

General Terms of Business

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE

1. MATTERS WHICH YOU ARE TO DO

- (i) to provide us with written confirmation of any variation of your original instructions
- (ii) to respond promptly in writing to any request for instructions you may receive from us
- (iii) to provide us with evidence of your identity
- (iv) to take whatever steps we may request to comply with current money laundering regulations and
- (v) generally to co-operate with us

2. HOURS OF BUSINESS

Our normal business hours are:

- Monday to Thursday between 9am and 5pm
- Friday between 9am and 4pm
- Saturday morning appointments can generally be arranged if essential

If for any reason you encounter difficulty in making an appointment during normal working hours, please contact us to discuss the possibility of making special arrangements.

3. THE FEES

As a firm, we continually strive for premier customer service and clarity on the progress of files and fees. Please note that the original estimate may increase if it becomes obvious that significant additional and unforeseen work comes to light, as we investigate matters and progress through the conveyancing process. For the sake of clarity, the estimate is based on:

- Information originally supplied to the firm.
- A standard transaction with no significant unforeseen or unusual matters arising, including for example (but not limited to) where Solar Panel Leases are involved / Septic Tanks are present / Negative equity situations etc as described in this [link](#) which will open a PDF.



**Potential (unforeseen)
additional fees**

We will always contact you in advance, to explain if any additional work comes to light so you are fully aware.

4. VAT

We are registered for VAT then all fees and appropriate expenses will have VAT added at the current rate for the time being in force.

5. MONIES ON ACCOUNT

We may ask for a payment on account either at the start of the matter or during its progress. This is a common practice when expenses will be incurred, for example local search or where the matter is likely to be complicated or lengthy.

6. FINANCIAL

The matter can only be financed using funds cleared through our account. You must ensure that any sum needed from you is paid to us either by cheque or bankers draft at least five clear working days before it is needed, unless you make payment direct to our account by means of an electronic transfer. If it is delayed because you provide funds after the specified time or by inappropriate means then we will not be held liable for any direct or consequential losses for as long as the funds remain uncleared.

7. STAMP DUTY LAND TAX (SDLT) OR LTT (WALES)

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 will submit the tax return for you as your "tax agent". We will make a separate charge for this, that is shown on our fee estimate. This fee will not include our charges for dealing with any investigation or enquiry into the tax return by HMRC. If there is such an investigation, or if your transaction is complex, we may also suggest you obtain independent tax advice.

8. EXPENSES

The estimate will refer to expenses which are based on figures supplied by you. Third parties may alter their fees at regular intervals and we will notify you in writing of any changes. Sometimes we will need to make further searches or payment for documentation, which we will not know about until we receive documentation. The expenses are incurred on your behalf during the course of the matter. It is rarely possible for us to know at the outset all expenses that may arise but the financial statement will show the items separately from any fees. Where the expense is fixed, for example the local search fee then the actual cost will be charged. Your acceptance of these terms shall constitute your agreement for us to incur the expenses (including repeat expenses) which, in our judgment, are necessary to protect you or your lender's interests.

9. ABORTIVE FEES

If for any reason the matter fails to complete we will assess the value of the work carried out and will charge our fees together with third party expenses already incurred although you will be credited for sums paid on account. Such fees and expenses are for immediate settlement unless otherwise agreed in writing. If unpaid after seven days interest as set out in term in the document may be applied.

The abortive fees are outlined below and represent a reflection of the work carried at each of the key stages, and it is worth noting that for a Sale, that if the file does go abortive at the 'sent contract' stage and then another buyer is found, then the work we will have carried by that point can be utilised for the new buyer and so no abortive fee would be incurred assuming the file progresses to full completion.

Purchase		Sale	
Opened file - no searches	20% *	Opened file	20% *
Searches reported	50% *	Sent contract	50% *
Enquiries raised with the other side	75% *	Replies to enquiries	90% *
Enquiries replied to and reported to client	90% *	Setup for completion	100%
Setup for completion	100%		

*Of the full fee - For example, if the full fee is £1000, and the file reaches the '[Enquiries raised with the other side](#)' stage on a Purchase, the work carried out means the abortive fee will be 75% of £1000 = £750.

