

PLEASE COMPLETE THIS LETTER WHERE INDICATED BY A DOTTED LINE AND RETURN ALONG WITH T's & C's, ID, CLIENT INFORMATION AND CHEQUE



Date: .....

Estimate Ref: .....

Name(s).....

.....

Correspondence Address

.....

.....

.....

.....

Dear Client(s)

**Remortgage of** .....

We should be pleased to act on your behalf in connection with your proposed remortgage of the above property.

Please now budget a fee of the amount detailed in the estimate of costs, Reference no: ..... to cover your conveyancing costs (this reference can be found on the top left hand corner of the cost breakdown). This figure is an estimate based on the information you have given us at the present time. We will inform you immediately if this figure is to change.

If the property you are remortgaging is Leasehold then a fee may be required by the Leaseholder to acknowledge details of your new charge but this cannot be ascertained until we have made contact with the Leaseholder. (Please note this is a condition of your lease and mortgage.)

It is a standard requirement of all legal practices to verify identity for their clients. We shall be grateful therefore if you would supply us with two forms of identification from the lists below for each client:

<b>List A</b> (Please supply one document from the list below)	<b>List B</b> (Please supply one document from the list below)
Full UK Passport	Mortgage Statement
Driving Licence	Council Tax Demand
Building Society/Bank Card/Credit Card	Gas/Electric/Phone Bill
Signed Employers ID Card	Copy Electoral Roll
Fire Arms Certificate	Bank/Building Society/Credit Card Statement

71-75 Featherstall Road  
Littleborough  
Lancashire  
OL15 8JZ

Telephone: 0845 094 3358  
Facsimile: 01706 376 385  
Email: enquiries@ttpl.co.uk

Attached are our terms and conditions in duplicate which together with this letter comprise our full terms of engagement, please sign and return one copy of the T's & C's and one copy of this letter confirming you accept the same. **Please note we will not progress matters until we receive signed Terms and Conditions together with ID.**

Please also complete the enclosed Client Information Form for our records.

Once we are in receipt of your signed terms and conditions your file will be activated and you will then receive a weekly update call from this office to advise you on progress.

If you feel at any time that the level of service from our practice has fallen below expectations please provide full details in the first instance in writing to Mrs Anna Murzell at our office address. If you are not satisfied with the outcome of this investigation you may have the matter reviewed by Mr Matthew Montgomery. In the event that the final review fails to provide a satisfactory response please refer to the Legal Ombudsman, PO Box 15870, Birmingham, B30 9EB. The Legal Ombudsman is an independent organisation with official powers to resolve complaints about legal practices.

In all cases please contact the undersigned for any information regarding this transaction.

Yours sincerely

**Katie Wood**  
**Title Transfer Property Lawyers**  
kwood@ttpl.co.uk

PLEASE SIGN AND DATE TO CONFIRM RECEIPT OF THIS LETTER

SIGNATURE(S) .....

DATE .....



# Title Transfer Property Lawyers Terms and Conditions

Under The Licensed Conveyancer's Rules Of Conduct, Practice and Discipline



## 1. Fees, Disbursements and other costs

a) You will see that our quotation refers to disbursements. These are payments we expect to make on your behalf during the transaction. There may be significant expenses, such as Stamp Duty, Land Registry fees, Local and other searches; or smaller costs such as bank charges, telephone calls, fax, photocopying or legal stationary. We can seldom foresee at the outset, all the disbursements that will be needed, but we will inform you in writing of any significant additional disbursements when they arise. Our invoice or statement will set out disbursements separately for your convenience.

b) Under the Stamp Duty Land Tax (or SDLT) laws, a property buyer is responsible for completion and submission of a Land Transaction Return and the payment of any SDLT due. We will deal with this work, and any subsequent tax "enquiry" (or investigation); on your behalf as your "tax agent" and a charge will be made for this, which is separate from our normal professional fee.

c) Our fee, or basis of charge, may in certain circumstances change from the fee first estimated. In particular, it may vary if: (a) the value of a transaction or the nature of the work differs from that upon which the estimate was based; or (b) the amount of time, work or skill required to carry out a transaction is significantly more than initially expected; or (c) it needs to be done more quickly than normal. We will inform you about the changes when appropriate, or as soon as practical. If you disagree with the change in fees, you should write promptly to us with your reasons.

d) If for any reason, a transaction does not continue to completion, we will confirm in writing the charges made for work done and disbursements paid out. The charge will reflect the amount of work done and time taken, and will be based either on the notified rate of charge or a proportion (corresponding to how much work was done) of the estimated fee. If the work done is more than originally estimated for, the charge will reflect its nature and complexity and the time it took.

A Conveyancer's fee invoice is intended for payment when you receive it. If not paid after a week, it may attract interest.

