



# Terms of Engagement

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Help us to work together and make it clear from the outset what we can reasonably expect from each other



**We are required by our regulator, the Council for Licensed Conveyancers, to provide you with our written terms of engagement - business when we agree to act on your behalf.**

These terms of engagement help us to work together and make it clear from the outset what we can reasonably expect from each other. They explain our duties and the basis upon which we provide our services to you. We hope you find them clear and fair. By signing your Welcome Pack, you are accepting our terms of engagement.

Should you require any additional information or assistance in relation to our terms of engagement, your legal fees or in relation to your property transaction, please do not hesitate to contact us.

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## 01 How to Work Well with Us

**To ensure that your transaction progresses 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 and Terrorist Financing (Amendment) Regulations 2020 ('the MLR');
- That any money due to you will be paid by CHAPS 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 records of your transaction being destroyed after six years on a sale transaction, and fifteen years on a purchase or remortgage transaction, without further reference to you;
- To us dealing with your transaction as an electronic file. You agree that we can store your file in our permanent electronic archival record after completion for the retention periods as stated above;
- To confirm that you provide us instruction to complete work on your file during the 14-day cooling-off period under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, and therefore fees for the work undertaken would be payable should you cancel the instruction during the 14-day cooling off period;
- Not to contact us to request progress reports more frequently than is reasonable or necessary; and
- Generally, to cooperate with us, and to recognise that failure to comply with these terms will cause additional work for us and cost to you.

## 02 Non-Conveyancing and Non-Legal Advice

Convey Law is a specialist property law practice, qualified and regulated to advise on conveyancing law only. 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, 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.



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## 03 Our Fees and Disbursements

### Our Legal Fees

We appreciate that clients are concerned about the costs of legal services. We will endeavour to keep the legal costs and disbursements 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 is 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.

Your Legal Cost Estimate is not a quote, but is intended to act as an estimate of the likely legal charges to be incurred by you in relation to your property transaction.

We are 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 a written estimate of the fees, disbursements, any other costs and VAT that are expected to apply to your transaction, or the work carried out for you.

### Fee Changes

Sometimes we will have to change our Legal Cost Estimate. This might be because:

- 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 as soon as possible. Should you disagree with the change in fees, you should write to us promptly with your given reasons.

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

Additional conveyancing charges will be calculated at a rate of £200.00 plus VAT per hour (the "hourly rate") plus a £20.00 plus VAT fee 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 subject to a minimum of £50.00 plus VAT.

### Disbursements

Fee estimates usually refer to 'disbursements'. These are payments we expect to make on your behalf to third parties during a transaction. There may be significant expenses, such as Stamp Duty Land Tax, Land Registry and search fees.

Disbursements are charged to you at the same cost as we pay the third party. Our Statement of Account will set out disbursements separately from the professional fees. In addition, there will often be some unexpected costs, searches, insurances or other disbursements and we will tell you about these charges if they arise.

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. 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.





## Payment on Account

You may be asked to provide payment on account, either for disbursements at the start of the transaction or at any time during the transaction, especially if it is, or is likely to become, unusually lengthy, complicated or expensive.

## Statement of Account

Once we are in a position to proceed to exchange and completion, we will provide you with a Statement of Account which details the income and expenditure in respect of your property transaction. This will be prepared with the information that is to hand at the time the document is prepared.

Our Statement of Account will be sent to you prior to exchange of contracts and any outstanding amounts will be required to be paid to us at least 2 working days before completion. 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.

Convey Law reserves 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.

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

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.

## Delayed Payment

If you delay in making payment for the monies owed to us, by 30 days or more, then we may charge you daily interest. This will be at the rate of 2% per month, or part month, compounded monthly, from the date of the Statement of Account until the date we receive the outstanding money from you as cleared funds.

If 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 to initiate recovery action to obtain the outstanding balance from you.

Interest will be payable at the sum of 8% 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 £200.00 plus VAT.

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.

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.



## Payment in Time for Completion

We are only able to complete your transaction if the money has 'cleared' in our bank account. 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.

You must ensure that any money we need from you to complete your transaction is paid to us by direct bank transfer 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 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 un-cleared.

