

Our regulator, The Council for Licensed Conveyancers, require us to give you our normal terms of business in writing when we agree to act for you.

These terms help both Licensed Conveyancers and their clients by making it clear from the outset what we can reasonably expect from each other.

They help to explain our duties and the basis upon which we provide our services to you. We hope you find them clear, understandable, and fair to both you and us.

By signing and returning our Welcome Pack you are accepting our Terms of Engagement

Terms of Engagement

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

Our terms and conditions of engagement are outlined in detail within this document. Our terms of engagement, must be read in conjunction with our legal cost estimate that you have received from us and the information on additional legal costs contained within this document.

Please also refer to our Transaction Guide which is located on our website (link to be added)

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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In these conditions the words 'we' and 'us' mean Convey Law, and 'you' means the client(s) who have accepted our terms of engagement.

1. How to work well with us

- To help the transaction go smoothly and to avoid causing additional work, you agree:
- to provide us with your correct full name and other personal details from the start of the transaction;
 - to tell us your requirements in writing, and to tell us immediately if there are any significant changes to those requirements, however caused;
 - to respond promptly in writing to any request by us for instructions from you on any point;
 - to us communicating with you or third parties by whatever method that we may prefer, including e-mail or SMS;
 - to authorise us to incur the costs and search fees (including repeat searches) that we consider necessary, in our professional judgement, to protect your interests, or those of your mortgage lender;
 - to authorise disclosure of your information and instructions to your intended mortgage lender, if that lender also uses us to carry out legal work in connection with your mortgage;
 - to provide us with proof of your identity and the source of your finance and any other proof required by The Money Laundering, Terrorist Financing And Transfer Of Funds (Information On The Payer) Regulations 2017 ('the MLR');
 - that any money due to you will be paid by electronic payment. Any alternative arrangement must comply with the MLR and should be requested in writing and signed by you (if more than one client, by all of you). This may involve additional work and hence cost;
 - to the paper records of your transaction being destroyed after six years on a sale transaction, and fifteen years on a purchase transaction, without further reference to you;
 - to us dealing with your transaction as either a paper or electronic file. You agree that we can convert your closed, paper file to a permanent electronic archival record after completion. The fee for this service is detailed in the Legal Costs Estimate.
 - to reduce the 14 day cooling-off period under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, as amended, so that it ends when we begin to carry out work for you, and
 - to waive the thirty day limit for provision of our services, as both are inappropriate;
 - not to contact us to request progress reports more frequently than is reasonable or necessary; and
 - generally to co-operate with us, and to recognise that failure to comply with these terms will cause additional work for us and cost to you.

2. Non-Conveyancing and non-Legal Advice

A Licensed Conveyancer is a specialist property lawyer, qualified to advise on conveyancing law. If you need advice on other legal or non-legal matters, such as any possible litigation arising from the transaction, the physical condition of a property and its connected services, or its market value, or on investment and financial matters such as Stamp Duty Land Tax, you should consult appropriately qualified professionals such as a litigation lawyer, a surveyor or a financial adviser. Before exchanging contracts to buy or take a lease of a property, you should have an appropriate structural survey by a qualified surveyor, and obtain any further information recommended by the survey report. It is not part of our work to consider or comment on any non-legal aspects of a survey, or valuation reports.

3. Our Fees and Disbursements

We appreciate that clients are concerned about the costs of legal services. We will endeavour to keep the legal costs and disbursements associated with your property transaction to a minimum at all times. Due to the uncertainties of legal work, it is hard to estimate our fees in advance. An indication of charges are given on the information available at the time and on the assumption that the matter is not or does not become unusually urgent, difficult, protracted, complicated or time consuming.

