a survey carried out on the transaction property.

Qualifying Events covered under the terms of the Convey Law No Move - No Fault - No Legal Fee Product:-

In the event that your transaction fails to complete through no fault of your own or for reasons of a legal nature, no legal fees will be charged by Convey Law, so long as we are instructed to act on your behalf on the next transaction. In the event that you change your mind in relation to the property transaction or the transaction fails to complete due to reasons that were reasonably foreseeable on your part or if you decide to no longer proceed with a property transaction, then our legal fees will be payable based on the work undertaken and the No Move – No Fault – No Fee Product will not apply. For example, on a purchase transaction, the failure to secure mortgage finance would have been reasonably foreseeable and hence the Product will not apply. On a sale transaction, the transaction not completing due to the seller's inability to meet the costs of repaying the mortgages on the property or where a sale transaction fails due to the time delay in securing a grant of probate for a deceased owner, the Product will not apply. Likewise on a sale or purchase transaction the product will not apply if you chose not to continue to market the property for sale or actively purchase another property with Convey Law not acting as your conveyancers on your next available transaction. You will be required to provide us with evidence that the transaction has failed through no fault of your own. Upon receipt of such evidence we will assess the validity of the claim and we will confirm to you whether the reasons for the property transaction becoming abortive meet the criteria of "**The transaction fails to complete through no fault of your own**

When does the cover end – the Term of the Product

The Product will end automatically when one of the following occurs:-

1. You make a claim under the terms of the Product.
2. You, we or the Insured cancel the Product.
3. You complete your property transaction.

What is not covered

The Product does not cover the following:-

1. Legal Fees incurred before the start date.
2. If you withdraw from your property transactions for reasons other than those covered by the Product.
3. If you are aware of any previous survey having been carried out on the transaction property up to 90 days prior to the start date that may give reasonable cause for your transaction to fail.
4. If you are aware, prior to the start date of any circumstances which could lead to a claim being made under the terms of the Product.
5. If you deliberately and knowingly cause a delay or use unreasonable behaviour that results in the transaction failing.
6. Where Legal Fees can be reimbursed by your employer or another third party.
7. Where you are able to obtain a refund from a third party search provider/Insurer.
8. Where in the case of redundancy:-
 - a) You are Self Employed.
 - b) You are a Company Director or Partner of the Company giving notice of the redundancy.
 - c) Redundancy is voluntary.

Conditions which apply to the Product

Failure to adhere to any of these conditions may lead us to cancel the Product, refuse a claim or withdraw from an ongoing claim. We reserve the right to recover costs and expenses from you should the following events occur:-

1. Notification of claim – You must inform us immediately after you first become aware of any cause, event or circumstance which could give rise to a claim under this Product. All claims must be made, in writing, within 30 days of the date that you were aware that a claim may be made.
2. We will not pay for any claim covered by another Policy, or any claim that would have been covered by any other Policy or Insurance or pledge that would cover the costs of any Legal Fees or Disbursements.
3. Fraudulent claims – Should you make any claim under the Product which is fraudulent or false, the Product shall become void and any benefit under the Product will be forfeited including the Product costs.
4. Subrogation – Should you make a claim we may take over your right of action against any third party for your benefit before or after your claim has been paid to recover any costs or payments made under the Product.
5. Recovery of costs and expenses – Should a payment be made to you under the terms of this Product and you subsequently complete your property transaction a full refund will be payable by you to us in this respect and our Legal Fees will become payable immediately.
6. Cancellation
 - a) You may cancel this Product within 14 days of the start date by providing us with written notification of your intention to do so.
 - b) We may cancel the Product at any time by providing you with written notification of our intention to do so and you will receive a refund of any payment that has been paid in this respect.
7. Contracts (Rights of Third Parties) Act 1999 – A person who is not a party to this Contract has no right to enforce the terms and conditions of this Product under the Contracts (Rights of Third Parties) Act 1999.

Meaning of words and terms

Certain words and terms in relation to the Product have been defined as they have the same meaning wherever they appear:

- 1) Start Date - the start date of the Product will be the date upon which we receive your Welcome Pack from you providing us with written confirmation that you wish to utilise the benefit of the No Completion No Legal Fee Product.
- 2) Claim Date – the date upon which you are notified either verbally or in writing of an event occurring which affects your transaction and is covered by the Product.

- 3) Contact Race – Where the Seller of a Property has received two or more offers for the property with the intention of selling to the party that is ready to exchange Contracts first.
- 4) Legal Costs – The amount charged by us in respect of our Legal fees for the Conveyancing Services provided in acting on your behalf in relation to your property transaction.

Qualifying Event

An occurrence as defined previously that leads to your transaction failing to complete.

Limit of Indemnity

The maximum Legal Fees allowed for under the Product in relation to each property transaction is as follows:-

- 1) Up to £500.00 plus VAT in total for Legal Fees in respect of sale and purchase transactions.
- 2) Up to £250.00 plus VAT in total for Legal Fees in respect of remortgage transactions.

Making a Claim

All claims will need to be made in writing to the Product Assessor at Convey Law, 34-38 Stow Hill, Newport, NP20 1JE.

All claims must be received within the term of the Product as previously defined in this document.

No Move - No Fault - No Legal Fee Product

Should you decline to take up the No Move - No Fault - No Legal Fee Product then we will not act on a no move - no fee – no fault basis on your behalf. Legal Fees and Disbursements will be payable by you whether or not your transaction proceeds to a successful conclusion.

Should you require any additional information in relation to our No Move - No Fault - No Legal Fee Product, please do not hesitate to contact us.

No Move - No Fault - No Legal Fee Instructions

In the event that you have been referred to us by an Introducer on a No Completion No Legal Fee basis, the following paragraph is of relevance to you.

In the event that your property transaction does not proceed to completion, through no fault of your own, you will not be charged for legal services provided by Convey Law, except in respect of disbursements duly and properly incurred. Disbursements are to be billed at cost, at no profit to Convey Law.

Please note that should your transaction abort, all disbursements will become payable immediately. Should it become necessary for us to chase you for the outstanding balance, we shall cease to act on a No Completion No Legal Fee basis and all legal fees incurred up to the date your transaction aborted will become immediately payable by you, the client, at our standard charging rates.

Please note that should you decide to withdraw from your property transaction for reasons other than that of a legal nature, Convey Law reserve the right to make a proportional charge in respect of the legal work undertaken in this respect. The definition of 'reasons of a legal nature' will be at the absolute discretion of Convey Law.

In the event that you have not been recommended to us by an Introducer on a No Completion No Legal Fee basis, a proportional charge will be made in respect of our legal fees in the event that you fail to complete your property transaction. The proportional charges will be levied in accordance with the work undertaken by ourselves and will be charged at the "hourly rate" or a proportion thereof in respect of each letter or telephone call made or received.

No Completion – No HMLR Disbursement Costs

In relation to every property transaction it is necessary for us to obtain certain documentation from the Land Registry (HMLR). We obtain HMLR documentation via an affiliated company, Convey365 Ltd. Our agreement with Convey365 Ltd provides that in the event that a transaction fails to complete, in accordance with our above mentioned No Completion No Legal Fee criteria, then no Land Registry disbursement charge will be levied by Convey365 Ltd in relation to any Land Registry disbursement costs that have been incurred in relation to your property transaction.

The documentation obtained from the Land Registry is of paramount importance in relation to your property transaction. Copies of your Title Deeds, Bankruptcy searches and registration priority searches are all obtained from the Land Registry in order to ensure that we are able to protect your interests in relation to your property transaction.

The cost of obtaining the above documentation via Convey365 Ltd is more expensive than the fees which are charged by the Land Registry direct. Full details in respect of the charges levied by the Land Registry and Convey365 Ltd will be provided upon request.

Please note that the use of the Convey365 Ltd HMLR agreement is integral to our way of working. We will proceed to utilise the services of Convey365 Ltd in this respect unless otherwise instructed in writing by you to the contrary. Please note that in the event that your transaction fails to complete our agreement with Convey365 Ltd guarantees that no Land Registry disbursements will be payable by you in this respect.

YOUR SALE TRANSACTION

Correspondence

Correspondence with the other party's lawyers will be headed "Subject to Contract". This is intended to prevent you being under a legal duty to sell, until we are happy with all aspects of your property transaction and you are ready and able to proceed.

Deeds

It will be necessary for us to obtain your title deeds as soon as possible. If there is a mortgage on your property, your title deeds will be held by your existing mortgage lender. Please provide us with the name of your existing lender(s) and your mortgage account number(s). If you do not have a mortgage on your property, please provide us with details as to the whereabouts of your title deeds. It is imperative that we obtain your title deeds as soon as possible.

It will be necessary for us to obtain copies of the up to date title deeds to your property from the Land Registry. We will need to obtain a copy of the official register and copy plans that are kept by the Land Registry. The purchaser's lawyers will also insist that we obtain copy documentation that is held by the Land Registry and referred to in the title to the premises. Copies of old conveyances and Leases will be required. The estimated cost of these documents provided in your Legal Cost Estimate may therefore increase, once we have the opportunity to review the appropriate documentation at the Land Registry. We will provide you with full information in relation to the cost of this documentation as soon as possible after ordering all relevant documentation.

Pre-Contract Enquiries

Enclosed with this documentation are a number of enquiries, which will require your attention. Please attempt to answer the enquiries to the best of your ability. It is imperative that you provide your purchasers with accurate answers to the enquiries, failing which you may be subjected to legal proceedings following completion of the sale of your property.

Full disclosure of all information in relation to the property must be provided to the Purchaser. Please note that no responsibility is accepted by us in relation to any misstatement or lack of information provided by you in relation to your property transaction.

If there are any variations to your replies during the course of the transaction, please advise us immediately.

Fixtures, fittings and contents list

Please complete the enclosed fixtures fittings and contents list. The list will form an integral part of the Contract for Sale of your property and you may be in breach of contract if you fail to leave items at the property, which you stipulated would be left at the property, in the fixtures fittings and contents list.

If there are any variations to your replies during the course of the transaction, please advise us immediately.

Relevant Documentation

Please provide us with the originals of all documentation that you regard to be relevant to the sale of your property. Relevant documentation would include Central Heating/Boiler Guarantees; Double Glazing Guarantees; Planning and Building Regulation Consents in respect of any alterations that have been made to the property etc. It is imperative that you provide us with any and all documentation that you regard as being relevant to the sale of your property as soon as possible. You must inform us of any alterations that have been made to your property. Any delay in providing us with this documentation/information may delay your property transaction. In the event that you have any further queries as to what documentation we require, please do not hesitate to contact us in this respect.

Water Utility Bill

Please provide us with a copy of your latest Water Utility Bill. This document is required in order to prove to your purchaser that the property has the benefit of mains drainage facilities. In the event that the property does not have mains drainage, please contact us in this respect, as you will need to answer additional enquiries with regard to the septic tank or cesspit at the property.

Leasehold Properties

In the event that the property which you are selling is leasehold, it may have the benefit of a Management Company or Landlord who is responsible for the maintenance of the communal parts of your property (if any). We will require the following documentation/information from you:

1. Copies of the last three years maintenance accounts.

2. A copy of the existing buildings insurance policy which is in effect at the premises.
3. Details of payments of ground rent and maintenance charges.
4. The name and address of your Managing Agents and Ground Landlords.

We will endeavour to provide you with copies of the above documentation whenever possible. Please note that we will not be scrutinising the above documentation in detail and no warranty is provided by Convey Law in relation to any miss-statement or information contained in the above documentation which may cause you loss or inconvenience you in the future. In particular no warranty will be accepted by Convey Law in relation to the payment or apportionment of ground rent or maintenance/insurance charges either before or after completion of your property transaction.