The firm reserves the right to recover potential non-payment of abortive fees through a range of options including a formal legal demand for repayment, debt collection agencies and / or County Court action.

<https://www.gov.uk/make-court-claim-for-money/enforce-a-judgment>

10. BREAKDOWN OF TRUST AND MUTUAL RESPECT

If the relationship of trust and mutual respect that needs to exist between a lawyer and a client (or anyone else involved) irretrievably breaks down and we cannot reasonably obtain instructions or required information from you, then we can ask you to appoint alternative legal representatives and we will take no further steps for you on the transaction.

If we stop acting for you due to a breakdown of trust, the conditions outlined in the 'abortive fees' paragraph will apply and we will send you an invoice for our fees and charges up until that point.

11. PAYMENT OF OUR COSTS AND EXPENSES

It is normal for the fees and expenses due to us to be paid as cleared before the date of completion. Where we hold funds this payment will be deducted once a financial statement has been provided. By agreeing to these Terms (by proceeding with us) you authorise this practice. If we do not hold sufficient sums then you will provide the sums as cleared funds prior completion in accordance with the term 12. If payment is not made within seven days of completion, then daily interest may be charged at 2% per calendar month or part compounded monthly from completion until the outstanding sum is received by us as cleared funds.

12. INCIDENTAL INVESTMENT

Sometimes part of the process involves investments. We are not authorised by the Financial Services Authority to give investment advice and so may refer you to someone who is authorised to provide any necessary advice.

13. COMMISSION

If we pay or receive commission or other benefit as a result of receiving your instructions or introducing you to a third party, for example arranging a mortgage or taking out a life policy then we will inform you of this in writing. Your acceptance of these terms constitutes your agreement and consent for us to pay or receive such benefit or commission if such an arrangement exists.

14. INTEREST

When we receive monies on behalf of a Client it would be paid into a general Client instant access account that we hold with Lloyds Bank. This general Client Bank Account will hold all Client account monies held by the Firm on behalf of its Clients. These funds are held on the basis that they are instantly accessible in order to facilitate a transaction or payment for a client or in respect of Client Matter.

We shall not account to you for interest earned on monies held in our Client account.

We shall not open a deposit account unless you request us to do so and you except that there will be a payment to us of £75 plus VAT as a contribution towards the administrative cost of opening the account so as to identify your money and the interest earned on it. Your acceptance of these terms shall constitute your agreement in writing to this arrangement.

15. ANTI-MONEY LAUNDERING

The anti-money laundering guidance which UK banks and other financial services firms must adhere to is issued by the Joint Money Laundering Steering Group ("JMLSG"). The JMLSG considers all clients with funds deposited in a law firm's pooled client account to be beneficial owners of that account.

The JMLSG does not require banks to routinely identify the beneficial owners of law firms pooled accounts, as they do with most other accounts they issue. Pooled client accounts are granted this exemption on the proviso that this information is available upon request. In the event of our bank requesting information about the beneficial owners of our pooled client account, we have a legal obligation to disclose any information we have gathered as part of our client due diligence to them.

16. THE MORTGAGE

- (i) If you need a mortgage it is your responsibility to comply with the lender's terms and conditions as set out the offer. It is your decision to accept the financial effect of any deduction retention redemption penalty or early redemption penalty interest imposed by the offer. If asked by you in writing we will explain any terms of the offer. If not then it is assumed you fully understand the offer and the financial and other implications.
- (ii) All lenders require a lawyer to carry out specific legal work in granting or accepting repayment of a mortgage and you may not be aware that they require you to pay their lawyer's legal fees for this. We are on the Panel of most lenders and they will usually instruct us to represent them as well as you in which event we confirm that if applicable we will provide you with an estimate of the lender's legal fees. Your acceptance of these terms shall constitute your agreement for us to disclose instructions and information to any lender, which also instructs us.
- (iii) If your lender appoints their lawyer to act, you will be responsible for their legal fees in addition to our own. We will advise you in writing of the fees at the appropriate time but will continue to represent you.
- (iv) Most offers expire after a period of time. It is your responsibility to ensure that the offer is valid at the time of exchange of Contracts. You must re-apply to your lender if your offer has or is about to expire. It is also your responsibility to advise your lender and us of any change in the purchase price or any financial adjustment between you and the other party such as an allowance or cashback.
- (v) Depending on your mortgage lender, some apply a lender panel fee (in the region of £25 to £35) and some do not charge at all. This fee is unknown at quote stage, and may need to be paid to your mortgage lender on completion. This is known as a 3rd party disbursement and DP Conveyancing do not profit of this charge.