We will inform you in writing if we are expected to pay commission due to your introduction to us, 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 the Conveyancer to pay or retain such commission or benefit.

Title Transfer Property Lawyers is 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 for you on your behalf. In accepting these terms, you agree in writing to this arrangement.

## 2. Mortgage Lenders

If you need a mortgage, you will have to sign a mortgage deed and possibly other Lenders documents. We will explain these to you and your liabilities under them. However, it is your responsibility to comply with the terms and conditions in your mortgage offer. In particular, you should be aware of how much money may be deducted, withheld or due in penalties or interest on early repayment. If you have difficulty understanding the terms of your mortgage offer, you should ask us or your Mortgage Adviser to explain them. Otherwise, it will be assumed you understand and accept the offer.

All Mortgage Lenders need specific legal work done for them, in either granting or repayment of a mortgage. We will normally carry out this work on their behalf (if they agree this) we will give you a written estimate of the lender's legal fees, if applicable, that you will have to pay.

If your mortgage lender chooses a different firm to deal with its legal work, it is standard practice for the lender to require you to pay that firm's charges. These charges will be separate from ours, and you will be informed of the charges as soon as they are known.

## Cleared funds and payment of bills

Transactions can only proceed to completion using cleared funds in our bank prior to completion. You must ensure that any money you need to finance any transaction is paid to us (from an account in your name) so that it can be cleared by the date it is needed. If payment is made by cheque, this will normally mean by noon seven working days (that is, excluding Saturdays and Sundays, Bank Holidays and statutory holidays) before the cleared funds are required. If clearance is delayed because you make the payment later than agreed, or by inappropriate means, we will not be liable for any further delay or loss that arises from this, for as long as your funds remain uncleared.

(a) It is standard legal practice for the fees and disbursements due to be paid and cleared before the date of completion. If your conveyancer holds funds belonging to you, they will deduct payment of their bill after sending you a financial statement. You agree to this practice by accepting these terms. If the conveyancer does not hold your money, or not enough of it to pay their bill, then you should provide the required sum by cleared funds before the date of completion.

(b) If you delay by seven days or more, paying your conveyancer the sum shown on the statement as due from you, then daily interest may be charged. This will be at the rate of 2% per calendar month or part month (compounded monthly); from the date of the financial statement until the date your conveyancer receives the outstanding sum as cleared funds.

## 3. Time needed for legal completion

If you are purchasing with a mortgage, your conveyancer will normally tell you to allow at least ten working days between exchange of contracts and legal completion. This is the shortest time it takes without special arrangements to deal with all the pre-completion searches and formalities (which include obtaining cleared funds from the 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 they are held.

## 4. Check by certification body

From time to time our practice management system will be checked by the certification body to ensure the practice confirms to the standard, by inspecting a random sample of clients files. This process is essential and is strictly confidential. However, you may instruct us in writing to exclude your file from it.

## 5. Ceasing to act

Rarely, a problem may arise or a breakdown in the relationship of trust and mutual respect that needs to exist between a lawyer and a client. In these circumstances Title Transfer Property Lawyers cannot reasonably obtain instructions. Then, on giving the client reasonable notice and an explanation Title Transfer Property Lawyers can act no further for the client and can ask the client to appoint another lawyer. If Title Transfer Property Lawyers ceases to act in these circumstances, term 1(d) applies.

## 6. Mortgage Advice

We do not provide these services but may be able to introduce a client to an Independent Financial Adviser.

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately. If we cannot resolve the issue, we will recommend someone to assist.

## 7. Non-legal advice

A Conveyancer is a specialist property lawyer, qualified to advise you on conveyancing law. You should consult appropriately qualified professionals for advice on non-legal matters, such as the physical



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condition of a property and its connected services, or its market value, or on investment and financial matters.

Before exchanging contracts to buy or lease premises, you should have a structural survey (or an appropriate type) by a qualified surveyor, and obtain any further information recommended by the survey report. It is not part of a conveyancer's work to consider or comment on any non-legal aspects of survey or valuation reports.