Please note that additional charges of between £75.00 - £100.00 plus VAT may be levied in respect of our professional charges in dealing with apportionments in relation to leasehold transactions.

In certain circumstances it may be possible for us to request a Leasehold Sellers Pack from the Managing Agents which will contain the above information. Additional fees will be payable in this respect which will be payable by you when we request the Leasehold Sellers Pack. Our additional fees in requesting and obtaining this documentation will amount to approximately £75.00 plus VAT per transaction. These fees may increase in the event that it proves necessary for us to chase this documentation on your behalf.

We will endeavour to provide you with details of the disbursement fees payable for the provision of the Leasehold Sellers Pack as soon as possible. It will be necessary for you to provide us with a corresponding payment on account in this respect.

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

Your Existing Mortgage

You have a legal responsibility to make all monthly payments on your existing mortgage until we have notified you of completion. Do not cancel your arrangements for payment, such as Direct Debits, until after we have confirmed completion of your property transaction. Mortgage lenders provide redemption statements to us on the basis that you will make all required payments prior to completion. Should you fail to make any required payments prior to completion, we will not be aware of that fact and there may then be a shortfall on your mortgage account. The debt will remain your legal responsibility. It will continue to incur interest, and your lender is likely to refer your details to credit reference agencies until the debt is cleared. Should we have to become involved in dealing with such matters after completion, you will be liable for our additional time, to be costed at £150.00 plus VAT per hour and any other losses arising.

Upon completion of your transaction we shall endeavour to redeem your mortgage on the specified completion day. You will appreciate that there may be occasions when it is not possible to send funds to your mortgage lender upon the day of completion.

In order to ensure that there are always sufficient funds to redeem your mortgage, we will calculate and pay an additional day's interest to your current mortgage lender. This will ensure that there is no shortfall on your account in the event that there is an unforeseen delay. In the event that there is an overpayment, your Mortgage Lender will refund any overpayment directly to you. In the event that it is sent to us we will forward the return payment onto you.

Local Authority Grants

In the event that the property which you are selling has had the benefit of a Local Authority Grant, you will need to provide us with details of the work which has been undertaken at the property, and the date upon which the work was completed. It may be necessary for you to repay a part of your Local Authority Grant in the event that the works were completed within the course of the last few years.

Occupiers

You must advise us if there are any non-owner adult occupiers in your property and give us full details of their relationship to you. By adult occupiers, we mean anyone who is over 17 years of age and in actual occupation of the property. It is likely that any adult occupiers will be required to consent to the sale of the property by signing the Contract for Sale.

It is imperative that you inform us if you are in a matrimonial dispute with your partner, so that we may take the appropriate steps when selling your property.

Vacant Possession

Please note that it is an integral part of the Contract for Sale of your property that you provide your purchasers with vacant possession of the property following completion of this transaction. This means that you should not leave any items at the property (this includes the lofts, sheds and garages) following completion of this transaction, which you have not agreed to be left at the property with your purchaser. Please note that in the event that you do leave such items at the property following completion, then you may be in breach of contract, and may be liable to pay compensation to your purchaser for the removal of such items.

Deposit on Exchange of Contracts

The purpose of exchanging Contracts is to commit all parties to the property transaction. The Contract also serves to provide a "completion date" for the sale of your property. The "completion date" is the date upon which the purchase monies will be paid to complete the property transaction and the date upon which you will move home (if applicable).

Upon exchanging Contracts, a deposit is payable by the purchaser. The Contract will specify that 10% of the purchase price is payable on exchange of Contracts. You will appreciate that certain purchasers do not have a full 10% deposit available upon exchange of Contracts. The lack of a full 10% deposit may be due to the fact that your purchaser may be obtaining a 95% or 100% mortgage in order to purchase your property. Alternatively, your purchaser may have equity in the property which they are selling which is not available at the date of exchange of Contracts. By instructing us on the sale of your property you are confirming that we may accept less than a 10% deposit from your purchaser. Our Contract For Sale will stipulate that a full 10% deposit will become payable by your purchaser in the event that they fail to complete the transaction. No guarantee or warranty is given by ourselves 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.

Please note that by exchanging Contracts, you will be contractually bound to sell your property on the completion date. In the event that you breach the Contract for Sale you are likely to incur serious financial penalties and further additional legal costs.

Access

Please note that the normal rule is that a purchaser cannot gain access to the property they are buying either to carry out work, or to go into occupation, until completion. Completion does not take place until we have gone through all of the legal formalities and received the sale money from the purchaser's lawyers. It is most important that you should **never** hand over a key to your purchaser without first speaking to us.

Legal Sellers Packs

In the vast majority of sale transactions, we will endeavour to place you in a position to sell your property as soon as a purchaser is found. To this extent, we will collate a "Legal Sellers Pack" on your behalf which will contain your answers to our pre-contract enquiries, a fixtures, fittings and contents list, any copy guarantees or planning and building regulation documentation that you provide us with and any other relevant documentation in relation to the sale of your property. We will also input the appropriate Welcome Pack information into our case management system and request your title deeds and redemption figures from your mortgage lender (if applicable).

In relation to Leasehold sale transactions, we will also endeavour to obtain a Landlords Sellers Pack from the Landlords or Managing Agents on your behalf. The costs associated with the Landlords Sellers Pack will need to be met by you, prior to our requesting this documentation. Additional fees will be levied by ourselves in relation to the request of a Leasehold Sellers Pack from your Managing Agents. Our fees in this respect will vary from between £75.00 - £100.00 plus VAT depending upon the complexity of the work undertaken by ourselves in this respect.

The costs associated with producing a Legal Sellers Pack on your behalf in relation to freehold transactions will be free of charge in so far as the time that we spend collating this documentation will be taken into account in relation to the work that would normally be undertaken by ourselves once your transaction completes. In the event that you fail to complete your property transaction and you withdraw your property from the market, we reserve the right to charge administrative charges of between £100.00 - £200.00 plus VAT in respect of the work undertaken by ourselves in preparing a Legal Sellers Pack on your behalf in this regard.

Please note that our requirement to levy administrative charges may be curtailed in accordance with our no completion no legal fee products which have been explained previously within this transaction guide. Should you require any additional information in this respect, please do not hesitate to contact us.

Energy Performance Certificates (EPC's)

It is a legal requirement that an Energy Performance Certificate is commissioned prior to marketing your property for sale. The EPC only needs to be commissioned prior to marketing and needs to be received by the purchaser prior to exchange of contracts.

We can assist in commissioning an EPC on your behalf. Please note that all EPC costs will need to be met by you upon request.

Completion

Once Contracts are exchanged we will confirm the date fixed for completion of your property transaction. The "completion date" is the date that you will sell your property and vacate the premises.

Please remember to check with us on the telephone the day before the completion date in order to ensure that everything is in order.

Once you have been advised of the completion date, please arrange to have final readings taken by your Electricity, Gas and Telephone suppliers and advise them of your change of address to enable final accounts to be sent directly to you.

You will also need to notify the Water Authority and your Local Council of the completion date so that they may provide you with a refund or an apportioned demand in respect of their charges.

You may also wish to re-direct your mail. The relevant forms may be collected from any General Post Office or you may telephone the Redirection Service on 08457 740740.

We will pay your Estate Agents account from the balance of proceeds of sale of your property, unless you specifically provide us with your written instructions not to.

Please remember to cancel your direct debit mandate with your existing mortgage lender upon completion, in order to avoid paying further mortgage instalments.

It will be necessary for you to vacate your property by the contractual time for completion. The normal contractual time for completion is 2.00 pm although this may be varied within the Contract for Sale. Your Conveyancer will be able to provide you with further information in this respect prior to the date of completion.

It is imperative that you vacate your property by the contractual time for completion, failing which you may be liable to pay compensation to the purchaser in respect of the inconvenience caused for late completion. This compensation may include interest, damages and legal costs. Please therefore ensure that you are ready to vacate the premises by the contractual time for completion on the day of completion.

Buildings and Contents Insurance

Please note that the Contract for the sale of your property will stipulate that buildings and contents insurance will become the responsibility of the purchaser immediately following exchange of contracts. Due to the fact that we will not have had sight of any relevant policy, which may be put in place by your purchaser following exchange of contracts, we would respectfully suggest that you retain your existing buildings and contents insurance on the property until you vacate the property on the date of completion.

The terms of the Contract in relation to buildings insurance may be varied in order to stipulate that the responsibility for insuring the property will remain with the seller up until, and including, the date of completion. Please ensure that you check the position in relation to buildings insurance with your Conveyancer immediately prior to exchange of contracts. **It is your responsibility to ensure that the appropriate insurance arrangements are in place on and following exchange of contracts.**

YOUR PURCHASE TRANSACTION

Disputes

Unfortunately, there has been a tendency for the law in recent years to create new rights of property, which can, in many cases, bind an unsuspecting purchaser. You should, therefore, immediately advise us if you discover or suspect that there is anything unusual about the seller's circumstances. For instance, a dispute between them or whether there are any other adults who appear to be living in the Property. This will enable us to make full enquiries on your behalf. It is very important that you let us know about anything that arouses your suspicion in this respect.

Misrepresentation

Please note that our Conveyancers will not be making a physical inspection of the property that you are purchasing. We will therefore be relying upon information provided by public bodies such as the Land Registry and the appropriate Local Authority as well as information provided by the existing owner of the property. The existing owner is duty bound to provide you with information that is accurate. You will appreciate that no warranty can be provided by us in relation to the accuracy of the information provided by the existing owner as this is outside of the remit of our control and instruction. It is vitally important therefore that you check that the information provided by the existing owner is accurate prior to making a commitment to purchase the property.

Occupiers

In the event that you are purchasing your new property with the benefit of a mortgage it will be necessary for you to provide us with full details of all individuals who will be taking up occupation of the property, who will not be party to the mortgage, and will not own the property. We are thinking here of any individuals who are over 17 years of age and will take up occupation of the property following completion. All such individuals will be required to complete an Occupiers Consent Form in favour of your new mortgage lender prior to completion of the property transaction. Should your mortgage offer require us to obtain a completed Occupiers Consent Form, this additional work will incur additional charges of £75.00 plus VAT, per consent.

Alterations

You should remember to tell us if you think that there have been **any** alterations to the property, which you are buying, as it will be necessary for us to make sure that all the correct planning and building regulation consents have been obtained and, if they have not, to advise you as to how this can be remedied. We are thinking here of extensions, the removal of internal walls; the conversion of rooms for purposes for which they were not originally intended; the erection of conservatories and the installation of new windows and doors.

Boundaries

We will enquire of the sellers, via their legal representatives, whether there have been any alterations or disputes regarding the boundaries at the property. In addition, we will forward to you a copy of any plan, which exists with the deeds, and ask you to

compare the boundary with the plan. Should you suspect that the boundary does not coincide with the plan, please let us know immediately. It is important to resolve any discrepancy before we exchange contracts and commit you to purchasing the property.

Neighbouring Land

We shall, of course, be carrying out the usual Local Authority Search against the property which you are purchasing. We must advise you and emphasise that this search only relates to the property itself. It does not cover any adjacent/neighbouring land. If the property, which you are buying is adjacent to (for example) open fields, and you are anxious to establish whether or not any development is likely to take place on the land, then you should make your own enquiries directly of the Local Authority or contact us further in this respect.