## Expedited Fee

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 completion. This is a reasonable time to deal with all the 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 and Land Registry fees as cleared funds by the proposed completion date, or to delay completion until we have all the money needed.

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 additional fee of £100 plus VAT for expediting your transaction, taking special steps to act with speed and to coordinate with others to do so.

We will inform you in writing of this additional fee before we exchange contracts. 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.

## Payment Methods

### • Credit/Debit 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 and these payments be either be paid over the phone by calling your conveyancer directly or via our online portal.

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.

### • Telegraphic Transfers

It is our policy to telegraphically transfer funds to mortgage lenders in order to redeem mortgages, to seller's solicitors for the transmission of purchase monies and to HMRC for the payment of Stamp Duty Land Tax, upon the completion 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, as outlined in your Legal Cost Estimate, will be charged in respect of each telegraphic transfer. Telegraphic transfers 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.



- **Cash Payments**

Please note that cash payments of £500 or over will not be accepted by us in any circumstance.

For cash payments of less than £500, we will charge an additional fee in the sum of £60.00 plus VAT. This additional fee will be payable immediately upon receipt of the cash payment from you. This fee is 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.

## Third-Party Payments

We are subject to Anti-Money Laundering Regulation and therefore must check your identification carefully. We can only accept payments from you and cannot accept payments 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 reserve the right to charge an additional fee in this regard. 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.

## Foreign Payments

Please note that for anti-money laundering purposes, we will not accept payments from, or make payments to, bank accounts outside of the United Kingdom.

## 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.

## Aborted Transaction Fees

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

## Marketing/ Commission Fees

Please note that the person who has introduced you to ourselves may be entitled to a marketing fee from us in this respect. 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 to undertake Local Authority, Environmental and other Personal Searches on our clients' behalf. We do so 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 marketplace. 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. However, please note that an additional charge may be levied by us in this respect. If 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.

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.

## 04 Complaints Procedure

Our aim is to provide a service of the highest possible standard at all times. We are committed to investigating and resolving complaints and service issues quickly and effectively.

Our complaints procedure differentiates between service issues which may be dealt with on an informal basis and more serious formal complaints.

### Complaints Process

#### Conveyancer 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 these issues with your Conveyancer, either in writing or by telephone, in the first instance.

Upon receipt of your communication, your Conveyancer will discuss the issues raised and will look to agree a resolution plan with you as quickly as possible - during the same working day whenever possible.

#### Supervisor Intervention

In the event that you have exhausted the issues you have with your Conveyancer and you are not satisfied that any proposed resolution plan is being followed, please escalate your complaint.

All complaints or service issues should ideally be directed through our website at: [www.conveylaw.com/complaints](http://www.conveylaw.com/complaints)  
Alternatively you may contact us by letter or telephone.

Upon receipt of your complaint a Conveyancing Supervisor will be allocated to assist you and will contact you by telephone on the same day as we receive your complaint if possible. The Conveyancing Supervisor will ascertain the issues that need to be addressed and will work with you and your Conveyancer to implement a satisfactory resolution plan.







Wherever possible a written resolution plan will be emailed to you within 48 hours detailing the agreed course of action to alleviate the issues raised and a clear pathway on the future progression of your transaction.

## Conveyancing Manager or Legal Director Intervention

In the unlikely event that the Conveyancing Supervisor has not been able to manage or resolve the issues or complaint we may appoint a Conveyancing Manager or Legal Director to review your case.

All complaints and service issues are recorded in our Complaints Portal. Complaints are reviewed regularly to ensure that we learn from the issues raised moving forward.