### 8. Your Help

To help the transaction go smoothly and to avoid causing additional work for your conveyancer (and hence additional time and cost) you agree:

- a) To provide your conveyancer with full and correct personal details (especially your correct full name) from the start of the transaction;
- b) To inform your conveyancer in writing of your requirements and of any specific change, however caused, in them;
- c) To respond promptly in writing to any request for instructions from you
  - d) To your conveyancer communicating with you or third parties by whatever method (including email) your conveyancer may prefer;
- e) To authorise your conveyancer to incur the costs and search fees (include repeat searches) which, in his or her professional judgement, are necessary to protect your interest or that of your mortgage lender;
- f) To authorise disclosure of your information and instructions to your intended mortgage lender if that lender also uses your conveyancer;
- g) To provide proof of your identity and the course of your finance and any other proof required by The Money Laundering Regulations 2003 ("MLR");
- h) That any money due to you will be paid as a single cheque in your favour. 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), and may involve additional work and hence cost;
- i) To the records of your transaction being destroyed after six years from the completion date, without further reference to you;
- j) to reduce the seven day cooling-off period under The Consumer Protection (Distance Selling) Regulations 2000, as amended, so that it ends when the conveyancer begins to act, and to waive the thirty day limit for provision of the conveyancer's services, as both are inappropriate;
- k) Not to contact your conveyancer to request progress reports more frequently than is reasonable or necessary; and
- l) Generally to co-operate with your conveyancer and to recognise that failure to comply with these terms will cause additional work and cost.

### 9. Estate Agents

- a) If you are selling a property and have an agreement with an Estate Agent or similar for payment of their fees then we shall ask them for their invoice and pay the same from the proceeds of sale.
- b) If you have an agreement with an Estate Agent regarding payment for provision of a Home Information Pack, then we shall ask them for their invoice and pay the same from the proceeds of sale.

### 10. Limited Companies

When accepting instructions to act on behalf of a Limited Company, we may require a Director and/or controlling Shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such request is refused we are entitled to stop acting and to require immediate payment of our charges on an hourly basis with expenses as set out in our quote.

### 11. Indemnity and Disclosure Requirements

We are entitled to refuse to act for you if you do not provide us with the appropriate proof of identity. Conveyancer's are not allowed to disclose information about their client without their client's authority. By signing this form you are giving your authority for us to disclose information about your case to other parties involved (i.e. Agents, Brokers other Lawyers).

### 12. Communication between us

We will aim to communicate with you by your preferred method. When appropriate we will communicate with all parties concerned by email or

fax but we cannot be responsible for the security of correspondence whether sent by email, fax, post public and private.

Use and Disclosure of your Personal Information Under the Data Protection Act 1998, you are entitled to a copy of your personal information held by us on payment of a fee.

We will hold and process your personal information by computer or otherwise.

We may use your personal information and disclose it:-

- To our insurers, sub-contractors and persons acting as our Agents.
- To our suppliers, to the extent that they need your personal information to provide their products and services to you.
- To other third parties, for the purpose of providing information about their products and services which we think may be of benefit or interest to you. If you do not wish us to do so please tick here [ ]
- With your consent.
- If we are required or permitted to by law.

The Data Protection Act requires us to advise you that your personal information is held on our database. We may from time to time use your personal information to send you information that we think may be of benefit to you.

### 13. Consumer Protection

As the contract for our services may have been made other than in person i.e. by telephone, fax or email the Consumer Protection (Distance Selling) Regulations 2000 may apply.

These Regulations oblige us to give certain information much of which is noted above. Additionally please note:

- The estimate for our charges for the legal services is valid for the next 60 days.
- The period of time for concluding these sorts of legal services may exceed 30 days.
- You have the right to cancel this contract for our services. To do so you must give us written notice within seven working days starting from the day after you received these Terms & Conditions. If you wish us to commence work before the expiry of the cancellation period you must let us know. You will then lose the right to cancellation.

### 14. Proof of Identity

We must by law obtain satisfactory evidence of your identity and address. Please help us to do so by giving us the information and documentation we as for. We are unable to proceed with your transaction and will not be able to exchange contracts until this has been provided.

### 15. 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 Serious Organised Crime Agency (SOCA) 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 SOCA 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.

I hereby confirm my acceptance of the Terms and Conditions above.

Signed.....

Signed.....

Dated: .....

REF:.....

Client Information Form in respect of remortgage of:-

Clients Full Names (including any middle names).	
Please supply a daytime contact number and/or email address.	
Please confirm your Date of Birth.	
Please confirm your National Insurance Number.	
Please provide details of existing mortgage(s) on the property please confirm: Bank/Building Society Name, Address and Account Number.	
Please provide details of new mortgage on the property, Please confirm the amount you are borrowing, bank, address and account number.	
Please provide a copy of your Buildings Insurance.	
If your property is Leasehold i.e. you pay ground rent, please supply us with a copy of your Lease. We are required, as a condition of your mortgage, to read the same, to ascertain whether there is a stipulation to serve notice on the rent collector. (If you do not have a copy please let us know as we may be able to purchase a copy from HM Land Registry at a cost of between £5-£20 dependant on the size of document.	
Please supply last water rate account.	

**IF YOU ARE HOLDING ANY DEEDS/DOCUMENTS AT HOME PLEASE SUPPLY THE SAME TO US**