Trees

Please inform us if there are any large trees within the curtilage of the property, which are likely to be the subject of a Tree Preservation Order. A Preservation Order may prevent the felling or the pruning of certain trees, without the formal consent of the Local Authority.

Local Authority Grants

We would request that you inform us immediately if you are aware that the property which you are purchasing has been renovated with the aid of a Housing Improvement Grant via the Local Authority. In the event that the property has had the benefit of an Improvement Grant a proportionate cost of the Improvement Grant may have to be repaid by your sellers, prior to your purchase of the property.

Guarantees

The property which you are purchasing may be sold with the benefit of certain guarantees. Matters, such as damp proof works, timber infestation and double glazing, may have the benefit of guarantees.

Please note that we will not check the validity or transferability of any such guarantees. No warranty is given with regard to the validity of the guarantees and it is "your responsibility" to ensure that the guarantees, which are supposedly in effect on the property, are valid and that all relevant documentation in this regard is to hand.

Special conditions in your mortgage offer or valuation report may stipulate that we must obtain certain information/documentation, such as NHBC, planning, or building regulation documentation, or check if they exist. Any such additional work will incur a charge of £75.00 plus VAT per document requested.

Survey Reports

In the event that you are obtaining a mortgage to purchase the property, your mortgage lender will insist that a valuation is undertaken on the property. In the majority of cases, the mortgage valuation reports are prepared for the benefit of your mortgage lender, and not you. It is highly likely that you will not be able to take any benefit from your mortgage valuation report. In the event therefore that defects in the property become apparent, following completion, which should have been revealed in your mortgage valuation report, you will not have any right of action against your mortgage company's surveyor.

We would recommend that you undertake your own Survey of the property which you are purchasing. Should you wish to obtain a Full Home Buyer's Survey Report from a recognised Independent Chartered Surveyor, please do not hesitate to contact us. A Home Buyer's Survey Report will cost in the region of £350.00 plus VAT.

Searches

We confirm that it will be necessary for us to undertake a number of searches on the property which you are purchasing during the course of your transaction. All disbursement costs incurred by ourselves in this regard will need to be met by you prior to us commissioning the searches on your behalf. All such disbursements will be payable by you, whether or not the transaction proceeds to a satisfactory conclusion. Please provide us with your payment on account of the search disbursements as soon as possible so that we may order your searches. Any delay in providing us with a payment on account in this respect may ultimately delay your property transaction.

In the event that you are obtaining a mortgage on the property, in order to facilitate its purchase, your mortgage lender will insist that we undertake a number of searches on the property. Ordinarily, we will undertake a Personal Local Authority Search on the premises, which will either be conducted by ourselves or Search Agents which we commission on your behalf.

We undertake Personal Local Authority Searches via our Search Agents in order to ensure that your transaction is processed as quickly as possible. Some Local Authorities take considerably longer than Search Agents to produce Local Authority Searches which may sometimes delay property transactions. Certain questions and issues relating to the Local Authority Searches may not be answered as thoroughly by our Search Agents as if we were dealing with the Local Authority direct. Please also note that the answers provided in a Personal Local Authority Search will not be guaranteed by the Local Authority in the event that we utilise the services of a personal search agent although the answers provided by the personal search agent will be underwritten by their

professional indemnity insurance. Certain Mortgage Lenders insist that we only utilise the services of the Local Authorities in obtaining Local Authority Searches in order to ensure that they have as much information as possible to hand in this respect. In the event that you wish us to utilise the services of the Local Authority direct please contact us immediately in this regard as it will be necessary for us to implement your Local Authority Search immediately to avoid any time delay in its production.

Search Report

We will provide you with copies of the relevant conveyancing searches associated with your transaction, in a written report on your search results. We confirm that we will raise any additional enquiries which we deem necessary in order to safeguard your position, and that of your Mortgage Lender, in relation to your property transaction. A fee of £30.00 plus VAT will be charged in providing you with copies of your conveyancing searches. In the event that you do not require a copy of the searches sent to you with our report, or you would prefer us to email them to you, please provide us with your instructions in this respect.

During the course of your property transaction, we will be undertaking a number of searches against your new property including the following searches:

(a) Local Authority Search.

The Local Authority Search is a very important search which will reveal information recorded by the Local Authority in relation to the transaction property. This search should reveal, amongst other things, information in relation to planning consents or enforcement notices, highway adoption and future potential road works. The Local Authority Search is a vitally important search which your Mortgage Lender will insist that we obtain prior to completion of your property transaction. In the event that you are not obtaining a mortgage we would recommend that you do not proceed with your property purchase until such time as we have obtained a satisfactory Local Authority Search on your behalf.

(b) Environmental Search

The Environmental Search identifies known environmental risks such as past and present contaminated land use, landfills, the probability of radon gas build up, flooding and subsidence, which may affect the value of the property. We are not qualified to interpret the results of your Environmental Search and should you have any concerns or queries, we would suggest a referral of the results to a qualified Environmental Surveyor. Further information will be provided on request.

(c) Drainage Search

A Drainage Search will ordinarily reveal whether or not the property has the benefit of mains drainage and which Water Authority takes responsibility in this regard.

(d) Coal Authority Search

We will undertake a Coal Authority Search on the property in the event that it falls within a pre-destined Coal Authority Search area. The Coal Authority Search will reveal whether or not the property has, or is likely to be influenced by, past or future coal mining activities.

(e) Additional Searches

Unless specifically requested by you to the contrary, in writing, we will undertake Local Authority, Environmental and Drainage Searches in relation to your new property.

In the majority of cases we will utilise the services of our search providers to undertake a search against your new property address and provide us with confirmation as to what additional searches would normally be required in relation to the proximity of your new property. This additional "Search Seeker" facility will reveal which additional searches you should undertake in relation to your property transaction, for instance Coal Authority or Brine searches. The cost of this "Search Seeker" facility will amount to £20.00 inclusive of VAT per transaction. The recommended searches will be provided at rates specified by the search provider. Unless otherwise instructed by you we will undertake the necessary "Search Seeker" facility and obtain the recommended searches on your behalf. We will advise you immediately of any additional payments that may be required in this respect.

Should you have any additional enquiries with regard to the searches which it will be necessary for us to undertake prior to completion of this transaction, please do not hesitate to contact us. Please provide us with your payment on account of the aforementioned searches as detailed in our initial letter of instruction to you as soon as possible.

In the event that there are additional searches that you require, or which you feel would be appropriate for us to undertake in relation to your property transaction, please contact us immediately in this respect.

Please note that the cost of the above mentioned searches will amount to somewhere in the region of between £200.00 and £400.00 inclusive of VAT. We will notify you immediately in the event that the cost exceeds the payment on account that you have provided us with and request that you provide us with an additional payment in this respect.

Unless we receive confirmation from you to the contrary, we shall proceed to commission all of the above searches on your behalf without providing you with a detailed breakdown in this regard.

We will endeavour to provide you with copies of all relevant searches following their satisfactory receipt. We confirm that we will raise any additional enquiries which we deem necessary in order to safeguard your position, and that of your Mortgage Lender, in relation to your property transaction.

Please note that no warranty is given by Convey Law in respect of the results of your Searches. In the event that additional information is required in respect of any adverse search results, specialist information should be obtained from a suitably qualified individual in this respect. In particular here we are referring to environmental and structural issues upon which we are not qualified to provide you with any advice whatsoever.

Please note that we will undertake all relevant Searches on your property as soon as possible in order to ensure that you are in a position to proceed to completion of your property transaction as soon as we receive your offer of mortgage. In the event that you want us to delay requesting searches on your behalf, please notify us immediately in writing in this respect.

Please note that for cash purchasers not requiring searches, a search disclaimer fee of £75.00 plus VAT will be charged in relation to your transaction. We would not recommend that you complete your property transaction without the appropriate searches and a Local Authority Search should be commissioned and scrutinised as a minimum in order to ensure that you are aware of any issues that may be revealed in such a search. Once you have contracted to purchase the property, you will not have a recourse of action in the event that you discover issues following completion that would have been disclosed in these searches. Please do not hesitate to contact us should you require additional information in relation to searches or search costs.

(f) Chancel Repair Insurance Policy

We have negotiated a Chancel Repair Block Indemnity Insurance Policy via a company called ISIS, who are Conveyancing Insurance Specialists. The Policy is a Legal Indemnity Policy relating to the purchase property and the legal interest that you are about to acquire in it. Chancel Repair liability is an ancient interest benefiting many churches in England and Wales, potentially allowing the church to require owners of former rectoral land to meet the cost of repairing the church chancel. This Policy has been designed for a situation where the transaction property is, or may be, within the historical boundary of a parish with a potential Chancel Repair liability and you become liable for payment or any claim made against you for Chancel Repair liability.

The total cost of our Chancel Repair block Insurance Policy including our charges will amount to £20.00 inclusive of VAT. Whilst we are satisfied that this is a comprehensive Policy, you are free to take your own advice as to whether or not a more suitable or cost effective Policy is available in the market place in this respect. By instructing us to act on your behalf, you are providing us with authority to implement our block Chancel Repair Search Indemnity Insurance Policy on your behalf. In the event that you do not wish to take the benefit of this block Insurance Policy, please provide us with your written instructions in this respect.

The following information provides a summary of the cover provided under the ISIS Chancel Repair Liability Indemnity Insurance Policy. It does not contain the full terms and conditions of the Policy. A full copy of the Policy will be available upon completion of your property transaction. In the event that you require sight of this document prior to completion, please do not hesitate to contact us in this respect.

A summary of the Policy details are as follows:-

The Policy is underwritten on behalf of Liberty Legal Indemnities, part of Liberty Mutual Insurance Europe Ltd.

The purpose of this type of Policy is to protect you so that you are reimbursed with the financial loss you may incur as a result of the claim and to ensure that you are placed back in the same position as you enjoyed prior to the claim (subject to the terms and conditions of the Policy).

The Policy extends to cover you, future owners and mortgagees within the term outlined in the Policy.

Please note the following conditions and exclusions in relation to the Policy:-

- 1) Cover does not apply where it is known that, at the time of arranging this Policy, Chancel Repair liability was already registered against your property at HM Land Registry, there was evidence of actual liability recorded in your Title Deeds and/or a demand for payment in respect of liability had previously been made.
- 2) The existence of this Indemnity Policy should not be disclosed to any Third Party other than prospective purchasers, mortgagees or Lessees of the property, without the prior written consent of the Underwriters.
- 3) Any act or omission by you, which in whole or in part induces a claim under this Policy, will prejudice your position and could void the Policy.
- 4) Neither you, nor your professional Advisors, should take any steps to compromise or settle any claim without the prior written consent of the Underwriters.
- 5) The Policy remains in force for a period of 25 years from the date of commencement or, for any mortgagee, for the full term of the mortgage.
- 6) In the event that you wish to notify a claim under the Policy, please do so in writing by contacting the Claims Manager, ISIS Conveyancing Insurance Specialists, The Royal, 25 Bank Plain, Norwich, Norfolk, NR2 4SF.

(g) Commons Registration Searches

Please note that we will **not** be undertaking Commons Registration Searches, which will reveal the existence of Common Land, unless specifically instructed in writing to do so by you. It is vitally important that you draw our attention to the fact your property may be surrounded by or close to areas of Common Land. Commons Registration Searches are vital in such circumstances in order to ensure that you are able to access your property without hindrance. In the event that you require any additional information in this respect, please do not hesitate to contact us.

Second Search Pledge

Depending upon the nature and basis of your instruction, you may qualify for the benefit of our Second Search Pledge, which we have negotiated with our personal search provider.