## Formal Complaints Process

### Formal Complaint - Stage A

In the event that our initial Complaints procedure has been extinguished and the issues raised have not been resolved, the following procedure will be adopted:

1. A Conveyancing Manager - Supervisor or Legal Director will request that you outline your complaint to us in writing.
2. We will acknowledge receipt of your complaint by email within 5 working days and record your complaint in our Complaints Portal; we will confirm the contact details of the person dealing with your complaint and request any additional information from you.
3. Within 20 working days of receipt of your initial complaint, we will email you with a report detailing our investigation of your complaint, with suggestions for resolution wherever possible. Where we are unable to meet these timelines, we will update you on the reasons for any delay. Our report will include a clear explanation of our assessment and decision on the complaint and any offer of remedial action or redress where a complaint is upheld. You will also be given the opportunity to discuss the issues raised with the individual dealing with your complaint. Our response will include details of our Complaint Handling Appeal Procedure (Stage B below) and information on your Right to refer to the Legal Ombudsman (Stage C below).

### Appeal Process - Stage B

In the event that you are still not satisfied, please notify us of your dissatisfaction in writing. We will email you to confirm that the matter will be escalated to a Conveyancing Manager or Legal Director for adjudication.

We will look to discuss the issues of discord with you. An appeal decision report will be provided to you within 20 working days of receipt of your appeal.

### Formal Complaint - Stage C

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

The Legal Ombudsman will not deal with your complaint until 8 weeks have elapsed since the implementation of our formal complaints procedure. The Legal Ombudsman deals with service related complaints only and will refer any conduct related complaints to The Council for Licensed Conveyancers.

You will need to complain to the Legal Ombudsman within 6 months of receiving our final response at Stage A or within 6 years from the date of the act or omission giving rise to the complaint or within 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).



However, please note that from 1 April 2023 these time limits are changing. From the 1 April the Legal Ombudsman expects complaints to be made to them within a year of the date of the act or omission about which you are concerned or within a year of you realising there was a concern. The requirement to refer your concerns to the Legal Ombudsman within six months of our final response to you remains the same.

The contact details for the Legal Ombudsman are as follows:

**Tel no: 0300 555 0333 | Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)**

**Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)**

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

## Conclusion

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 complaints thoroughly and expeditiously and provide a pragmatic solution to the issues raised wherever possible.

## 05 Mortgages

### 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 Terms and Conditions in your mortgage lender's Letter of Offer. In particular, you should be aware of how much money may be deducted, withheld or due in penalties, or interest, on early repayment 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 by your lender. It also brings to end any 'reflection period'. Your authority to us to exchange contracts will be treated as confirmation that you wish to proceed with the mortgage, and will bring the reflection period to an end.

### Our Mortgage Fee

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. If this happens, we will give you a written estimate of the lender's legal fees that you will have to pay. Often this is set out in the lender's offer of mortgage to you.

If your mortgage lender chooses a different conveyancing firm to deal with its legal work, it is normal for the lender to require you to pay that other firm's separate charges, as well as our fees. We will tell you what the charges will be as soon as they are available to us.

## 06 Stamp Duty Land Tax (SDLT) or LTT (Wales)

All property purchase transactions, subject to a few exceptions, are subject to scrutiny by HM 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.





## Stamp Duty Land Tax Return

Most buyers of freehold or leasehold property must submit a Stamp Duty Land Tax Return (or in Wales, a Land Transaction Tax Return) to HMRC/ WRA, and pay SDLT/LTT on the consideration for the purchase within 14 days of the effective date of the transaction.

We agree to submit the tax return for you as your 'tax agent'. The Stamp Duty Land Tax Return will be sent to HMRC/ Welsh Revenue Authority, following legal completion of your property transaction electronically. An additional fee will be payable for the use of this electronic SDLT submission facility.

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.

In order to prepare the documentation, we require the following information from you:

a) Name of the Lead Purchaser. If you are a sole proprietor you will be named as the Lead Purchaser. If there are joint purchasers of the property HM Revenue and Customs have suggested that the Lead Purchaser should be the person whose net earnings are the greatest.

b) We will require the Lead Purchaser's National Insurance number for the Land Tax Return.

It will not be possible for us to register your interest in the property without receiving from HMRC/ Welsh Revenue Authority a Land Tax Certificate. We will pay any tax due by telegraphic transfer.

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

## 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 (SDLT)

You'll pay:

- Nothing on the first £250,000 of the property price
- 5% on the next £675,000
- 10% on the next £575,000
- 12% on the rest (above £1.5 million)

If you are buying your first home, you can claim a discount on the SDLT fees that you pay. First time buyers will have no SDLT payable up to £425,000 and 5% payable of the portion from £425,001 - £625,000. If the purchase price is over £625,000 you cannot claim the discount and the usual SDLT rates will be payable.