Normally we will be registered for VAT, and all fees and taxable payments will have VAT added to them. VAT will be applied at the rate current at the 'tax point'. The tax point will normally be the date of our bill, or the date of legal completion if this is earlier. We will provide you with an indication of our Basic Conveyancing Fees within our 'Legal Costs Estimate', our Legal Costs Estimate will include disbursements, any other costs and VAT that are expected to apply to your transaction, or the work carried out for you. Legal Costs Estimates usually refer to 'disbursements'. These are payments we expect to make on your behalf during a transaction. They may be significant expenses, such as Stamp Duty Land Tax, Land Registry fees, Local Authority and other search fees. Disbursements are charged to you at cost, with no mark up, and our fee invoice, or financial statement will set out disbursements separately from the professional fees. In addition, there will often be some unexpected costs, searches, insurances or other disbursements. We will tell you about these charges if they arise.

Please note that the Basic Conveyancing Fee does not amount to a 'quote' on our behalf and it is merely intended to act as an estimate of the likely legal charges to be incurred by you in relation to your property transaction.

4. Changes to our Fees

Sometimes we will have to change our Legal Cost Estimate. This might be because of the following additional activity:

- the value of the transaction, or the nature of the work, turns out to be different from what we expected; or
- the amount of time, work, or skill required to carry out the transaction is significantly more than we initially expected, or something complex arises; or

- the work needs to be done more quickly than normal;

We will tell you in writing about any need to revise the original Legal Cost Estimate, when any such change is appropriate, or as soon as practical afterwards. If you disagree with the change in fees, you should write to us promptly with your reasons.

The Basic Conveyancing Fee, as expressed in the Legal Cost Estimate, incorporates the charges to be made by us in relation to the standard work required to convey your property. Please refer to our website (link to be added) for details of additional activity which falls outside the Basic Conveyancing Fee Structure.

5. Aborted Transactions – our Fees

If, for any reason, a transaction does not continue to completion, we will tell you in writing of our charges made for the work we have done, and the disbursements that we have paid out. Our charges will reflect the amount of work done and the time taken. They will be based either on the notified rate of charge, or a proportion of the estimated fee, corresponding to how much work was done by us in relation to your property transaction.

6. Payment of our Fees

Our fee invoice is payable when you receive it, and you agree that we may deduct it from any money we hold on completion of your property transaction, such as the proceeds of sale. If not paid after 14 days, we will be entitled to charge you interest, as described in paragraph 15 below.

7. Payments on Account

In the event that you have already provided us with your payment on account please disregard the following information. It will be necessary to obtain certain documentation from third parties such as the Land Registry and search providers in order to process your property transaction.

These third party costs (disbursements) will need to be paid for in advance. Payments on account may be made in the following ways:

- Payments by cheque should be made payable to Convey Law.
- Payments by Credit / Debit Card may be made by telephoning our Welcome Pack Team on 01633 261767.

Please note that it may not be possible for us to make further progress in relation to your property transaction until such time as we receive your payment on account. All payments on account will be allowed for in your Statement of Account upon the conclusion of your property transaction.

8. Stamp Duty Land Tax (SDLT) & Land Transaction Tax (LTT)

Most buyers of freehold or leasehold property must submit a Stamp Duty Land Tax Return to HMRC/Land Transaction Tax Return to the Welsh Revenue Authority, and pay SDLT on the consideration for the purchase within 30 days of the effective date of the transaction. We may agree to submit the tax return for you as your 'tax agent'. We may make a separate charge for this, that will be shown on our Legal Costs Estimate. This fee will not include our charges for dealing with any investigation or enquiry into the tax return by HMRC. If there is such an investigation, or if your transaction is complex, we may also suggest you obtain independent tax advice.

9. Conveyancers Undertakings

If we are asked to give a professional undertaking to help your property transaction proceed (other than an undertaking given in standard conveyancing protocols) we will be entitled to charge you a reasonable fee for providing this personal commitment. This is because such an undertaking is additional activity and is a binding pledge that we will be personally liable to fulfil. It is usually a promise to another lawyer to take a particular action - often to pay money. We may need to ask you for money as security before giving such an undertaking. We will tell you in writing beforehand of any such charge, and whether we will require any money from you in this respect.

10. Commissions

We will tell you in writing if we expect to pay, or receive, a commission, or other benefit, due to your introduction to us as a client, or from introducing you to another person with whom you do business, and what that commission will be. In accepting these terms, you give consent for us to pay or keep such commission or benefit.