Under the terms of our Second Search Pledge, in the event that your property transaction becomes abortive, you may be entitled to receive a free set of conveyancing searches on your second property transaction, provided that the circumstances of your instruction meet the following criteria: -

1. You must instruct Convey Law to act on your behalf in relation to the second property transaction.
2. The second set of searches will need to be of the same value or less than the first set of searches, i.e. if your first set of searches was ordered for the cost of £350.00 including VAT, then the cost of the second set of searches must equal £350.00 including VAT or less.
3. The order for the second set of searches must be requested within 6 months of the original order.
4. Each client(s) is only entitled to claim the benefit of the Second Search Pledge on one occasion.

Please do not hesitate to contact us if you have any questions or queries in relation to the Second Search Pledge.

Leasehold Properties

In the event that the property which you are purchasing is leasehold, it may have the benefit of a Management Company or Landlord who is responsible for the maintenance of the communal parts of your property (if any). We will attempt to obtain the following documentation from the seller's lawyers:

1. Copies of the last three years maintenance accounts;
2. A copy of the existing buildings insurance policy which is in effect at the premises;
3. Details of payments of ground rent and maintenance charges;
4. The name and address of the Managing Agents and Ground Landlords.

In certain circumstances it may be possible for your seller to provide us with a pack from the Managing Agent which will contain the above information.

We will endeavour to provide you with copies of the above documentation whenever possible. Please note that we will not be scrutinising the above documentation in detail and no warranty is provided by Convey Law in relation to any miss-statement or information contained in the above documentation which may cause you loss or inconvenience you in the future. In particular no warranty will be accepted by Convey Law in relation to the payment or apportionment of ground rent or maintenance/insurance charges either before or after completion of your property transaction.

Please note that additional charges of between £75.00 - £100.00 plus VAT may be levied in respect of our professional charges in obtaining the above documentation on your behalf and dealing with apportionments in relation to leasehold transactions.

Deposit on Exchange of Contracts

The purpose of exchanging contracts in relation to the purchase of your new property is to show that you are purchasing in good faith and in order to fix a completion date. Upon exchange of contracts, a deposit is payable by the purchaser. The contract will specify that 10% of the purchase price is payable on exchange of contracts. This applies even if you are receiving a 100% mortgage, as the seller is not concerned about how you are going to pay for the property. You should therefore make arrangements for this deposit to be available at short notice. Please note that it may be possible for us to reduce the actual deposit which is being paid on exchange of contracts although a full 10% deposit will become payable should you fail to complete the transaction on the completion date, once contracts have been exchanged. We will contact you when we require your deposit monies.

Please note that by exchanging contracts, you will be contractually bound to purchase the property. It is therefore imperative that you are completely satisfied with the property which you are purchasing, prior to the exchange of contracts. It will not be possible for you to reduce the purchase price following an exchange of contracts.

Your New Mortgage

If you are obtaining a mortgage in order to purchase your new property, then we would request that you contact your mortgage lender and inform them that we are instructed to act on your behalf. They will then forward a copy of your offer of mortgage onto us at the same time as you receive your offer of mortgage. The mortgage lender will request that we undertake a number of searches on the property and hence we have requested that you provide us with a payment on account in this respect.

It is vitally important that you read through the terms of your offer of mortgage. Should you feel that there are any matters, which require clarification, please do not hesitate to contact your mortgage lender. You will be bound by the terms of your offer of mortgage and hence it is imperative that you are fully conversant with regards to its terms.

In the event that you are obtaining an interest-only mortgage 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 repayment mortgage, it will be necessary for you to ensure that sufficient death cover is in place in order to repay your mortgage in the event of your death.

It is "your responsibility" to ensure that your life policies are placed on risk as of the date of Exchange of Contracts.

Please note that by signing the mortgage deed you are stipulating that you have understood the terms and conditions of your offer of mortgage in its entirety. In the event that you fail to make repayments under your mortgage, your mortgage lender may take steps to repossess the property.

The following information is a summary of the basic obligations and conditions that will apply to your offer of mortgage. Please ensure that you:-

- Make the monthly payments notified by your mortgage lender promptly.
- Do not alter or extend your house or flat without the mortgage lender's consent.
- Comply with any restrictions mentioned in the Title documents.
- Comply with any requirement proposed by your Local Authority regarding planning laws and similar matters.
- Pay and maintain the buildings insurance policy on your property.
- Make any necessary repairs to your property and keep it in good condition.
- Pay any insurance premiums for a life policy, pension or similar vehicle taken out to act as security in connection with your mortgage and, if you hold the policy document, keep it safely.
- Repay your mortgage in full at the time of selling your property.
- Do not let the property without the mortgage lender's consent.
- Do not allow any other party to occupy the property without the mortgage lender's consent.

Please note that the mortgage lender may:-

- Insure your property or, if you have arranged your own insurance, request insurance details.
- Enforce your mortgage against you and, if your mortgage is held jointly with another person or somebody else has given a guarantee on your behalf, against that other person.
- Ask the Court to order you to leave the property if you do not keep up your monthly payments so that they can sell it.
- Should the mortgage lender have to sell your home, it has a duty to sell it for the best price it can reasonably obtain. This may not necessarily be the price that you would expect to obtain from a private sale.
- Recover any shortfall from you if the mortgage lender has to sell the property at a loss.

Please also note:-

- You may be able to ask your mortgage lender for a further loan if you need to borrow more money under your mortgage (eg. to improve the property).

- Subject to the special conditions of your offer of mortgage you may repay your mortgage at any time without giving the mortgage lender notice. Most mortgage lenders do not make a charge for not receiving notice of your intention to repay but the special conditions in the offer usually make this clear.
- Take care to ensure that you are aware of any early redemption penalties.
- In the event that you have paid a mortgage guarantee premium, then if you default, the insurance company may seek to recover from you any loss incurred by them in refunding your mortgage lender.

This summary lists only the key provisions of the mortgage conditions governing your mortgage. It does not limit or reflect the mortgage conditions which you should read carefully. They are set out in the formal offer you will receive from the mortgage lender. It is your responsibility to ensure that you can comply with all the conditions affecting your proposed mortgage.

Please note that no warranty or advice will be given by Convey Law with regard to the suitability of the terms and conditions of your mortgage.

Buildings and Contents Insurance

Please note that it is "your responsibility" to ensure that buildings and contents insurance is placed on risk. The date upon which a buildings insurance policy needs to be placed on risk varies depending upon the contractual terms of each transaction.

It is "your responsibility" to contact us prior to exchange of contracts to confirm the date upon which your buildings insurance policy needs to be placed on risk. In the majority of circumstances your buildings insurance will need to be placed on risk as of the date of exchange of contracts. In certain circumstances it may be necessary for you to insure the property on the date of completion. Please note that no warranty or responsibility is accepted by Convey Law in ensuring that your buildings insurance policy is placed on risk at the appropriate time.

Should you decide to arrange your property insurance independent of your mortgage lender, then we would refer you to the Terms and Conditions of your offer of mortgage at this stage. Please note that your mortgage lender may require that your property be insured for a specified sum, and that its interest in the property is specified on your policy schedule. We confirm that it will be necessary for you to provide us with a copy of your insurance schedule, prior to exchange of contracts. Please note that in the event that time is spent by ourselves in pursuing your buildings and contents insurance policy on behalf of your mortgage lender or if we are required to check the detail of the policy, this work will incur additional charges of £35.00 plus VAT, as a minimum fee.

Fixtures and Fittings

In the majority of cases, we will provide you with a Fixtures Fittings and Contents list, which has been supplied by the seller. It is imperative that you check through the list in order to ensure that you are purchasing what you agreed to purchase at the property. Please note that the Estate Agents' particulars do not form part of the Contract documentation and hence it is imperative that you verify what you are purchasing from the Fixtures, Fittings and Contents list.

Joint ownership

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

Joint Tenants.

If you hold the property as Joint Tenants, the property will be held in your joint names. The property will automatically pass by survivorship to the surviving owner on the first death. The property will not form part of the deceased owner's Estate, regardless of any instructions to the contrary in the deceased owner's Will.

Tenants in Common.

If you hold the property as Tenants in Common, the property is held in your joint names and each owner holds a proportional share of the property. Upon the death of either party their share in the property will pass in accordance with the intestacy rules or as indicated in their Will. The property will not automatically pass to the surviving owner.

Should you decide to hold the property as Tenants in Common, it is imperative that you make a Will. Please do not hesitate to contact us in this respect.

If you are purchasing the property jointly with another person, you will need to decide how you wish to hold the property, as joint tenants or tenants in common, prior to completion of your property purchase.

Where a tenancy in common is to be created and money is being provided in unequal shares, it is wise for co-owners to enter into a separate Declaration of Trust simultaneously with the completion of their property transaction. This document should record the shares in which joint owners will hold the equitable estate in the property (i.e. the net value). It is also important for Wills to be made at this point in time dealing with the co-owners shares in the property. In addition, a Declaration of Trust could cover a situation arising in the future if one of the co-owners wished to sell and the other wished to retain the property, possibly including an option to purchase each others share. In the event that you require further information in relation to Declarations of Trust, please do not hesitate to contact us in this respect. Our Legal Charges in preparing a Declaration of Trust will amount to approximately £150.00 to £200.00 plus VAT depending on the complexity of the document.

Please note that the choice that you make in relation to how you wish to hold the property may have serious tax implications and may also affect the validity of any clause made in your Will. No advice has been provided by Convey Law in this respect. Should you require additional information in this respect please do not hesitate to contact us.

Please provide us with your Tenancy instructions by completing the Joint Ownership Declaration in your Welcome Pack Form.

Completion

Once contracts are exchanged, we will confirm the date fixed for completion of your conveyancing transaction – “the completion date”.

Please ensure that you arrange to take readings of any gas and electricity supply at the premises. You will also need to contact your new telephone supplier, Water Authority and Local Council in order to inform them of the completion date of your property transaction.

Post Completion

Following completion of your property transaction it will be necessary to register your interest in the property at the Land Registry. We will endeavour to provide you with copies of all relevant documentation following the registration of your interest in the property at the Land Registry. In the event that you require copies of your registered title deeds following completion an additional fee of £43.00 plus VAT will be payable in this respect. Please note that it may take up to 8 weeks or over to register your interest in the property at the Land Registry following completion of your property transaction. Please note that in certain circumstances it may prove necessary for us to undertake additional work in relation to your property transaction following completion. It may be necessary for us to undertake additional work in order to secure the registration of your property at HM Land Registry or in relation to dealing with the service of notices, apportionments or retentions which may have been made prior to completion of your property transaction. All such additional work will be charged at the hourly rate as expressed previously in this Transaction Guide. We would hope that in the vast majority of cases, it will not prove necessary for us to make any additional charges following completion of your property transaction.

Timescales

Most clients are concerned as to how long it will take to complete their property transaction. An average residential property transaction will take anywhere between six to twelve weeks to complete. The timescales involved in most transactions are usually reliant upon situations or documentation beyond our control. **We will endeavour to place you in a position to exchange contracts in relation to your property transaction as soon as possible and thereafter proceed to completion in accordance with your instructions.**

IMPORTANT INFORMATION

Help to Buy ISA Scheme Information

Please confirm whether you intend to receive the benefit of the Help to Buy ISA Scheme as soon as possible.

The Help to Buy ISA Scheme was launched by HM Treasury on 1st December 2015. If you have taken out a Help to Buy ISA, then you may be eligible for a bonus payment of up to 25% of the closing balance of the Help to Buy ISA, subject to a minimum bonus payment of £400.00 and a maximum of £3,000.00 and provided that you and the property you are purchasing meet the eligibility criteria set out in HM Treasury ISA Scheme Rules.