### Residential Properties in Wales (LTT)

You'll pay:

- Nothing on the first £225,000 of the property price
- 6% on the portion over £225,000 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.





## Additional Charges

A considerable amount of work is involved 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 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, 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 will apply as per our standard additional charging rate. In the majority of cases, completion of Land Tax Returns will not amount to an additional charge in excess of £100.00 plus VAT.

## Stamp Duty Land Tax 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 or 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 15 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.

## 07 Protecting yourself from Property Fraud

### What is Property Fraud?

Property fraud is on the rise and fraudsters may use a number of methods to impersonate yourself or others in the Conveyancing Transaction to either try to sell or mortgage your property or steal money from you. It is important that you remain vigilant and report any suspicious emails, letters or other communications to your Conveyancer immediately.

There are a number of ways you can protect your property from fraudsters and we have provided more information for you below of our services available and guidance on how to remain safe:



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## Our Bank Details will NOT change

We will never provide our bank details to you over email and we will not change our bank account details without informing our Regulators at the Council for Licensed Conveyancers, [www.clc-uk.org](http://www.clc-uk.org).

Our bank details can be found in your Online Conveyancing Portal or within your Welcome Pack documentation if you have received a Paper copy of our Welcome Pack in the post. Do not under any circumstances transfer funds to another account believing it to be ours. Please telephone us prior to transferring funds to verify our bank details.

## Do NOT post on Social Media

We cannot stress how important it is that you maintain security in relation to your property transaction. Please do not broadcast transaction details including property details, our involvement or completion dates online on Facebook or other forms of social media. Fraudsters will look to match your profile by reference to this information.

## Ensure your Email Account is secure

Please ensure that you have adequate email security and firewall protection to prevent others hacking your email account. We have seen in recent times an increase in fraudsters gaining access to clients email accounts, locating information on your property transaction and using this information to pretend to be your conveyancer and advising bank details have changed and where your funds should be sent. Please contact us immediately before transferring any funds and advise us if you receive any suspicious emails that you believe may be fraudsters throughout the course of your transaction.

## Proof of Identity Restriction

We would recommend that we register a Proof of Identity Restriction on your property at the Land Registry. A Proof of Identity Restriction can help prevent fraudulent activity on your property as a Conveyancer or Solicitor will need to confirm that any application to the Land Registry was made by you, the property owner, protecting you against identity fraud. Our fees to register a Proof of Identity Restriction at the Land Registry against your property on completion of your transaction are £125.00 plus VAT for a purchase transaction or £95.00 plus VAT for a Remortgage transaction. Please provide us with your instructions to proceed.

## Property Alert Service

The Land Registry Property Alert Service enables property owners to monitor activity on up to 10 registered properties in England and Wales. You don't have to own the property, so you could monitor the property of an elderly relative for example.

To sign up to the Property Alert, visit: [www.gov.uk/property-alert](http://www.gov.uk/property-alert)

Alerts are normally sent by email. You will receive an alert about activity at the Land Registry against the property, i.e. the attempted registration of a mortgage or the attempted sale of the property. Suspicious alerts will sanction your immediate action.

## 08 Conveyancers Undertakings

If we are asked to give a professional undertaking to help your 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 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 an undertaking. We will tell you in writing beforehand of any such charge.

By instructing us 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.





## 09 Breakdown of Trust

If the necessary relationship of trust and mutual respect 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. 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, we will send you an invoice for our fees and charges until that point.

## 10 Respect

The client and Convey Law agree that mutual respect between our staff and yourself will be maintained at all times throughout the transaction. Behaviour that is hostile, humiliating or intimidating including abusive language, behaviour and derogatory or defamatory comments will be deemed unacceptable and will not be tolerated. Convey Law reserve the right to dis-instruct any client that displays this behaviour.

