

Toomey Legal Limited - General Matter

**Standard Terms Of Engagement for Conveyancing - The Society of Licensed Conveyancers
(To be provided to clients in duplicate)**

Name of our firm – Toomey Legal Limited

Our reference – 2024/

The Council for Licensed Conveyancers require us to give you our normal terms of business in writing when we agree to act for you. The following terms have been produced by The Society of Licensed Conveyancers.

These terms help both licensed conveyancers and their clients by making it clear from the outset what we can reasonably expect from each other. They help to explain our duties, and the basis upon which we provide our services to you. We hope you find them clear, understandable, and fair to both you and us.

Please complete and sign the enclosed Acceptance of Terms to acknowledge receipt and agreement of our Terms of Engagement.

In these conditions the words 'we' and 'us' mean the firm of Licensed Conveyancers named above, and 'you' means the client(s) who have signed this document at the end.

1. How to work well with us

To help the transaction go smoothly and to avoid causing additional work, you agree:

- to provide us with your correct full name and other personal details from the start of the transaction;
- to tell us your requirements in writing, and to tell us immediately if there are any significant changes to those requirements, however caused;
- to respond promptly in writing to any request by us for instructions from you on any point;
- to us communicating with you or third parties by whatever method that we may prefer, including e-mail or SMS;
- to authorise us to incur the costs and search fees (including repeat searches) that we consider necessary, in our professional judgement, to protect your interests, or those of your mortgage lender;
- to authorise disclosure of your information and instructions to your intended mortgage lender, if that lender also uses us to carry out legal work in connection with your mortgage;
- to provide us with proof of your identity and the source of your finance and any other proof required by **The Money Laundering and Terrorist Financing Regulations 2024 ('the MLR')**;
- that any money due to you will be paid as a single cheque or 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;

CALL: 01670 293333 EMAIL: enquiries@toomeylegal.co.uk VISIT: www.toomeylegal.co.uk**COME SEE US: Surveyors House, Blagdon Terrace, Cramlington NE23 1DN. FAX US: 01670 330833**

- to the paper records of your transaction being destroyed after six years on a sale transaction, and fifteen years on a purchase transaction, without further reference to you;
- to us dealing with your transaction as either a paper or electronic file. You agree that we can convert your closed, paper file to a permanent electronic archival record after completion. The fee for this service is based upon the number of pages in the file;
- to reduce the 14 day cooling-off period under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, as amended, so that it ends when we begin to carry out work for you, and to waive the thirty day limit for provision of our services, as both are inappropriate;
- not to contact us to request progress reports more frequently than is reasonable or necessary; and
- generally to co-operate with us, and to recognise that failure to comply with these terms will cause additional work for us and cost to you.

2. **Non-conveyancing and non-legal advice**

A licensed conveyancer is a specialist property lawyer, qualified to advise on conveyancing law, probate and will writing 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.

3. **Our fees and disbursements**

Normally we will be registered for VAT, and all fees and taxable payments will have VAT added to them. VAT will be applied at the rate current at the 'tax point'. The tax point will normally be the date of our bill, or the date of legal completion if this is earlier.

We will provide you with 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 estimates usually refer to 'disbursements'. These are payments we expect to make on your behalf during a transaction. They may be significant expenses, such as stamp duty land tax, land registry fees, local and other search fees.

Disbursements are charged to you at cost, with no mark up, and our fee invoice, or financial statement will set out disbursements separately from the professional fees. In addition, there will often be some unexpected costs, searches, insurances or other disbursements. We will tell you about these charges if they arise.

4. **Changes to our fees**

Sometimes we will have to change our fee 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 fee estimate, when any such change is appropriate, or as soon as practical afterwards. If you disagree with the change in fees, you should write to us promptly with your reasons.

5. **Aborted transactions - our fees**

If, for any reason, a transaction does not continue to completion, we will tell you in writing of our charges made for the work we have done, and the disbursements that we have paid out.

Our charges will reflect the amount of work done and the time taken. They will be based either on the notified rate of charge, or a proportion of the estimated fee, corresponding to how much work was done.

6. **Payment of our fees**

Our fee invoice is payable when you receive it, and you agree that we may deduct it from any money we hold on completion of your transaction, such as the proceeds of sale. If not paid after 30 days, we will be entitled to charge you interest, as described in paragraph 15 below.

7. **Payments on account**

We may ask you to provide a payment on account of fees and disbursements, either at the outset (to cover such expenses as local search fees), or at any time during the transaction, especially if it is, or is likely to become, unusually lengthy, complicated or expensive.

8. **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 may agree to submit the tax return for you as your 'tax agent'.

We may make a separate charge for this, that will be shown on our 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.

9. **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, and whether we will require any money from you.

10. **Commissions**

We will tell you in writing if we expect to pay, or receive, a commission, or other benefit, due to your introduction to us as a client, or from introducing you to another person with whom you do business,

and what that commission will be. In accepting these terms, you give consent for us to pay or keep such commission or benefit.

11. No special deposit accounts or interest

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

12. Your mortgage conditions

If you need a mortgage, you will have to sign your lender's mortgage deed and other documents. We will explain these to you, and your liabilities under them. However, it is your responsibility, before exchanging contracts, to comply with the 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 any end any 'reflection period' (see paragraph 23 below). Your authority to us to exchange contracts will be treated as confirmation that you wish to proceed with the mortgage, and will bring the reflection period to an end.