17. UNDERTAKINGS

If you ask us to assist you by giving an undertaking to a third party (other than to your existing lender or lenders) that we will settle any amount due by you, we will charge a fee for this commitment and will notify you of the fees in writing at the appropriate time or as soon as possible thereafter. In view of the personal nature of the undertaking we may require appropriate additional security from you BEFORE giving it.

18. QUALITY ASSURANCE

Our practice is subject to audit or quality checks by external firms or organisations. These external firms or organisations are required to maintain confidentiality in relation to your files. This inspection is essential but is strictly confidential. If you instruct us in writing then you can be excluded from this inspection.

19. OUR REGULATOR & PRACTICE MANAGEMENT

We are regulated by the Council of Licensed Conveyancers: <https://www.clc-uk.org>. The CLC periodically inspect us to ensure that we comply with their regulations and will 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.

20. COMPLAINTS & FEEDBACK

We try hard to provide all our clients with an efficient, courteous and professional service. If at any time during the course of the transaction, you become dissatisfied with the service you are receiving, please contact us in the first instance.

If you are not satisfied with our handling of your complaint, then you can ask the Legal Ombudsman to consider the complaint. Normally you will need to make your complaint within 6 months of receiving a final written response from us about your complaint.

You can find out more information about the Legal Ombudsman and filing a complaint with them at the following website: <http://www.legalombudsman.org.uk/helping-the-public/>

Upon receipt of your complaint in writing within 7 working days we will write to acknowledge receipt of the same. You will receive a full written response with 28 working days. Unless it is agreed there are good reasons not to do so, the Legal Ombudsman will expect you to allow us to consider and respond to your complaint in accordance with the procedure set out above, before they will consider it.

Disputes may also be referred to an Alternative Dispute Resolution entity which has been certified under the EU Consumer ADR Directive; namely the Ombudsman services ProMediate and small claims mediation.

21. CONSUMER PROTECTION REGULATIONS (CPR)

The Consumer Protection from Unfair Trading Regulations (as amended) regulate transactions between traders and consumers and prohibit trading practices that amount to unfair commercial practices and misleading acts and omissions.

Neither You, the client, or Us, your legal representative, must mislead a buyer or tenant either by providing incorrect or ambiguous information, or by omitting to provide material information about the property You are selling.

Certain information will be revealed through searches and other enquiries of public databases, surveys and valuation reports.

However, You must disclose to Us any known defects and other material adverse matters relating to the property known to You and failure to do so may mean that, in certain circumstances, the buyer or tenant would have rights of redress against You.

We encourage You to make all known disclosures as early in the transaction as possible to prevent delays. If We become aware of any such existence of material information, and You decline to authorise disclosure to the buyer or tenant, then We would have to consider whether it was possible to continue to act for You as the CPR's impose a duty to act fairly towards You as Our client and also towards third parties, especially those that are unrepresented.

22. INSURANCE POLICIES

Our estimate includes dealing with the assignment or re-assignment of a single policy (or other security) but in the event of additional policies or securities we shall make a further charge of £25 plus VAT for each additional policy or security. These charges include the preparation and service of the required Notice. We do not advise on the suitability or otherwise of any insurance policy.

23. INDEMNITY INSURANCE

During the process of purchasing your property it may be the case where issues arise where indemnity insurance is required. As the taking out of such a policy for you constitutes insurance intermediary business regulated by the requirements of the Financial Services and Markets Act 2000, we are required to confirm as follows:-

This Firm is not authorised by the F.C.A. However, we are included in the Register maintained by the F.C.A so that we can carry on Insurance Mediation Activities, which is broadly advising on, selling and administration of insurance contracts.

This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Council for Licensed Conveyancers. The Register can be accessed via the F.C.A website.

Furthermore, if you make a valid claim against us for loss arising out of work for which we are legally responsible, and we are unable to meet our liability in full, you may be entitled to claim from the Compensation Fund administered by the Council for Licensed Conveyancers (from whom details can be obtained).