11. No special deposit accounts or interest

We are not required to open any special deposit account, or to account to you for any interest that accrues, or ought to accrue, on money received from you, or on your behalf.

12. Your Mortgage Conditions

If you need a mortgage, you will have to sign your lender's mortgage deed and other documents. We will explain these to you, and your liabilities under them. However, it is your responsibility, before exchanging contracts, to comply with the

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terms and conditions in your mortgage lender's offer of mortgage. In particular, you should be aware of how much money may be deducted, withheld or due in penalties, or interest, on early repayment of your mortgage. If you have difficulty in understanding the terms of your lender's mortgage offer, you should ask us to explain them. Otherwise, we will assume that you understand and accept all the terms and conditions of your lender's offer. Unless you have formally accepted your mortgage offer, our request to your lender for your mortgage funds on completion acts as your formal acceptance of the offer of mortgage from your lender. It also brings to any end any 'reflection period' (see paragraph 23 below). Your authority to us to exchange contracts will be treated as confirmation that you wish to proceed with the mortgage and will bring any reflection period to an end.

13. Fees for dealing with the Mortgage

When we deal with the grant or repayment of a mortgage, the lender will require us to carry out certain work for them as well as for you. They normally require you, the borrower, to pay our legal fees for this work. Charges in respect of the legal work undertaken by ourselves in acting for your mortgage lender will be a charge of between £85.00 and £150.00 plus VAT in respect of each mortgage, charge or loan. If your mortgage lender chooses a different conveyancing company to deal with its legal work, it is normal for the lender to require you to pay that other company's separate charges, as well as our fees. We will tell you what the charges will be as soon as we know what they are.

14. Money needed in plenty of time for Completion

Conveyancing transactions can only be completed using money that has been 'cleared' by our bank. This means that the money is actually in our account and is not in the process of 'clearing' between the paying bank and the receiving bank. Giving us a cheque the day before will not work. You must ensure that any money we need from you to complete your transaction is paid to us (from a UK bank account in your name) by direct bank transfer or by cheque so that it can be 'cleared' by the date it is needed. We must receive this money by a specified time, date and method of payment. If payment is made by cheque, this will normally mean it will not 'clear' until noon on the tenth working day (excluding, weekends and bank holidays) after we receive and bank your cheque. If clearance is delayed because you make the payment to us later than agreed, or by inappropriate means, we will not be liable for any further delay or loss that arises from this, for as long as your funds remain uncleared.

15. Payment of our Fees on Completion

It is standard legal practice that the fees and disbursements due to us will be paid and cleared on or before the date of completion. If we hold money belonging to you, we will deduct payment of our invoice from such funds after sending you a statement of account. You agree to this practice by accepting these terms. If we do not hold your money, or not enough of it to pay our invoice, then you must provide us with the required extra money as 'cleared funds' before the date of completion, in accordance with paragraph 14 above.

In the event that a balance remains outstanding for more than 14 days following the date of request of the balance, we reserve the right to charge an administration fee of £200.00 plus VAT if we are required to initiate recovery action to procure the outstanding balance from you.

Interest will be payable at the sum of 15% APR in relation to all sums outstanding from the date requested, to the date of final and complete payment including any surcharges and accrued interest.

Any further legal costs incurred for recovery of the outstanding balance will be charged at the "hourly charging rate", which is presently charged at £150.00 plus VAT.

16. Exchange and Completion

If you are buying a property with a mortgage, we will normally tell you to allow at least **seven working days** between exchange of contracts and legal completion. This is a reasonable time to deal with all the necessary pre-completion searches and formalities (including obtaining cleared funds from your mortgage lender and, if necessary, from you), and to make sure that all parties are fully protected at completion. Your lender will require us to hold all necessary Stamp Duty Land Tax/Land Transaction Tax and Land Registry fees as cleared funds by the proposed completion date, or to delay completion until we have all the money needed.

17. Expedition fee if 5 days or under to prepare

If you tell us to arrange for the completion date to be less than five working days after the date of exchange of contracts, we will be entitled to charge you an extra fee of £100.00 plus VAT for expediting your transaction (taking special steps to act with speed and to co-ordinate with others to do so). In such circumstances, we will not be liable for any losses arising from a delay in completion beyond the specified date, provided we have used reasonable professional skill in attempting to complete on the date set for completion.