## 11 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.

## 12 Copyright

We retain copyright and all other intellectual property rights in respect of 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 licence 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 we may, on giving you notice, revoke that licence and only re-grant it to you once full payment has been made.

## 13 Confidentiality

### National Crime Agency

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.

### Other Parties





We may record all telephone calls and these may be used for training purposes. Any information disclosed by you to us cannot be disclosed to a third party without your permission and we have a legal obligation to protect your information as set out in the Data Protection Act 2018 and the Regulations.

We may be asked by the Estate Agent or other third party e.g. lenders, solicitors, brokers, our indemnity insurers, regulatory bodies, the police, etc, to share information with them.

We may also publish progress of your transaction on an online Case Tracking website. You are consenting to this arrangement and authorising us to pass on information on the progress of your transaction, which may be controlled by the Data Protection Act 2018, to a third party. You also consent to your rights of confidentiality and legal professional privilege being waived, if information on your file of papers is requested by such third parties.

We will always act in your best interest and independently of any third party. If any conflict of interest arises, we will advise you immediately and may have to cease acting.

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

## 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 updates to our service, opening hours or other general information relevant to you using our service. You agree that we may use your contact details in this way when you sign your Welcome Pack. Please inform us if you do not wish to be contacted in this respect.

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. Please inform us in the event that you do not want your file to be outsourced.

## 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.

## 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 us acting for you and where 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.





## 14 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 willful 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. However, 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. Details of the limit of our Professional Indemnity liability are available on request.

Convey Law is a limited liability company. This means that the company's 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.

## 15 Financial Services and Title insurance

We are not authorised by the Financial Conduct Authority. However, we are included in the register maintained by the Financial Conduct Authority ([www.fca.org.uk/firms/financial-services-register](http://www.fca.org.uk/firms/financial-services-register)) so that we can carry on Insurance Mediation Activities. This involves broadly advising on, selling and administration of insurance contracts including defective title insurance. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Council for Licensed Conveyancers.

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 and Head of Legal Practice, Laura Burkinshaw, who is responsible for our regulatory and compliance responsibilities.

### Indemnity Insurance

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.





## Insurance Suppliers

If it is necessary during the course of your conveyancing transaction for any defective title insurance to be put in place, note that we only arrange such insurance through a limited group of suppliers, and we are not contractually obliged to conduct Insurance Mediation Activity in this way.

We will not give advice on the basis of a fair analysis of the market, and on request we will provide you with the list of insurance agents or companies that we deal with, and who we choose from.

We do not have any holding, direct or indirect, representing more than 10% of the voting rights or of the capital in an insurance undertaking.

No insurance undertaking or parent of any insurance undertaking has a holding, direct or indirect, representing more than 10% of the voting rights or of the capital in our firm.

## 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.

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](http://www.fscs.org.uk).

## 16 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 provide us with your written instructions in this respect.





## 17 Cancellation

### The Consumer Contracts (Information, Cancellation and Additional Payments) Regulations 2013

If we have not met you in person (i.e. instructions and signing of the documentation is taking place electronically), 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 or email to this office.

However, in accordance with the Regulations, if during the 14 day cooling off period you have agreed for work to begin on your behalf, you will be charged for any work which has been completed during this time if you then decide to cancel your instruction. 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 dis-instruct us at this stage, then a fee for work which has been undertaken will immediately become payable, as discussed during our initial telephone conversation.

In agreeing to these Terms of Engagement, 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 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), Date [only if this form is notified on paper]. [\* Complete as appropriate].

### Effects of Cancellation

If you cancel this contract, we will repay to you all payments received from you less any fees for the work we have already undertaken and which will be confirmed to you in writing. 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.

In agreeing to these Terms of Engagement, you expressly request us to start working on your case during the cancellation period, and that you agree that we will incur third party costs on your behalf, and that these costs will not be repaid to you if you subsequently cancel the contract.



## 18 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.



## 19 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](http://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 are not directly related to conveyancing.

You will need to instruct an appropriate specialist if you need advice on these areas, such as a Financial Adviser, Surveyor, or Tax Adviser.

## 20 Criminal Finances Act 2017 Statement of Compliance

As a practice, 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.