The policy suggested has been chosen from a limited number of insurance companies, a list of which will be provided upon request.

Based on the information you have provided and from our knowledge of the matter, the opening paragraph of this section provides a statement reflecting the complexity of the insurance contract proposed which sets out your anticipated demands and needs, confirms whether or not we have given you any advice on the terms of the insurance contract and explains the reasons for our having given advice of the contract where such has been provided.

In this context we are also required to provide you with certain further information about the contract of insurance proposed for which the prevailing circumstances have been highlighted above. As can be seen, the Practice is advising you on the basis of obtaining a policy from a single insurance undertaking. It is not contractually obliged to conduct insurance mediation activity in this way.

The Practice does not have any holdings, direct or indirect representing more than 10% of the voting rights or of the capital in the insurance undertaking mentioned above. Also, the insurance undertaking in question does not have any holding, direct or indirect, representing more than 10% of the voting rights or of the capital of this Practice. Also, the Practice will not receive and pecuniary reward or other advantage from anyone in connection with the setting up of the proposed policy.

On the basis of the above, please let us know if you want us to take out such a policy for your benefit on the above basis.

24. COMPENSATION FUND

One of the advantages to you of using a Licensed Conveyancer is that you can be confident that your interests will be protected by the profession's strict regulation, insurance and compensation arrangements. The effect of this is that if you should make a valid claim against us for 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 which details can be obtained).

25. SPECIALIST SERVICES

We are property lawyers qualified to advise on conveyancing.

You must consult other qualified professionals for advice on non-legal matters, such as the physical condition of a property, its connected services and its market value, or investment, financial or tax advice.

In UK property law, the principle of 'Caveat Emptor' (let the buyer beware) underscores the importance of due diligence before proceeding with a property purchase. This necessitates obtaining a professional survey of the house or flat prior to the exchange of contracts. It's crucial to commission a structural survey, tailored to the property's specifics, from a qualified surveyor. This survey may also highlight the need for additional information.

While conveyancers play a vital role in the legal aspects of purchasing property, they are not equipped to offer advice on the property's value or its structural integrity. For such matters, prospective buyers should consult with a surveyor.

With regards to climate change, we will not provide any advice on or do any work in connection with climate change other than to advise you that we can obtain a climate change report for you, and that you need to be aware of the risks associated with property ownership and climate change that can be divided into -

Physical risk - Environmental impacts that could affect the value of your new property from an enhanced risk of flooding, subsidence or coastal erosion, wind damage, changes in ground conditions or other issues that arise due to climate change.

Transition risk - The impact of new Government policy, legislation, or regulation which could impact on property ownership including changes to energy performance ratings, retrofitting to meet new standards, the imposition of new obligations on property owners or other matters that could have a detrimental effect on property ownership or the value or marketability of your new property.

Liability risks - A third party seeking damages from you or your insurer as a result of loss being sustained as a result of the physical or transitional risk related to climate change.

If you obtain a climate change report during the conveyancing process we will not be able to advise you on it and if you require advice or have any questions concerning it we will refer you to the report provider.

26. CONFIDENTIALITY

As lawyers, we are under a general professional and legal obligation to keep your affairs private. However, we are required, by current legislation, to make a report to the National Crime Agency (NCA) where we know or suspect that a transaction involves Money Laundering or Terrorist Financing. By instructing us to act on your behalf in accordance with these terms of engagement you give us irrevocable authority to make a disclosure to NCA if we consider it appropriate.

You agree that this authority overrides any confidentiality or entitlement to legal professional privilege. We shall be unable to tell you if we have made a report.

27. THE COMPLETION

- (i) We always advise a minimum of ten working days between exchange of contracts and completion. This period is regarded as the minimum to safely deal with all pre-completion searches and formalities (including cleared funds from the lender and from you) to enable you to be fully protected at completion. In particular we need to hold cleared funds from you in respect of any stamp duty and Land Registry fees payable:
- (ii) If you ask us to complete your matter in less time we may charge an expedition fee. We will notify you in writing of the charge which will be added to our fees and be payable by you. We will not be liable for any direct or consequential losses for completion being delayed beyond your specified date, provided we have used reasonable professional skill in attempting to complete on the specified date.
- (iii) Within seven days of completion we will send by post a cheque in your favour (unless we have your written instructions to the contrary) for all sums held by us due to you to the address notified to us in writing at least five working days before completion.

