

| What are Disbursements?

This is a technical term for sums paid by a solicitor to third parties (disbursed) on your behalf. This will form part of your bill but not the fee due to the solicitor directly.

Examples of this will be [Stamp Duty](#), [Land Registry](#) fees, [Local Authority](#) and other Search fees and, in the case of leaseholds, any payments made to your Landlord or Managing Agent.

Who are the Land Registry?

This is the government body in charge of registering title to land in England and Wales and to record any dealings (e.g. sales and mortgages). Their aims are to maintain and develop a stable and effective land registration system, to guarantee title and to provide ready access to up to date and guaranteed land information. Land Registry fees are payable for any changes made in the registers of title which are usually payable by the Buyer. The scale of fees on a purchase are:

Purchase price	Fee
up to £50,000	£40
£50,001 - £80,000	£60
£80,001 - £100,000	£100
£100,001 - £200,000	£150
£200,001 - £500,000	£220
£500,001 - £1,000,000	£420
£1,000,001+	£700

There are other fees for various other services. For more information please visit their website: www.landreg.gov.uk.

The Land Registry no longer issue title deeds and evidence of your ownership of the property is by the appropriate entry at the Land Registry. On finalisation of the registration of your title we will send you a copy showing you as the registered proprietor on the [Legal Title](#).

| What is Local Authority Search?

This is a standardised list of questions addressed to the local authority of the area in which the property is situated. A fee is charged for this service. The official local authority search is certified by the local authority as being correct. Both the fees and the time for delivery vary from local authority to local authority.

As an alternative to the official search, a personal local authority search may be undertaken. This is usually quicker and cheaper than the full official search and the search agent will have an indemnity policy covering any errors they may make in carrying out the search. We usually use this method. If, however, you would prefer an official search please let us know and we will re-quote the fee.

The questions raised on the search cover the following areas:

- Financial charges registered against the property
- Planning
- Building Regulations
- Road and Traffic
- Compulsory Purchase
- Outstanding notices/orders
- Conservation areas and Listed Buildings
- Contamination/Radon gas

It is advisable to undertake this search as you will buy subject to any matter that a search covers. If you are buying with the assistance of a [Mortgage Offer](#) the lender will require that a search is carried out and that the result is no more than 6 months old at completion. Hence if you need to sell or remortgage a further search is usually required.

| What is a Water/Drainage Search?

This is a list of questions raised of the local water board to ascertain information about the provision of water and drainage to and from the property. Each board charges their own fee for the provision of this information which is usually between £50 and £60.

| What is an Environmental Search/Contaminated Land Search?

This is a search made by an independent company of available records as to whether or not the property is within an area of potential contamination or subject to flooding, based on a number of factors e.g. historic land use. You may have potential liability for clearing up any contamination on your property and you are advised to commission this search although it is not a compulsory requirement. Much of the information can be gleaned from the environmental agency who's website is www.environment-agency.gov.uk. Alternatively, a company known as Homecheck has a website that you may wish to consider visiting. However, please note that as you have no contractual relationship with Homecheck you would not be able to rely on the information provided by them. Their website is www.homecheck.co.uk.

This search is not compulsory and most lenders do not make this an automatic requirement. However unless you know the area and the land history you are advised to undertake this.

What is Chancel Repair Liability (and Search)?

This is a search that checks whether or not the property is within a historic parish boundary which is at risk of an ancient liability for contribution to chancel repairs to the local church. Since before the Reformation churches in England and Wales have been ministered by either a vicar, who received a stipend (salary), or a rector, who received tithes from the parish. The rectors (of around 5,200 churches) were responsible for the repairs of the chancel of their church, while the parish members were responsible for the rest. Many monasteries acquired rectorships and thus became liable for chancel repairs. When Henry VIII dissolved the monasteries and sold their land the chancel repair liability passed to the new owners and persists today, even after the land has been subdivided many times.

The recovery of funds from lay rectors is governed by the Chancel Repairs Act 1932. The land may not have been adjacent to the church, and the liability may not have been recorded. It can be difficult to determine whether or not such liability applies to a particular piece of land as it may not be identified on the deeds or at the Land Registry. Through provisions made under the power of the Land Registration Act 2002, this situation will change with effect from 13th October 2013. Thereafter chancel repair liability will only bind new owners of registered land if it is protected by an entry in the land register. This puts the onus on Parochial Church Councils to identify all affected land and register their interest before that date.

Insurance can, however, be taken out to cover the costs of repairs. The premium is usually between £60 and £200 depending on the value of the property and may be paid by the property owner on purchase, and covers the property for up to 25 years.

What other Searches can be carried out?

Other searches are available to provide different information about the property or its location. Whether these are advisable or necessary will depend on the individual circumstance of either you or the property. Below are some examples and we would be happy to give you more information on request

- Mining Searches
- Cheshire Brine
- Commons Search
- Planning Search
- [Radon Gas](#) Search
- Residential Flood Search
- Company Search

| What is Leasehold?

| This is the right to use and occupy property for a fixed period of time.

Leases of residential property are designed to provide for the management, maintenance and insurance of a building or block where the services, structure and (if appropriate) the common parts are used by more than one occupier of different parts of the building. The form of the lease is not standardised and the length of the lease and various terms will be reported to you once we have received a copy of the lease.

The rules governing the relationship of the individual leaseholders to the Landlord and/or managing agent and fellow leaseholders are set out in the original leases of the building.

The lease sets out all appropriate rights that the property should have the benefit of (e.g. rights of way to ensure free access to the property or its amenities, garden, parking space etc) and rights over the property (or the benefit of other flat owners).

The lease also usually provides for the maintenance of the structure etc and you will be obligated to contribute towards this by means of the service (or maintenance) charge.