## 21 Green Deal Scheme

The Green Deal Scheme is a government initiative to allow for a loan on a property for the improvement of its energy efficiency. The loan is repayable on a monthly basis, with the power bills on the property, and runs with the property unless it is repaid on the sale or transfer of the property.

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 or 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, and will include details of the repayment amount, the unexpired term of the loan and details of the loan provider.





The seller must ensure that the Contract for Sale includes an acknowledgment by the purchaser that they have received notice of the loan on the property and that the bill payer at the property is liable to make payments under the green deal plan, and 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 instructing us, you are providing authority for us to make any such disclosure to your mortgage lender.

Convey Law offers 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.

We will charge an additional fee for advising and dealing with issues or repayment of any Green Deal loan, which will amount to £125.00 plus VAT or a proportion thereof, dependent on the amount of work undertaken by Convey Law in this respect.

## 22 File Archive

We are required to retain a copy of your file for a period of up to 6 years for sale transactions and a period of 15 years for purchase and remortgage transactions. 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.

### Electronic File Archive Facility

All client files and documentation are scanned and kept within our Electronic File Archive Facility to ensure the information is securely stored and retained as per our file retention periods as detailed above. Electronic copies of your transaction file are useful for future reference. Clients have the option of paying a fee on completion of £45.00 plus VAT to receive an electronic copy of their Title Documents following completion. Alternatively, clients may request a copy of their file of papers from our Electronic File Archive facility at any point in the future at a cost of £150.00 plus VAT per file.

Please note that it can take anywhere from 6-12 months following completion of your transaction for your file to be scanned and sent to our Electronic File Archive facility. The timescale depends on the type of property and the Land Registry turn around times. We ensure these processes and procedures are in line with the Transaction File Code and Guidance of the Council for Licensed Conveyancers.

## 23 Charity Lotto Policy

All of our clients have the opportunity to enter into the Conveyancing Foundation Charity Lotto, which is designed to generate revenue for our favourite charities and to offer you the opportunity to win the £500.00 monthly prize draw. The Charity Lotto has helped to raise hundreds of thousands of pounds for charity over recent years and your contribution will be gratefully received.

Convey Law nominated charities include the Ty Hafan Children's Hospice and the Mindstep Foundation and such other charities or good charitable causes that the staff and Directors of Convey Law may decide to support from time to time. Charities and charitable causes must be approved by the Conveyancing Foundation in accordance with the guidelines of its charitable status.



The Society of  
Licensed Conveyancers





## How it works:

- The client chooses to purchase a single entry into the Competition upon completion of their property transaction.
- The Competition winner is announced at the start of each month in respect of the previous month's entries.
- The winner receives a £500.00 payment directly from the Conveyancing Foundation Charity Lotto fund.
- Client donations help to raise thousands of pounds for wonderful charities each month.

You can choose to 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. You can contact Convey Law directly or speak to your Conveyancer about your preferences.

The cost of a single entry into The Conveyancing Foundation Charity Lotto is £1.00. In addition to the £1.00 entry fee is a £9.00 donation, made by you, to The Conveyancing Foundation (Registered Charity no.1161310). The £9.00 charity donation whenever possible, 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 their 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 ask to use your details and quotes to help promote our nominated charities and the Conveyancing Foundation Charity Lotto to other clients and our business contacts. By entering the competition, you are consenting to us potentially promoting you winning the competition and providing the Conveyancing Foundation with your details and contact information in order to facilitate the prize draw and the collection of Gift Aid on your donation.

## 24 No Move - No Fault - No Legal Fee Product Policy

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 payable if 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, 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.

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.

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 at the start of your transaction.

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	£60.00	plus VAT
Sale Transactions	£500.00	£60.00	plus VAT
Sale and Purchase Transactions	£1000.00	£120.00	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.

## 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 No Move - No Fault - No Legal Fee Product

As stipulated above, the Product will only apply where your transaction fails to complete through no fault of your own or for reasons of a legal nature, so long as we are instructed to act on your behalf on the next transaction. The Product does not apply where 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.