PLEASE NOTE the term "working day" does not include Saturdays, Sundays, Bank or other Statutory Holidays.

28. TERMINATION

You may terminate instructions in writing at any time but we shall keep your papers and documents while sums are due to us. You may think it appropriate for us to stop acting if, for example, you cannot give appropriate instructions, or if you have lost confidence in the way your work is done.

We can only stop acting if there is good reason to do so and /or in accordance with our professional rules. For example if you fail to:

- (i) comply with our request for payment on account or
- (ii) give us proper or adequate instructions.

If either of us decide we can no longer act, you will discharge our fees and expenses in accordance with the General Terms of Business.

29. STORAGE OF PAPERS

Your file of papers on completed transactions will be retained for a minimum of 6 years for Sales, and 15 years for Purchases on the understanding that we have your authority to destroy it after this time. This does not apply to documents or deeds that you have deposited with us for safe custody.

We reserve the right to destroy correspondence files without notice when your transaction is aborted prior to exchange of contracts. We do not normally charge you for retrieving papers or documents from storage if it is in relation to continuing or new instructions. However, we reserve the right to make a charge other than in such circumstances, based upon time spent producing the stored file, reading, corresponding or other work necessary to comply with your instructions.

30. DATA PROTECTION & GDPR PRIVACY NOTICE

DP Conveyancing are committed to protecting the privacy and security of your personal information and the notes below describes how we collect and use personal information about you during and after your working relationship with us, in accordance with the General Data Protection Regulation (GDPR).

- We are registered under the General Data Protection Act (GDPA) 2018.
- Your data will be used for the sole purpose of providing services and IT support, administration and management of anything necessary for the purpose of giving advice to you.
- "Processing" includes obtaining, recording or holding information or data and transferring it to a statutory, governmental or regulatory body for legitimate purposes.
- If at any time, should you wish to withdraw consent for us to processing your personal data, please contact us in writing.
- You may be assured that we treat all personal data as confidential and will not process it other than for legitimate purposes associated with the service we will provide you.
- Subject to certain expectations, you are entitled to have access to your personal data that is held by us and we will respond to your request as soon as possible and within the maximum time frame of one month.
- Your Data will be lawfully and fairly processed in a transparent manner and is collected on the grounds of explicit and legitimate purposes only. We will only ask for your data when necessary.
- Your data will be erased, should it no longer be required for the purposes to be processed otherwise it will be retained as long as necessary and be secure.

31. CAPITAL GAINS TAX

What do you need to report if you dispose of a property?

Since 6 April 2020, anyone disposing of a UK property that is not their main residence (such as buy-to-let properties, land, or inherited property), has to report and pay any Capital Gains Tax (CGT) due via GOV.UK. Between 6 April 2020 and 26 October 2021, this had to be reported within 30 days of completion. As of 27 October 2021, the deadline is 60 days.

If you fail to report and pay your CGT within the 60-day deadline you could receive a late filing penalty and be charged interest. HMRC wants to support customers to get their Capital Gains Tax right the first time. For further information and how to report and pay on property disposals, please visit the following pages:

- Capital Gains Tax: what you pay it on, rates and allowances: Overview – GOV.UK (www.gov.uk) – <https://www.gov.uk/capital-gains-tax>
- Report and pay your Capital Gains Tax: If you sold a property in the UK on or after 6 April 2020 – GOV.UK (www.gov.uk) – <https://www.gov.uk/report-and-pay-your-capital-gains-tax/if-you-sold-a-property-in-the-uk-on-or-after-6-april-2020>
- How do I report and pay Capital Gains Tax on property disposals? – YouTube – <https://www.youtube.com/watch?v=JKskdn7CnwM>

32. ESCALATING GROUND RENT

If we identify a leasehold property is subject to Escalating Ground Rent, then you should seek advice from an independent valuer to ensure that you are paying the correct value for the property and the value will not be effected in the future. We are not qualified to give valuation advice.