We, as your Eligible Conveyancers, are able to advise you on the eligibility of your property transaction and if appropriate, we will undertake the necessary process to apply for any bonus payment, upon receipt of your instructions to do so. However, we cannot offer any financial advice in relation to the nature of your Help to Buy ISA Account or upon the closure of your Help to Buy ISA Account and you should refer any questions or queries that you may have in this respect to your Help to Buy ISA Account provider.

Please note that an additional charge of £50.00 plus VAT will be applied for the additional work undertaken by Convey Law in this respect.

Please note that we will require a 7 day period between Exchange of Contracts and Legal Completion to enable us to apply and obtain the Bonus payment for you.

If you are purchasing a property through the Help to Buy ISA Scheme, HM Treasury will be the Data Controller of any relevant personal data that is given by us as your Eligible Conveyancer, to HM Treasury and to the Administrator and / or any sub-contractor of HM Treasury or of the Administrator, for the purposes of the Help to Buy: ISA Scheme.

The information will be disclosed to HM Treasury and the Administrator for the purposes of verifying the eligibility of a Help to Buy: ISA Bonus payment and payment of Bonus funds, carrying out audits of Eligible Conveyancers and any investigations or compliance work in accordance with the Scheme Rules.

By signing and returning your completed Welcome Pack documentation, you agree to us providing all necessary Relevant Personal Data to HM Treasury and to the Administrator and / or to any sub-contractor of HM Treasury or of the Administrator and to the processing of your Relevant Personal Data by any or all of the aforementioned parties.

Green Deal Scheme

The Green Deal Scheme is a government driven initiative to allow for a loan to be provided on a property for the improvement of its energy efficiency. The loan is repayable on a monthly basis, in conjunction with the power bills on the property. The loan will run with the property unless it is repaid on the sale or transfer of the property.

Please confirm whether the property being sold/purchased has received the benefit of energy efficiency works undertaken under the Green Deal Scheme. A Seller of a property is required, by law, to disclose the existence of any Green Deal loan on a property they are selling, or they may become liable for repaying the outstanding debt, even after they have sold the property. The Estate Agent/Seller must disclose the existence of a Green Deal loan agreement prior to a sale being agreed. If the property is being sold at auction, the existence of a Green Deal loan agreement should be disclosed before the winning bid is made.

The Purchaser on a normal sale should be given an EPC showing the Green Deal improvement or an EPC and a disclosure document showing details of the work carried out under the Green Deal Scheme. This disclosure document will be provided by the energy provider on completion of the work as well as details of the repayment amount, the unexpired term of the loan and details of the loan provider.

Disclosure of the Green Deal loan must be made at least 7 days before the transaction or arrangement is entered into or if this is not practicable then the disclosure requirement must be satisfied as soon as practicable before the transaction is entered into. The seller must secure that the contract for sale includes an acknowledgment by the purchaser that they have received notice that the property is a Green Deal property and that the bill payer at the property is liable to make payments under the green deal plan and further that certain terms of that plan are binding on the bill payer.

Whilst there are no charges or title issues registered when a property is a Green Deal property, any mortgage lender must be notified of the existence of the Green Deal loan because the borrower / new property owner is taking on another loan which runs with the property. By signing and returning the Declaration and Agreement Section of the Welcome Pack document, you are confirming your authority for us to make any such disclosure to your mortgage lender.

Please note that Convey Law offer no guarantees/warranties in relation to the extent and nature of any works undertaken under the Green Deal Scheme. It is your responsibility to ensure that you have satisfied yourself as to the extent, nature and repayment provision of any such works undertaken in accordance with the Green Deal Scheme.

We would recommend that all Green Deal loans be repaid by the seller on completion of the property transaction, as the value of the property will undoubtedly have already taken into account the work undertaken under the Green Deal loan.

Please note that our charges for advising and dealing with issues or repayment of any Green Deal loan will amount to £150.00 plus VAT or a proportion thereof, dependant on the amount of work undertaken by Convey Law in this respect. Additional Telegraphic transfer charges may also be applicable.

In the event that you require any additional information in this respect, please do not hesitate to contact us.

Stamp Duty Land Tax/Land Transaction Tax

All property purchase transactions (subject to a few exceptions) are subject to scrutiny by H M Revenue and Customs and the Welsh Revenue Authority in accordance with the Stamp Duty Land Tax and Land Transaction Tax Regulations ("Land Tax")

Land Tax applies to property transactions whether or not Stamp Duty is payable on the property.

You will need to complete and sign a Land Tax Declaration prior to exchange of Contracts, and in any event, prior to completion of your property transaction.

We confirm that we will complete your Land Tax Return electronically, following legal completion. In order to prepare the documentation we require the following information from you:

- (a) You are required to name a Lead Purchaser on the Land Tax Return. If you are a sole proprietor you will be named as the Lead Purchaser. If there are joint purchasers of the property H M Revenue and Customs have suggested that the Lead Purchaser should be the person whose net earnings are the greatest.

Please provide us with details of your chosen Lead Purchaser as soon as possible.

- (b) We confirm that we will require the Lead Purchaser's National Insurance number for insertion in the Land Tax Return.

Please provide us with the name of the chosen Lead Purchaser together with the Lead Purchaser's National Insurance number by return so that we may proceed to complete the Land Tax Return on your behalf.

The Land Tax Return is your responsibility

Please note that whilst we will complete your Land Tax Return, no responsibility will be accepted by Convey Law, its agents or employees in respect of the information contained in the Land Tax Return documentation. It is your responsibility to ensure that the information which is contained in the Land Tax Return is correct. You will be liable to prosecution from H M Revenue and Customs /Welsh Revenue Authority in the event that you have failed to disclose information which may be relevant to the assessment of Stamp Duty Land Tax.

Guidelines for the submission of the Land Tax Return

The Stamp Duty Land Tax Return will be sent to H M Revenue and Customs/Welsh Revenue Authority, following legal completion of your property transaction electronically. An additional fee of £15.00 plus VAT will be payable for the use of this electronic SDLT submission facility. It will not be possible for us to register your interest in the property at the Land Registry without receiving from H M Revenue and Custom/Welsh Revenue Authority a Land Tax Certificate. We will pay H M Revenue and Customs/Welsh Revenue Authority any Land Tax due by telegraphic transfer.

Please note that it will not be possible for us to utilise mortgage funds until such time as we have a fully completed and executed Land Tax Declaration in our possession. Completion of your property transaction may therefore be delayed by your failure to return the Land Tax Declaration to ourselves.

Sanctions for failure to produce the Land Tax Return

The Land Tax Return together with any tax due must be forwarded onto H M Revenue and Customs/Welsh Revenue Authority within 14 days of completion of your property transaction. Failure to do so will result in a £100.00 fine with a further £200.00 fine after a three month delay. After a 12 month delay a fine equivalent to the Stamp Duty payment may be levied. Please note that late payments will also attract interest. No responsibility will be accepted by Convey Law in respect of any surcharges which are levied by H M Revenue and Customs/Welsh Revenue Authority in this respect.

Much of the information which will be required by H M Revenue and Customs/Welsh Revenue Authority in respect of your Land Tax Return will be located within our file of papers. Details that will be required, amongst others, are the Sellers' full names and addresses, the Sellers' solicitors' details, the consideration which is being paid in respect of the property together with information in respect of the Purchasers' premises.

It will be a condition of your offer of mortgage that the Land Tax documentation is completed and any tax paid on completion of the property transaction.

Additional charges

A considerable amount of work will need to be undertaken by ourselves in completing your Land Tax Return. We anticipate that completion of the relevant documentation will take between 20 minutes to one hour of your Conveyancers time. Additional charges will be levied by us in this respect. We anticipate that the additional charge will amount to anywhere between £75.00 and £100.00 plus VAT per transaction. In certain circumstances, for instance in relation to commercial properties or where a new lease of domestic property is being granted, additional work may be undertaken by ourselves and further additional charges may be levied. In the event that work is undertaken by us prior to or following completion of your property transaction in relation to the recreation or presentation of your Land Tax Return, an additional charge may be made by ourselves in this respect.

Additional charges will be charged at a flat rate of £150.00 plus VAT per hour plus a 10% proportion thereof in respect of each telephone call or letter made or received in this respect. In the majority of cases, completion of Land Tax Returns will not amount to an additional charge in excess of £100.00 plus VAT.

Rate of Tax

The money payable in respect of Land Tax for residential property is calculated as follows and is subject to variation from time to time :

Residential Properties in England

You'll pay:

- nothing on the first £125,000 of the property price
- 2% on the next £125,000
- 5% on the next £675,000
- 10% on the next £575,000
- 12% on the rest (above £1.5 million)

Residential Properties in Wales

You'll pay:

- nothing on the first £180,000 of the property price
- 3.5% on the portion over £180,000 up to and including £250,000
- 5% on the portion over £250,000 up to and including £400,000
- 7.5% on the portion over £400,000 up to and including £750,000
- 10% on the portion over £750,000 up to and including £1.5 million
- 12% on the portion above £1.5 million.

Please note that the Land Tax payment thresholds will be increased if you own an interest in any other property, anywhere in the world and you will be required to confirm whether you own any interest in any other property when completing the Land Tax Declaration.

Properties in certain locations may attract Land Tax Exemption. We will check the postcode of the property which you are purchasing with H M Revenue and Customs/Welsh Revenue Authority in order to ascertain whether or not the property is located in an Exempt Area.

For further information about Land Tax please refer to <https://www.gov.uk/stamp-duty-land-tax/residential-property-rates> (England) and <https://gov.wales/funding/fiscal-reform/welsh-taxes/land-transaction-tax/?lang=en> (Wales).

When is Stamp Duty Land Tax Return not required by H M Revenue and Customs?

Please note that a Land Tax Return will be required by H M Revenue and Customs/Welsh Revenue Authority on all property acquisitions where the purchase price exceeds £40,000.

Declaration

By instructing us to act on your behalf you agree as follows:-

1. Convey Law are appointed as my/our tax agents for Land Tax purposes.
2. All information required to complete the Land Tax transaction self certificate documentation will be provided and returned to Convey Law without delay.
3. All documentation received from Convey Law will be thoroughly checked and where appropriate signed by me/us and returned promptly.
4. The effective date will be the date of completion of my property transaction and this date will be inserted into the Land Tax Return forwarded onto H M Revenue and Customs/Welsh Revenue Authority by electronic submission, following the effective date.
5. Convey Law are hereby authorised to telegraphically transfer the Land Tax payment payable in relation to the property transactions to H M Revenue and Customs/Welsh Revenue Authority following completion of this transaction.
6. I/We understand that there may be a delay in telegraphically transferring funds to H M Revenue and Customs/Welsh Revenue Authority for up to 13 days after the effective date.
7. Convey Law, its agents or employees are hereby indemnified in respect of any inaccuracy or information provided to H M Revenue and Customs/Welsh Revenue Authority on my/our behalf.
8. I/We hereby confirm that we will keep copies of documentation submitted to H M Revenue and Customs/Welsh Revenue Authority on my/our behalf for at least 6 years after the effective date.
9. I/We hereby confirm that we will answer any queries or requisitions made by H M Revenue and Customs/Welsh Revenue Authority promptly without delay and indemnify Convey Law in respect of any penalties enforced by H M Revenue and Customs/Welsh Revenue Authority in this respect.
10. Convey Law are not liable in respect of any penalties or late payment or any inaccuracy contained in the Land Tax documentation.
11. I/We acknowledge and accept the additional charges which will be levied by Convey Law for acting as our agent in this respect.