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 your inability to repay the mortgage on the property or due to 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 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.
5. 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

For all transactions which do not proceed to completion and the No Move - No Fault - No Legal Fee Product applies, the policy will automatically be applied to your transaction by our Debt Recovery Team.

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.

If 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 reserves 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, email or telephone call made or received.

## No Completion – No HMLR 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 charge will be levied by Convey365 Ltd in relation to any Land Registry 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 costs will be payable by you in this respect.





## 25 Data Protection Act & Money Laundering Regulations

In accordance with the requirements of the Data Protection Act and the Money Laundering Regulations, we confirm Convey Law is the data controller and Phillip Edwards is the nominated representative/data protection officer.

To comply with anti-money laundering and counter terrorist financing requirements, we are likely to ask you for proof of your identity and may conduct searches or enquiries for this purpose. We may also be required to identify and verify the identity of other persons such as directors or beneficial owners. If you or they do not provide us with the required information promptly, your matter may be delayed.

We may make checks using online electronic verification systems or other databases as we may decide in order to comply with our obligations under anti-money laundering and counter terrorist financing regulations.

We will only process any documentation or personal data received from you in respect of client due diligence for the purposes of preventing money laundering and terrorist financing unless (a) use of that data is permitted by or under any enactment or (b) you give your express consent for the documentation or personal data to be used for other forms of processing.

## 26 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 UK General Data Protection Regulations ("GDPR") came into effect on 25th May 2018 and placed 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 of Engagement (Transaction Guide document).

Convey Law have appointed our Legal Director, Mr Phillip 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](mailto: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 telephone 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 email/letter correspondence and telephone 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
Bank Details for remittance of Sale Proceeds	Bank Details to evidence source of deposit Proof of Identification Documentation
Intended Use of Property	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 needs 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
- The Welsh Revenue Authority
- Conveyancers acting on the other side
- Asking an independent Barrister or Counsel for advice; or to represent you
- Contracted suppliers
- External auditors or our regulator e.g. Legal Eye, CLC, ICO etc
- Bank or Building Society; or other financial institutions
- Insurance companies
- Providers of identity verification
- Any disclosure required by law or regulations; such as the prevention of financial crime and terrorism
- If there is an emergency and we think that you or others are at risk

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 6 years on a sale transaction and 15 years on a purchase or remortgage transaction 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](mailto: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 Phillip Edwards at Maxwell Chambers, 34-38 Stow Hill, Newport, South Wales, NP20 1JE or alternatively, [datacompliance@conveylaw.com](mailto: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:	To Provide an Estimate	Contractual
Title, Full Name, Address details	Processing your property transaction	Contractual
Contact telephone numbers,	Complying with Contract with you	Contractual
E-mail addresses	Internal data analysis Advising you of our other services Retaining documents to process e.g. deeds Compliance with legal and regulatory obligations	Legitimate Interests Consent* Contractual Legal Obligation
Date of Birth and Occupation	Processing your property transaction Complying with Contract with you	Contractual Contractual
National Insurance Number	Processing your property transaction Complying with Contract with you	Legal Obligation Contractual
Driving Licence/Passport Number	Processing your property transaction Compliance with legal and regulatory obligations	Contractual Legal Obligation
Proof of Identification Documentation and	Processing your property transaction	Contractual
Evidence of Signature	Compliance with legal and regulatory obligations	Legal Obligation
Bank Details for outgoing payments, e.g. remittance of Sale Proceeds	Processing your property transaction Compliance with legal and regulatory obligations	Contractual Legal Obligation
Bank Details for incoming payments, e.g. Deposit Payments	Processing your property transaction Compliance with legal and regulatory obligations	Contractual Legal Obligation

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

We will only process any documentation or personal data received from you in respect of client due diligence for the purposes of preventing money laundering and terrorist financing unless (a) use of that data is permitted by or under any enactment or (b) you give your express consent for the documentation or personal data to be used for other forms of processing.

## Conclusion

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

Should you require any additional information or assistance in relation to the Terms of Engagement, your Legal Cost Estimate or in relation to your property transaction, please do not hesitate to contact us.

We accept signature of your Welcome Pack as consent to the Terms of Engagements outlined in this document.