13. Fees for dealing with the mortgage

When we deal with the grant or repayment of a mortgage, the lender will require us to carry out certain work for them as well as for you. They normally require you, the borrower, to pay our legal fees for this work. 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 we know what they are.

14. Money needed in plenty of time for completion

Conveyancing transactions can only be completed using money that has been 'cleared' by the conveyancer's bank. This means that the money is actually in our account, and is not in the process of 'clearing' between the paying bank and the receiving bank. Giving us a cheque the day before will not work.

You must ensure that any money we need from you to complete your transaction is paid to us (normally from a UK bank account in your name) by direct bank transfer or by cheque so that it can be 'cleared' by the date it is needed. We must receive this money by a specified time, date and method of payment. If payment is made by cheque, this will normally mean it will not 'clear' until noon on the sixth working day (excluding, weekends and bank holidays) after we receive and bank your cheque. If clearance is delayed because you make the payment to us later than agreed, or by inappropriate means, we will not be liable for any further delay or loss that arises from this, for as long as your funds remain un-cleared.

15. **Payment of our fees on completion**

It is standard legal practice that the fees and disbursements due to us will to be paid and cleared on or before the date of completion. If we hold money belonging to you, we will deduct payment of our bill from it after sending you a financial statement. You agree to this practice by accepting these terms.

If we do not hold your money, or not enough of it to pay our bill, then you must provide us with the required extra money as 'cleared funds' before the date of completion, in accordance with paragraph 14 above.

If you delay paying us any money we need from you, as shown on our financial statement to you, 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 financial statement until the date we receive the outstanding money from you as cleared funds.

16. **2 weeks between exchange and completion**

If you are buying a property with a mortgage, we will normally tell you to allow at least **ten working days** between exchange of contracts and legal 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.

17. **Expedition fee if under 10 days to prepare**

If you tell us to arrange for the completion date to be less than ten working days after the date of exchange of contracts, we will be entitled to charge you an extra fee for expediting your transaction (taking special steps to act with speed and to co-ordinate with others to do so).

We will tell you how much this extra fee will be in writing 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.

18. **Check by certification bodies**

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

19. **Breakdown of trust**

If the relationship of trust and mutual respect that needs to exist between a lawyer and a client irretrievably breaks down, and we cannot reasonably obtain instructions from you, then we can ask you to appoint alternative legal representatives, and we will take no further steps for you on the transaction, provided that in doing so your transaction is not seriously prejudiced. If we stop acting

for you in this way, paragraph 5 of these conditions will apply, and we will send you an invoice for our fees and charges until that point.

20. **Client Confidentiality & the NCA**

We are under a general professional and legal obligation to keep your affairs private and confidential. However, we are required, by current legislation, to make a report to the National Crime Agency ('NCA') where we know or suspect that a transaction involves Money Laundering or Terrorist Financing.

By instructing us to act on your behalf in accordance with these terms of engagement, you give us irrevocable authority to make a disclosure to NCA if we consider it appropriate.

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

21. **Client Confidentiality - 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.

22. **Complaints or difficulties**

We aim to resolve any complaint you have about the service we have given you as quickly as possible. Please ask for a copy of our Complaints Procedure if you do not already have a copy.

If you are not satisfied with the outcome of our Complaints Procedure, then you have the right to complain to the Legal Ombudsman.

You must make such a complaint to the Legal Ombudsman within six years from the date of the act or omission arising, and three years from the date that you should reasonably know that there are grounds for complaint.

You may also refer your complaint to the Legal Ombudsman if we have not resolved your complaint within 8 weeks of the complaint being made. You can contact the **Legal Ombudsman at www.legalombudsman.org.uk**, tel: 0300 555 0333, or by post to PO Box 6167, Slough, SL1 0EH. Your

complaint can be referred to the Ombudsman at any time up to 6 months after receipt of our written response to your complaint.

If you make a valid claim against us for a loss arising out of work for which we are legally responsible, and we are unable to meet the liability in full, you may be entitled to claim from the compensation fund administered by the **Council for Licensed Conveyancers** (Address – Wework, 120 Moorgate, London EC2M 6UR. Further details at www.conveyancer.org.uk)

Alternative complaints bodies exist such as **ProMediate** (www.promediate.co.uk) tel: 0203 621 3908, should both you and our firm agree.

23. **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) so that we can carry on Insurance Mediation Activities, which is 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.

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 put in place any such insurance without contacting you, and explaining to you the costs, and the reasons for doing so.

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.

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

The Consumer Contracts (Information, Cancellation and Additional Payments) Regulations 2013 provides you with a right to cancel your instructions to us within 14 days without giving any reason. The cancellation period will expire after 14 days from the date given on our covering letter.

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

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

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

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

[* Complete as appropriate].

25. **Effects of cancellation**

If you cancel this contract, we will repay to you all payments received from you. 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.

So that we can start that work, you must sign the declaration below to show that 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.

26. **Our Regulator**

We are regulated by the **Council For Licensed Conveyancers (CLC)**. You can find full details of the CLC Regulations at www.clc-uk.org.

We are insured by insurers who have joined the CLC's Participating Insurers Agreement, such as the Society of Licensed Conveyancers Policy Scheme.

We are neither qualified nor insured to advise you on your financial arrangements, the structure of the property, the tax implications, or other aspects of the law that is not directly related to conveyancing.

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

The Society of Licensed Conveyancers is the professional body representing licensed conveyancers in England and Wales.

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