Tax/Accountancy Advice

Please note that your transaction may give rise to tax and/or accountancy implications. Unless specifically agreed in writing we do not provide tax or accountancy advice and would expect your Accountants/Tax Advisors to deal with all issues in relation to tax and accountancy matters generally.

Bankruptcy

It will not be possible for you to hold or convey property in the event that you have been declared bankrupt. It is your responsibility to inform us if you have or are about to be declared a bankrupt. No responsibility or liability is accepted by Convey Law as a result of your nondisclosure in this respect.

Liability for costs

Our invoice will normally be rendered immediately following an exchange of contracts and payment is required within 14 days thereof or on the completion date, whichever is the sooner. In the majority of circumstances it is likely that we will waive the payment of our fees until such time as completion takes place. Any waiver in respect of the payment of our fees will be at the absolute discretion of Convey Law and may be revoked at any time. When monies are due to be repaid to you on completion, any amount due to us shall be deducted from such monies, unless otherwise agreed.

It is important to remember that notwithstanding any agreement reached with any Third Party in relation to costs, it is the primary responsibility of the client to discharge our fees in respect of the transaction and our invoice will be addressed to you, the client. When the client comprises of more than one person, liability for our fees is shared between those persons on a joint and several basis so that we may seek recovery from any one or more of those persons notwithstanding any agreement reached between them in relation to costs.

Please note that VAT will be added to our professional charges at the rate that applies when the work is dealt with. At present VAT is charged at 20%.

Right to Retain Money, Documents and Property

As a contractual right, in addition to any right to retain money, documents and property available to us under the general law (lien), we have the right to retain your money, documents and property (whether held in relation to the Services for which payment has not been made or any other Services) until you have paid us in full.

Copyright

We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing the Services (including know-how and working materials as well as final documents). We now grant you a non-exclusive, non-transferable, non-sub licensable license to use such documents or other works solely for the matter to which the Services of developing or generating them relate and not otherwise. In the event that you do not pay us in full for our Services in relation to that matter we may, on giving you notice, revoke that license and only re-grant it to you once full payment has been made.

Limitation on Liability

Under no circumstance shall Convey Law, its Directors or Employees, 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) Directors, Employees or Agents.

We shall accept liability to pay damages for losses arising as a direct result of breach of contract or negligence on our part or in respect of services provided in connection with or arising out of the engagement as set out in this letter but the liability of Convey Law, its Directors and Staff shall be limited in accordance with the limitations of our Professional Indemnity Insurance Policy which may vary from time to time.

Convey Law is a limited liability company. This means that the companies liability to third parties is limited to the amount of its assets (less liabilities) at any time. The Directors of Convey Law, its employees and agents shall not be personally liable to you in respect of the legal services provided. By instructing Convey Law to provide legal services on your behalf you acknowledge and agree that you understand the nature of limited liability and that any claim that you may have will be against a limited liability company known as Convey Law Limited and not the Directors, the employees or agents personally.

In the event that 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 Conveyancers (from whom details can be obtained"). The contact details for the Council for Licensed Conveyancers is 131 Finsbury Pavement, London, EC2A 1NT. Tel: 020 3859 0904. Web Address: <https://www.clc-uk.org/>

Financial Services Compensation Scheme

In the event of a banking failure, it is unlikely that Convey Law would be held liable for any losses of client account money. If a corporate body client is not considered a small company by the FSCS, then they will not be eligible for compensation. We currently hold our client account funds in Barclays Plc, Santander Plc and the Monmouthshire Building Society. The £85,000 Financial Services Compensation Scheme (FSCS) limit will apply to each individual client and so if you hold other personal monies yourself in the same bank as our client accounts, the limit remains £85,000 in total. It may therefore be prudent to check with your own bank if these limits are relevant to you, as some banks now trade under different trading names. In the event of a bank failure, you agree to us disclosing details to the FSCS.

However, with effect from 3rd July 2015, the FSCS will provide a £1 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at www.fscs.org.uk

Undertakings

Throughout the course of your conveyancing transaction it may be necessary for us to undertake to make certain payments or perform certain tasks on your behalf. For instance, we may be required to promise to pay search fees, transactional disbursements and the cost of redeeming your mortgage. By accepting our Terms and Conditions of instruction you are confirming that you will be liable for any and all undertakings or promises made by us on your behalf and that you will make payment in respect of any outstanding balances immediately upon request in this respect. Additional legal fees may become payable in such circumstances.

Interest

In the event that Convey Law hold money on the clients behalf, we will account to the client for interest earned in accordance with guidance provided by The Council for Licensed Conveyancers.

Disbursements

Please note that all disbursements incurred during the course of your property transaction will be payable by you whether or not your transaction is successfully concluded. Please also note that the above outlined cost structure does not take into account disbursements such as Land Registry fees, or search fees. Any estimate of disbursement costs provided by ourselves may vary from time to time and no responsibility is accepted by Convey Law in relation to the accuracy of any estimated disbursement costs which may be the subject to variation throughout the course of your property transaction.

Please note that the person who has introduced you to ourselves may be entitled to a marketing fee from us in respect of the introduction. This will not lead to an increase in our fees which are payable by you and our fees will be consistent with those which have been estimated by your Introducer, subject to the above terms and conditions in respect of costs. Any marketing or administration fee which is payable will be paid directly by ourselves to the Introducer from our office account without further recourse to you, upon the successful conclusion of the property transaction.

In the event that Broker, Administration or Estate Agent fees are payable by you to a Third Party on completion of this transaction, and we are provided with a copy of your signed Agreement in this respect, we confirm that we shall pay the cost of the aforementioned Broker/Administration/Estate Agent fee upon completion of your property transaction out of any balance of proceeds of your property transaction, unless we receive your specific written instructions to the contrary.

We utilise Personal Search Agents in order to undertake Local Authority, Environmental and other Personal Searches on our clients' behalf. We utilise Personal Search Agents in order to ensure that we receive our client's searches within our prescribed time scales as opposed to relying on Local Authorities and other institutions to provide us with the aforementioned searches, which in certain circumstances may take weeks longer to produce.

Search Agents are profit making institutions. In certain circumstances the person or institution who has introduced you to ourselves will request that we utilise a particular Search Agent in relation to your property transaction. The Search Agents which we utilise provide a quality service at consistent prices. The prices charged by our nominated Search Agents may not be the most cost effective/competitive in the market place. In the event that you would like us to search the market for the most competitive price for search disbursement costs, please do not hesitate to contact us in this regard. Please note that an additional charge may be levied by us in this respect. In the event that you do not wish us to utilise our aforementioned Personal Search Agents, and you wish us to utilise other Search Agents or institutions, please provide us with your written instructions in this respect.

Statement of Account

Once we are in a position to proceed to completion of your property transaction, we will endeavour to provide you with a Statement of Account which details the income and expenditure in respect of your property transaction. Please note that the Statement of Account will be prepared with the information that is to hand at the time the document is prepared. Convey Law reserve the right to rectify or amend the information contained in the Statement of Account at any time up to or following completion of the property transaction. We reserve the right to amend any errors or omissions and requisition funds from you in order to rectify any deficiencies in this respect. All such rectifications will be justified by Convey Law and thereafter payment will immediately become payable by you, the client.

Balance Payments

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 currently 10 working days and we must have cleared funds in order to complete all property transactions. Please do not send us a cheque for the balance due when it will not clear in time for completion. The most effective way to send money to us is by Bank Transfer. You should always ensure your file reference and surname are quoted by your bank when sending us a Bank Transfer.

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

we would undertake an identity check on you as our client. Identification will have to be provided 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 plus VAT. We may also have to inform any mortgage lender where sums provided 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.

Please note that in the event that you provide us with a payment in cash an additional fee will be charged by ourselves in the sum of £50.00 plus VAT. This additional fee will be payable immediately upon receipt of the cash payment from yourselves. This additional fee will be levied in order to cover our additional costs in counting the cash payment, and the insurance implications of at least two members of our support team having to accompany the funds to our local bank. We would respectively suggest that you refrain from paying us in cash if at all possible. Payments in cash over £100.00 will not be accepted by us in any event.

Information and Confidentiality

Client Confidentiality/Independent Advice

We confirm that we shall provide you with independent advice in relation to your property transaction and you are free to raise questions on all aspects of the transactions at any time. Conveyancer and client privilege dictates that we shall not divulge any information in relation to a client's affairs to any Third Party. In certain circumstances it will be necessary for us to divulge privileged information to relevant Third Parties such as Mortgage Lenders, Introducers, Estate Agents or other interested parties. By instructing Convey Law you are waiving the Conveyancer/client privilege and confirming that Convey Law may utilise their absolute discretion in disclosing any information to any relevant Third Party in relation to your conveyancing transaction. This includes the copying and display of correspondence and all associated information by way of letter, telephone and electronic communication, which includes the display of progress information in relation to your property transaction on third party case tracking websites.

Information About You

We may use the information which you provide, or which we obtain through our dealings with you, for the provision of Services and may pass it on a confidential basis to our partners, employees and agents. We may use this information to administer your account with us, including tracing and collecting any debts.

We may also use this information to ensure the safety and security of our premises (where we may also use CCTV); for fraud prevention purposes (including verification checks for our money laundering obligations); to assess client satisfaction (such as by asking you to participate in surveys); and to help improve our services generally.

We may also use it to contact you by letter, telephone, e-mail or otherwise about our services and about events such as seminars and conferences and to send you briefings and similar material. By signing and returning a copy of your Welcome Pack, you are agreeing that we may use your contact details and information in this way. Should you not wish to be contacted in this respect, please confirm this to be the case when returning your Welcome Pack documentation.

Sometimes we ask other companies or people to do typing/photocopying/other administration duties on our files to ensure this is done promptly. We will always seek a confidentiality agreement with these outsourced providers. In the event that you do not want your file to be outsourced, please tell us as soon as possible.

Outsourcing Services

Throughout the course of our instruction, we may recommend the services of institutions and organisations that will be able to provide you with useful services and information. In this respect we are referring to Will Service Providers, Financial Advisors, Power companies, Insurance institutions, Search Providers, Removal companies and a host of other service providers. Whilst we will utilise our best endeavours to ensure that the service provided by these institutions is satisfactory, you will appreciate that we cannot accept any responsibility whatsoever as to the advice and information provided in this regard. These service providers do not act under our supervision and are independent organisations. The service providers that we recommend are not therefore underwritten by our Indemnity Insurance and are not regulated by our regulatory authority, The Council for Licensed Conveyancers. It is imperative therefore that you ensure that you are satisfied that your chosen service provider has the requisite knowledge, experience, capability and appropriate insurance in place to fulfil your requirements in this respect. No responsibility is accepted by Convey Law in respect of the quality of service or advice provided by any recommended service providers.

Should you not want to receive information and services from our recommended service providers, please complete the appropriate section of the Welcome Pack Form or provide us with your written instructions in this respect.

Our Duty of Confidentiality

We will treat any information which is confidential to you, and which we obtain as a result of acting for you as strictly confidential, save for the purpose of acting for you; or for disclosures to our auditors or other advisers or for the purposes of our professional indemnity insurance; or as otherwise required by law or other regulatory authority to which we are subject.

We may refer publicly to your name as a client of ours, provided we do not disclose any information which is confidential to you.

We shall be under no duty to disclose to you (or take into account in the course of providing the services) any information acquired by us in acting for any other client or any information in respect of which we owe a duty of confidentiality to a Third Party.