18. Check by Certification Bodies

If we operate a practice management system to a quality standard (such as BS EN ISO 9002), the certification body has to check from time to time that our practice conforms to the standard, by inspecting a random sample of clients' files. This process is essential, and is strictly confidential. However, if you object to this, you must write to us and ask us to exclude your

file from the sample.

19. Breakdown of Trust

If the relationship of trust and mutual respect that needs to exist between a lawyer and a client irretrievably breaks down and we cannot reasonably obtain instructions from you, then we can ask you to appoint alternative legal representatives and we will take no further steps for you on the transaction, provided that in doing so your transaction is not seriously prejudiced. If we stop acting for you in this way, paragraph 5 of these conditions will apply and we will send you an invoice for our fees and charges applicable for work undertaken until that point.

20. Client Confidentiality & the NCA

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

21. Complaints or Difficulties

We are committed to investigating all service issues and complaints promptly, in order to determine their validity, cause, effect and the opportunity for future prevention. We keep a record of all service issues and 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, as detailed in the accompanying Transaction Guide, 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.

A copy of our complaints procedure is available on our website [Convey Law Complaints Procedure](#).

If you are not satisfied with the outcome of our Complaints Procedure, then you have the right to complain to the Legal Ombudsman. You must make such a complaint to the Legal Ombudsman within six years from the date of the act or omission arising and three years from the date that you should reasonably know that there are grounds for complaint.

You may also refer your complaint to the Legal Ombudsman if we have not resolved your complaint within 8 weeks of the complaint being made. You can contact the **Legal Ombudsman** at www.legalombudsman.org.uk, tel: 0300 555 0333, or by post to PO Box 6806, Wolverhampton, WV1 9WJ. Your complaint can be referred to the Ombudsman at any time up to 6 months after receipt of our written response to your complaint. If you make a valid claim against us for a loss arising out of work for which we are legally responsible, and we are unable to meet the liability in full, you may be entitled to claim from the compensation fund administered by the **Council for Licensed Conveyancers** of 131 Finsbury Pavement, Finsbury, London EC2A 1NT (further details at www.conveyancer.org.uk) Alternative complaints bodies exist such as **ProMediate** (www.promediate.co.uk) tel: 0203 621 3908, should both you and our firm agree.

22. Financial Services and Title Insurance

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activities, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by The Council for Licensed Conveyancers. The register can be accessed via the Financial Conduct Authority website at <https://register.fca.org.uk/>. Furthermore, if you make a valid claim against us for a loss arising out of work for which we are legally responsible, and we are unable to meet our liability in full, you may be entitled to claim from the Compensation Fund administered by the Council for Licensed Conveyancers from whom further details can be obtained upon request.

For further details in this respect, please contact our Legal Director/Insurance Manager, Mr Phill Edwards, who is responsible for our regulatory and compliance responsibilities in this respect.

In certain circumstances it may be necessary for us to implement Indemnity Insurance in relation to your property transaction. For instance, in the event that planning or building regulation consents have not been obtained Indemnity Insurance may be available

in this respect. Whilst we will endeavour to advise you as to which type of Indemnity Insurance to place into effect in relation to your property transaction, no warranty is given by Convey Law as to the effectiveness of any indemnity policy implemented in this respect.

In the vast majority of cases legal Indemnity Insurance will be limited in so far as it only provides insurance that covers adverse legal consequences arising. Any Indemnity Insurance policy will be limited and should not be viewed as a complete answer to the potential problems that may arise.

For instance, Building Regulations Indemnity Insurance may cover the legal costs surrounding the lack of formal Building Regulation documentation but the policy will not provide any guarantee that the building has been built to the appropriate Building Regulation standards and that it is structurally sound.

It is vitally important that you take the time to read the provisions of any Indemnity Insurance policy that is provided throughout the course of your property transaction. In the event that you require further clarification or assistance in this respect please do not hesitate to contact us.