Your Duty of Confidentiality

Our advice, the service that we provide and other communications with you are confidential and may not, without our consent, be disclosed by you to any Third Party (other than to your employees and agents who require access and who do not disclose it further) or otherwise made public except as required by law or other regulatory authority to which you are subject.

Should you acquire any information, as a result of our acting for you, in respect of which we notify you that we owe a duty of confidentiality to a Third Party, you will keep it confidential and not use it without our consent.

Data Protection and EU General Data Protection Regulation

We use the information you provide primarily for the provision of legal services to you and for related purposes including: updating and enhancing client records, analysis to help us manage our company, statutory returns, legal and regulatory compliance.

Our use of that information is subject to your instructions, the Data Protection Laws and GDPR legislation and our duty of Confidentiality. Please note that our work for you may require us to give information to Third Parties such as other professional advisers as indicated in the below Privacy Note.

CONVEY LAW PRIVACY NOTE

Convey Law is committed to protecting the privacy and security of your personal information.

Convey Law is a “data controller”. This means that we are responsible for deciding how we hold and use personal information about you. We are required under Data Protection legislation to notify you of the information contained in this Privacy Note

Introduction

The EU General Data Protection Regulations (“GDPR”) will come into effect on **25th May 2018** and will place greater obligations on how companies, such as Convey Law, handle personal information held about our clients.

Convey Law are committed to protecting and respecting your personal information and privacy. Convey Law also recognises the importance of the correct and lawful treatment of personal information and will only use your personal information as set out in this Privacy Note, which should be read carefully and in conjunction with our standard Terms and Conditions of Engagement (Transaction Guide document).

Convey Law have appointed our Legal Director, Mr Phil Edwards as our Data Protection Officer to oversee compliance with this Privacy Note. If you have any questions or queries in relation to the content of this Privacy Note or how we handle your personal information, please contact our Data Protection Officer at datacompliance@conveylaw.com or by post to Data Protection Officer, Convey Law, Maxwell Chambers, 34-38 Stow Hill, Newport, South Wales, NP20 1JE.

It is important that the personal information that we hold about you is accurate and current. Please ensure that we are updated of any changes to your personal information during the course of our working relationship.

Data Protection Principles

Convey Law will comply with Data Protection legislation, which provides that the personal information that we hold about you must be:-

- Used lawfully, fairly and in a transparent way.
- Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes.

- Relevant to the purposes we have told you about and limited only to those purposes.
- Accurate and kept up to date
- Kept only as long as necessary for the purposes that we have told you about.
- Kept securely.

How Convey Law collect personal information about you?

Convey Law use different methods to collect personal information from and about you, which include:-

Directly from you – Generally, the personal information that we obtain about you will be obtained directly from you during the initial instruction conversation and from information provided by you in the Welcome Pack documentation, completed and returned by you at the outset of your instructions and during correspondence/communication throughout the course of your property transaction..

From Third Parties – We will also obtain personal information about you from other sources, which may include introducers/referrers of business to Convey Law, estate agents, leasehold management companies, mortgage brokers, mortgage lenders or other professionals. Please note that this list is not exhaustive

What information Convey Law holds about you?

Convey Law will collect and hold certain personal information about you to enable us to comply with your instructions; to comply with our regulatory responsibilities; to comply with the requirements of any third party such as your mortgage lender and to achieve legal completion of your property transaction.

Such personal information will include:-

Your Title and Full Name	Current and Previous Address
Contact Telephone Numbers	Contact E-mail Address
Date of Birth	National Insurance Number
Driving Licence/Passport Number	Occupation
Property Sale Address	Property Purchase Address
Property Sale Price	Property Purchase Price
Property Sale Mortgage Information	Property Purchase Mortgage Information
Occupier Information	Intended Use of Property
Bank Details for remittance of Sale Proceeds	Bank Details to evidence source of deposit
Proof of Identification Documentation	Evidence of Signature

Please note that this list is not exhaustive.

We do not collect any Special Categories of personal information about you - this includes details about your race or ethnicity, religious beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic information.

How will Convey Law use your information?

Convey Law will only use your personal information when the law allows us to and for the purposes for which we collected the information.

Convey Law **WILL** use the information held about you for the following purposes:-

- Where we need to perform the contract we have entered into with you.
- Where we need to comply with a legal obligation.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.

Convey Law may also use your personal information in the following situations, which are expected to be rare:-

- Where we need to protect your interests (or someone else’s interests).
- Where it is needed in the public interest.

Disclosure of your personal information

Convey Law need all of the categories of information as delineated in the Appendix to this Privacy Note primarily to allow us to perform our contract with you and to enable us to comply with legal obligations. In some cases, we may use your personal information to pursue legitimate interests of our own or those of third parties, provided of course that your interests and fundamental rights do not override those interests.

The situations in which we will process your personal information are set out in the Appendix to this Privacy Note along with the purpose for which we are processing or will process your personal information.

Some of the grounds for processing your information will overlap and there may be several grounds, which justify our use of your personal information.

Data Sharing

Convey Law may need to share your personal information with third parties, including third party service providers. Such third party service providers include Land Registry, HMRC and the Welsh Revenue Authority..

Convey Law will require third parties to respect the security of your information and to treat it in accordance with Data Protection legislation.

Convey Law will share your personal information with third parties where required by law, where it is necessary to administer the working relationship with you or where we have another legitimate interest in doing so.

All of our third party service providers are required to take appropriate security measures to protect your personal information in line with our policies. We do not allow our third party service providers to use your personal information for their own purposes. We only permit them to process your personal information for specified purposes.

We may share your personal information with other third parties, for example our regulator, the Council for Licensed Conveyancers or to otherwise comply with the law.

If you fail to provide personal information

Convey Law will require certain information from you to perform our contract with you. Please note that if you fail to provide certain information when requested, we may not be able to perform the contract we have entered into with you, or we may be prevented from complying with our legal obligations.

Change of purpose

Convey Law will only use your personal information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis, which allows us to do so.

Please note that we may process your personal information without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

How long will Convey Law retain information held about you?

Convey Law will only retain your personal information for as long as necessary and to fulfil the purposes for which your information has been collected, including for the purposes of satisfying any legal, statutory, regulatory, accounting or reporting requirements.

When a prospective client makes contact with Convey Law to obtain a Legal Costs Estimate for conveyancing services and decides not to proceed with the instruction, we anticipate that your information will be deleted/removed from our systems within 12 months of your initial contact.

Where you have undertaken a property transaction with us, whether or not it has successfully concluded, we anticipate that we will retain your personal information for no more than 15 years from the date of the last activity on your transactional instruction.

To determine the appropriate retention period for personal information, we consider the amount, nature and sensitivity of the personal information, the potential risk of harm from unauthorised use or disclosure of your personal information, the purposes for which we process your personal information and whether we can achieve those purposes through other means and the applicable legal requirements.

In certain cases, we may anonymise your personal information so that it can no longer be associated with you, in which case we may use such information without further notice to you.

What are your rights relating to the use of your data?

Under the GDPR you have certain rights in respect of the processing of your personal information, which may vary dependent upon the legal basis for the collection of your personal information and the uses made of this personal information.

For all uses made of your personal information you have the right to be informed about how we use your personal information. This Privacy Note discharges that obligation. However, further rights may apply in different circumstances, as set out below:-

- Right of Access – you have a right to access a copy of the personal information that Convey Law hold about you (subject to Data Protection Laws). You will not have to pay a fee to access your personal information (or to exercise any of your other rights). However, we reserve the right to charge a reasonable fee if your request for access is deemed to be unfounded or excessive. We may also refuse to comply with such a request in such circumstances.
- Right of Rectification – you have a right to correct personal information that Convey Law hold about you if the information held is inaccurate or incomplete.
- Right to be Forgotten – in certain circumstances you may ask for the personal information held about you to be removed/destroyed (please note the limitations imposed by the retention period delineated above).
- Right to Restrict Processing – where certain conditions apply you have a right to restrict processing. However, please note that this may affect our ability to provide services to you.
- Right to Data Portability – you have the right to have the personal information held about you to be transferred to a nominated third party in accordance with your instructions. You also have the right for such information to be transferred in a suitable format.
- Right to Object – you have the right to object to certain types of processing, such as marketing purposes. Please note that we will only ever use your contact information for marketing purposes where you have provided express consent.
- Right to Withdraw Consent – in the limited circumstances where you have provided your consent to the collection, processing and transfer of your personal information for a specific purpose, you have the right to withdraw your consent for that specific processing at any time, by providing appropriate notification of the withdrawal of your consent to our Data Protection Officer at datacompliance@conveylaw.com or by post to Data Protection Officer, Convey Law, Maxwell Chambers, 34-38 Stow Hill, Newport, South Wales, NP20 1JE.
- Right of Notification – you have the right to be notified of any breach of our responsibilities in relation to the use of and processing of your personal information.

In the event that you wish to exercise any of these rights, please make your request in writing to our Data Protection Officer.

Is your information secure?

Convey Law will collect and store personal information about you securely. Convey Law will only pass this information to other parties where it is appropriate and lawful for us to do so and via controls, which require an identified purpose and which ensure that such information is transferred to such other parties safely and securely.

Convey Law have implemented appropriate security measures to prevent your personal information from being lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal information to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal information on our instructions and they are subject to a duty of confidentiality.

Convey Law have also implemented procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where we are legally required to do so.

Transfer of Information outside of European Union

Convey Law will not transfer any information outside of the European Union

Further information

For a full description of the information that Convey Law hold about you; your rights; the relevant legal information and complaints, please write to the Data Protection Officer of Convey Law, Mr Phil Edwards at Maxwell Chambers, 34-38 Stow Hill, Newport, South Wales, NP20 1JE or alternatively, datacompliance@conveylaw.com

You have the right to make a complaint at any time to the relevant supervisory authority. The UK supervisory authority for Data Protection issues is the Information Commissioners Office (ICO).

Convey Law reserve the right to update this Privacy Note when we make any substantial updates. We may also notify you in other ways from time to time about the processing of your personal information.

Appendix

Details of information categories, how your information is processed and the legal basis for processing your information:-

Category of Information	How information is used	Legal Basis
Personal information to include:- Title, Full Name, Address details Contact telephone numbers, e-mail addresses	To Provide an Estimate Processing your property transaction Complying with Contract with you Internal data analysis Advising you of our services Retaining documents to process	Legitimate Interests Legitimate Interests Legitimate Interests Legitimate Interests Consent* Legitimate Interests

	e.g. deeds Compliance with legal and regulatory obligations	Legal Obligation
Date of Birth and Occupation	Processing your property transaction Complying with Contract with you	Legitimate Interests Legal Obligation
National Insurance Number	Processing your property transaction Complying with Contract with you	Legitimate Interests Legal Obligation
Driving Licence/Passport Number	Processing your property transaction Compliance with legal and regulatory obligations	Legitimate Interests Legal Obligation
Proof of Identification Documentation and Signature	Processing your property transaction Compliance with legal and regulatory obligations	Legitimate Interests Evidence of Legal Obligation
Bank Details for outgoing payments, e.g. Proceeds	Processing your property transaction Compliance with legal and regulatory obligations	Legitimate Interests remittance of Sale Legal Obligation
Bank Details for incoming payments, e.g. Deposit Payments	Processing your property transaction Compliance with legal and regulatory obligations	Legitimate Interests Legal Obligation

***Consent can be withdrawn in accordance with your rights.**

Equal Treatment / Equality and Diversity

Consistent with our internal policies and procedures, we will not discriminate in the way we provide our Services on the grounds of race, colour, religion, nationality, ethnic origin, sexual orientation, gender, age, disability or marital status.

Conflict of Interest

Definition

Conflict of Interest” means any situation where:-

- (1) we owe (or, if we accepted your instructions, would owe) separate duties to act in the best interests of two or more clients in relation to the same or a related matter and those duties conflict, or there is a significant risk that those duties may conflict; or
- (2) our duty to act in your best interests in relation to a matter conflicts, or there is a significant risk that it may conflict, with our own interests in relation to that or a related matter; or
- (3) we have confidential information in relation to a client or former client, and you wish to instruct us on a matter where:-
 - that information might reasonably be expected to be material; and
 - you have an interest adverse to our other client or former client.

Similar Activities We may act for parties engaged in activities similar to or competitive with yours.

Third Parties

Once we have agreed to act for you in relation to a matter, we will not act for a Third Party in relation to the same matter if there is a Conflict of Interest between that Third Party’s interests and your interests.

Instructions Creating a Conflict of Interest

We may decline to act for you where accepting your instructions would create a Conflict of Interest or cause us to break an existing agreement with a Third Party.

Consent

Where our professional rules allow, and subject to satisfying the requirements of those rules (for example by implementing an information barrier), we may act for you and another client where a Conflict of Interest would otherwise exist, provided that we have the consent of both parties.

Cessation of Services

In the event of a change in circumstances or otherwise, we find that we have agreed to provide Services to you in circumstances which give, or could give, rise to a Conflict of Interest, we will discuss with you how to deal with the conflict and we may be obliged to stop providing Services to you and/or to all other clients affected by the Conflict of Interest.

Complaints Procedure

We are committed to investigating all complaints promptly, in order to determine their validity, cause, effect and the opportunity for future prevention. We keep a record of complaints received and any action taken as a result.

We appreciate that our clients may have issues to address with their Conveyancing Team during the course of their conveyancing transaction from time to time. The Convey Law Complaints Procedure is designed to differentiate between issues, which are capable of being dealt with on an informal basis, and more serious complaints, which will require more in depth analysis and will need to be dealt with in accordance with our formal complaints process.

It is not appropriate to post incorrect or untrue reviews on social media or online review platforms in relation to any service issues which you may encounter. If you are dissatisfied with the service you have received from Convey Law, you should afford us the opportunity to address your concerns in accordance with our internal complaints process, prior to posting any online reviews.

It is our policy at Convey Law to provide you with a service of the highest possible standard at all times. We will endeavour to resolve your complaint thoroughly and we aim to resolve all issues raised by our clients within a period of 28 working days wherever possible.

The Informal Complaints Process

Informal Complaints - Initial Contact

In the event that you are not satisfied with the service you have received or in the event that you have serious concerns in relation to your transaction, please raise the issues you have with the Conveyancer who has conduct of your transaction, either in writing or by telephone in the first instance.

Upon receipt of your communication, your Conveyancer will ascertain the nature and severity of the issues raised and will look to ensure that the issues raised are addressed as quickly as possible. Your Conveyancer will review your file of papers promptly, in an attempt to resolve the issues raised and deal with your concerns immediately, during the same working day whenever possible.

Should you feel that this course of action is not appropriate, or has been exhausted, please contact our client service department by telephoning 01633 223344 or by email at complaints@conveylaw.com.

Informal Complaints - Stage A

A Conveyancing Supervisor will contact you by telephone upon receipt of your communication, during the same working day if possible, in order to obtain details of the issues that need to be addressed and in order to ascertain what action needs to be taken in order to alleviate the issues of concern immediately, wherever possible.

The Conveyancing Supervisor will review your file of papers and discuss the conduct of your case and the issues that you have raised with your Conveyancer.

The Conveyancing Supervisor and your Conveyancer will attempt to remedy the issues raised and provide you with a verbal update as to the progress that has been made in this respect.

When necessary, a full written response in relation to the issues raised will be provided by the Conveyancer, within 3 working days (and in any event no later than 7 working days) following communication of your dissatisfaction. Wherever possible the written response will detail an appropriate course of action in order to alleviate the issues raised and provide a clear plan in order to ensure the progression of your transaction, if appropriate.

Informal Complaints - Stage B

In the event that Informal Complaints Stage A has not been successful in alleviating the issues raised, please contact our Legal Director, Mr Phil Edwards. The Legal Director will communicate with you by telephone upon receipt of your communication, during the same working day if possible, in order to ascertain the details in relation to your complaint that are still outstanding and what action needs to be taken in order to alleviate the issues of concern immediately, wherever possible.

The Legal Director will review your file of papers and discuss the conduct of your case with your Conveyancer as appropriate. The Legal Director will look to work with you in conjunction with your Conveyancer in order to ensure that your issues are dealt with and that your transaction is not impeded as a result of the issues that have arisen.

Wherever possible, communication by telephone and email will be the preferred course of action in order to ensure that the issues raised are dealt with as quickly as possible. The Legal Director will attempt to deal with the issues raised and provide you with a clear plan of action, without recourse to protracted correspondence, wherever possible.

A note of your complaint will be recorded in our Complaint Register and we will allocate you a Complaint Reference Number. Our Complaint Register is reviewed by the Senior Team and the Conveyancers at Convey Law on a monthly basis.

The Formal Complaints Process

Formal Complaint - Stage A

In the event that the action outlined in our Informal Complaints process has been extinguished and the issues raised have not been resolved, the following procedure will be adopted:-

1. Our Legal Director, Mr Phil Edwards will request that you outline your complaint to us in writing.
2. The Legal Director will aim, within 3 working days (and in any event no later than 7 working days) of receipt of your written complaint to record your complaint in our Complaint Register (if we have not already done so); allocate you a Complaint Reference Number and open a separate file for your complaint. The acknowledgment letter will confirm the contact details of the person dealing with the complaint, your complaint reference number and if necessary further information in relation to the complaint will be sought. A copy of our Internal Complaints Procedure will also accompany the acknowledgement letter.
3. Within 7 working days of receipt of your written complaint and the implementation of our Formal Complaints Procedure, the Legal Director will aim to report back to you in writing of the outcome of the investigation of the complaint and providing, wherever possible, suggestions for resolving the matter. Where a full response cannot be given in this timeframe, the Legal Director will acknowledge receipt of the complaint, provide you with the reasons for any such delay and commit to respond fully within 28 days. The report will include the following information:-
 - a clear explanation of the Legal Director's assessment of the complaint;
 - our decision on it,
 - an offer of remedial action and/or redress where a complaint is upheld;You will also be given the opportunity to discuss the complaint with the Legal Director in person or over the telephone.

Formal Complaint - Stage B

In the event that you are still not satisfied, please notify us of your dissatisfaction in writing. You will be informed, in writing, that the matter will be escalated to our Legal Director, Mrs Debbie James, for adjudication. You will be provided with full contact details for the appointed Legal Director. You will be given the opportunity to meet and discuss the report with the Legal Director. The appointed Legal Director will review your file of papers and your complaint and will look to contact you by telephone with a view to resolving the issues raised. In the event that it is not possible to reach agreement by telephone, an adjudication report will be provided within 7 working days of receipt of confirmation of your continued dissatisfaction. Where a full response cannot be given in this timeframe, the Legal Director will provide you with the reasons for any such delay and commit to respond fully within 28 days. The report will include the following information:-

- a clear explanation of the Legal Director's assessment of the complaint;
- our decision on it,
- an offer of remedial action and/or redress where a complaint is upheld;
- information on our complaint-handling review procedure, its timeframes and how it can be accessed;
- information on your right to refer the complaint to the Legal Ombudsman, its timeframes and contact details.

Formal Complaint - Stage C

In the event that you are still not satisfied, after having extinguished our internal complaints procedure, you may contact the Legal Ombudsman directly to ask them to consider the complaint further.

The Legal Ombudsman will insist that you allow us to consider and respond to your complaint in accordance with the procedure set out above in the first instance. Please therefore follow our internal complaints procedure in the first instance. In the event that a satisfactory conclusion to your complaint cannot be reached, we will insist that the matter is adjudicated upon by the Legal Ombudsman.

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).

You can refer your complaint to the Legal Ombudsman if we have not resolved your complaint within 8 weeks of receiving your complaint. The Legal Ombudsman deals with service related complaints only and will refer any conduct related complaints it receives to The Council for Licensed Conveyancers.

The contact details for the Legal Ombudsman are as follows:-

Tel no: 0300 555 0333

Email: enquiries@legalombudsman.org.uk

Website: www.officeforlegalcomplaints.org.uk <http://www.legalombudsman.org.uk/>

Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ

Conveyancing Foundation Charity - Free Legal Fee Competition

All of our clients have the opportunity to enter into the Conveyancing Foundation Charity Free Legal Fee Competition, which is designed to generate revenue for our favourite charities and to offer you the opportunity to experience a free conveyancing service. The Free Legal Fee Competition has helped to raise hundreds of thousands of pounds for charity over recent years and your contribution will be gratefully received.

The Conveyancing Foundation nominated charities includes the **Ty Hafan Children's Hospice** and **Cancer Research UK**, but **this is not exhaustive**. The Foundation nominates worthwhile charities and causes over the course of the year. Please refer to the Free Legal Fee Flyer or access the Fund Raising section of our website for additional information in relation to these incredible charities.

How it works:

You enter the monthly Competition upon completion of your property transaction.

The Competition winner is announced at the start of each month in respect of the previous month's entries

The winner's basic legal fees, up to a maximum of £500.00, are reimbursed by the Conveyancing Foundation.

Your donation helps to raise thousands of pounds for wonderful charities.

Please note that you may opt in or out of the competition at any time, up to the date of completion of your transaction, by providing us with your instructions in this respect.

Should you win the competition then you will not pay for the Basic Legal Fees associated with your sale, purchase or remortgage transaction, up to a maximum of £500.00 inclusive of VAT. Please note that all disbursements and additional legal fees, associated with your transaction will be payable in any event. Telegraphic transfer charges will also be payable. The competition applies to one transaction only and so the fees on sale and purchase transactions will only be reimbursed on the appropriate individual transaction.

The cost of entering The Conveyancing Foundation Free Legal Fee Competition is £1.00. We also request that you consider making a donation to The Conveyancing Foundation (Registered Charity no.1161310) of £9.00 at the same time. The £9.00 charity donation will also attract gift aid at 25%, making a total charitable donation of £11.25. To claim Gift Aid you will need to confirm that you have or will pay an amount of Income Tax and/or Capital Gains Tax for the current tax year that is at least equal to the amount of tax that all the charities and Community Amateur Sports Clubs that you donate to will reclaim on your donations for the current tax year, and that you understand that the charity will reclaim 25p of tax on every £1.00 that you donate.

We may need to use your details if you win the competition to help promote our nominated charities and the Conveyancing Foundation Free Legal Fee Competition to other clients and our business contacts. By entering the competition you are consenting to us promoting you winning the competition and providing the Conveyancing Foundation with your details and contact information in order to facilitate the collection of Gift Aid on your donation.

In the event that you require additional information in relation to the Conveyancing Foundation Free Legal Fee Competition, please do not hesitate to contact us.

Conclusion

We confirm that it is our policy at Convey Law to provide you with a service of the highest standard at all times.

We have outlined your transactional information in some detail and we hope that it will assist you in understanding your property transaction. Should you have any queries that you would like to have clarified please do not hesitate to contact us.

Please sign and return your Welcome Pack form in order to confirm that you consent to the terms and conditions of our instruction as outlined in this document. In the event that you would like to discuss the possibility of altering our terms of instruction, please provide us with details of your requirements in this respect.