23. The Consumer Contracts (Information, Cancellation And Additional Payments) Regulations 2013

In the event that we have not met you in person (instructions and signing of the documentation is taking place by mail), the terms of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may apply to your transaction.

The terms of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may apply to your transaction where you have the right to cancel your instructions without any cost to you within 14 calendar days of receipt of this communication. You can cancel your instructions by contacting us by post, fax or email to this office. However, under the Regulations, you cannot cancel your instructions once you have agreed that we should start work on your behalf. During our initial telephone conversation, you provided us with verbal confirmation of our instructions to act on your behalf and a bespoke file has been created in relation to your property transaction. Should you decide to disinstruct us at this stage, then a cancellation fee of £100.00 inclusive of VAT will immediately become payable, as discussed during our initial telephone conversation. By signing and returning our Welcome Pack documentation you are further confirming our ability to start work for you immediately and to utilise any monies received from you to pay for searches and other legal products required to process your transaction. The Cancellation Regulations normally apply to the provisions of services within 30 days and it frequently takes longer to complete a property transaction, particularly where a chain of transactions is involved.

The Consumer Protection from Unfair Trading Regulations (as amended), which regulates transactions between traders and consumers and prohibits trading practices that amount to unfair commercial practices and misleading acts and omissions also apply to your property transaction.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. letter sent by post, fax or email). You may use the model cancellation form (as set out below), but this is not obligatory:

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the provision of the following conveyancing of *[insert address of sale and/or purchase property]*, received on *[enter date of the covering letter]*.

Name of consumer(s), Address of consumer(s),

Signature of consumer(s) *[only if this form is notified on paper]*, Date. *[* Complete as appropriate]*.

24. Effects of cancellation

If you cancel this contract, we will repay to you all payments received from you, subject to payment of any outstanding invoices and excluding costs incurred by us for the work completed on your transaction at the point of cancellation.

We will make the repayment without undue delay, and not later than 14 days from the day on which you tell us that you have decided to cancel this contract. We will make the repayment to you using BACS transfer or bank transfer, unless you have expressly agreed otherwise; in any event, we will not charge you for making the repayment.

However, the nature of conveyancing work is such that we will need to start work, and therefore incur charges on your behalf before the cancellation time period has expired. During the initial telephone consultation you agreed that we will begin work on your file immediately and any costs for work completed on your transaction or third party costs will not be repaid to you if you subsequently cancel the contract.

25. Our Regulator

We are regulated by the **Council for Licensed Conveyancers (CLC)**. You can find full details of the CLC Regulations at **www.clc-uk.org**. We are insured by insurers who have joined the CLC's Participating Insurers Agreement, such as the Society of Licensed Conveyancers Policy Scheme. We are neither qualified nor insured to advise you on your financial arrangements, the structure of the property, the tax implications, or other aspects of the law that is not directly related to conveyancing. You will need to instruct an appropriate specialist if you need advice in such areas, such as a Financial Adviser, Surveyor, or Tax Adviser.

26. Criminal Finances Act 2017 Statement of Compliance

As a firm, we value our reputation for ethical behaviour and for financial probity and reliability. We recognise that over and above the commission of any crime, any involvement in the facilitation of tax evasion will also reflect adversely on our image and reputation. We do not tolerate tax evasion, or the facilitation thereof in any circumstances, whether committed by or facilitated by a client, personnel or associated persons/companies.

We are committed to fighting tax evasion and have rigorous policies and procedures in place to detect and prevent the facilitation of tax evasion offences. We provide regular training on the requirements of the Criminal Finances Act 2017 to all personnel.

We require all personnel to demonstrate the highest standards of honesty at all times and appropriate disciplinary action will be taken wherever tax evasion or the facilitation thereof by any personnel has been proven. We undertake due diligence on all associated persons/companies to mitigate the risk of facilitation of tax evasion offences and, as part of our due diligence procedures, all agreements with third parties contain suitable provisions to enable termination of such agreements where associated persons/companies are not complying with the provisions of the Criminal Finances Act 2017.

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 on our website 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 and set out on our website.