Leases also usually contain restrictions on various activities and uses of the properties in the building.

After having owned a leasehold property for 2 years you will have the right to call for an extension of your lease of 90 years. The price is determined by legislation. If the lease has 80 years or less to run then the price includes an additional element of 50% of the "marriage value" of the property, which is broadly the increase in value due to the longer lease. This will make the extension more expensive. The shorter the lease the more expensive the extension becomes. Please note that many Lenders refuse to take shorter leases e.g. 60-70 years remaining, so if your lease is or reaches this, you are strongly advised to consider taking steps to acquire a longer lease. If you wish us to do this please let me have your instructions.

| You may be aware that leaseholders now have the right to (a) buy the freehold of the block and/or (b) manage the block themselves.

You may like to refer to the following website for further information; <http://www.lease-advice.org> Please note that this firm would be happy to advise you in relation to the procedure and cost of this if you and/or the other leaseholders require further information.

| What is Freehold?

This is the highest and most comprehensive legal title to property which entails the ownership of the building and the land that it stands on.

| What is Legal Title?

This is usually either the [Freehold](#) or the [Leasehold](#) of a property which gives legal ownership of the property. If the property is already registered this is shown as an entry in the [Land Registry](#) and a file [ordnance](#) survey plan showing the extent of the land. The registers of the Land Registry are in three parts:

The Property Register- this contains a description of the property to be sold and any rights that it has the benefit of. The property register refers to a filed plan which shows the extent of the subject land edged red.

The Proprietorship Register- this sets out the name and address of the current owner of the property and may also contain any restrictions against the sale of the property that exist.

The Charges Register- this sets out rights, restrictions and obligations to which the property is subject. It also contains charges and restrictions which protect other people's interest in the property e.g. by way of a mortgage.

What is Stamp Duty?

You pay Stamp Duty Land Tax on property like houses, flats, other buildings and land. If the purchase price is £125,000 or less you don't pay any Stamp Duty Land Tax at all. If it's more than £125,000, you pay between one and four per cent of the whole purchase price.

Residential property - purchase price	Rate of Stamp Duty Land Tax
up to £125,000	0%
£125,001 - £250,000	1%
£250,001 - £500,000	3%
£500,001 or more	4%

Different rules apply for stamp duty on leases at a full rent and for shared ownership leases.

For a shared ownership lease you have the choice to pay stamp duty on the full market value of the property or to pay stamp duty on the share you are purchasing and then when you purchase additional shares (staircasing) you will be liable for stamp duty on the price of the additional shares as and when you buy them at the appropriate rate.

For more information about stamp duty visit the Inland Revenue website <http://www.hmrc.gov.uk/so/index.htm>

| What is the Deposit?

On exchange of contracts the contract specifies that a deposit of 10% of the purchase price is payable to the Sellers solicitors as a part payment of the purchase price and as security for the Seller against the buyer failing to complete.

In practice a smaller deposit is usually accepted by the Sellers in the following circumstances:

- Where the Buyer is obtaining a mortgage of more than 90% and does not have funds available for the 10%. If you are a Buyer and are obtaining a 100%+ mortgage please notify us as soon as possible
- Where there is a **chain** and the Buyer at the bottom of the chain's deposit is less than 10% of the price for the transaction in which you are involved

If the Buyer fails to complete on **Completion** and the Seller's Solicitors serve a notice to complete then the Seller may forfeit the deposit of 10%. Regardless of the amount actually paid over on exchange the full 10% will be payable if the matter falls through after exchange due to the Buyer's fault.

If the Buyer does not have the full 10% they may well not have sufficient resources to pay the Seller the balance of the 10% if the matter falls through. This may leave the Seller exposed to pay the costs of the chain above as damages if they are unable to recover this from the buyer.

Some Estate Agents fees become payable on exchange rather than completion and you should check this both with them direct and your written contract with them if you are as a Seller contemplating agreeing a reduced deposit.

| What is Exchange of Contracts?

This is when a completed and “binding” contract is entered into by both parties. Exchange means swapping the contract signed by the Buyer for the other contract signed by the Seller and paying over to the seller the deposit. The Buyer must pay a [Deposit](#). The actual exchange takes place over the telephone by means of a series of undertakings between the solicitors in the [Chain](#) pursuant to a recognised Law Society protocol. Exchange is carried out by the solicitors once all parties in a chain have agreed all of the terms (including the date for completion) and all parties in the [Chain](#) are ready to proceed.

Please note that if completion does not take place at the date and time for [Completion](#) the defaulting party will be in [Breach of Contract](#)

It is therefore essential that you ensure that you are in a position to proceed to complete on the completion date before exchanging. It is unwise to commit yourself to any expenditure (e.g. removal expenses, purchase of furniture, carpets etc.) until [contracts](#) have been exchanged as the matter may fall through at any time before then.

| What does Breach of Contract or Failure to Complete mean?

Once contracts have been exchanged both parties are legally obliged to complete on the date agreed. If one party fails to do so the other party's options (amongst others) are

- To serve a notice requiring you to complete usually within 10 days. If the Buyer still fail to complete the Seller may forfeit the 10% deposit;
- Sue you to try to make you complete;
- Charge interest at the "contract rate" specified in the contract which is usually 4% over base rate until completion occurs;
- Claim damages for any losses arising out of the breach of contract. Where there is a chain the person defaulting is likely to be liable for the losses of all of the other parties in the chain

It is therefore essential that you ensure that you are in a position to proceed to carry out [Completion](#) on the completion date before exchanging. It is unwise to commit yourself to any expenditure (e.g. removal expenses, purchase of furniture, carpets etc.) until [Exchange of Contract](#) as the matter may fall through at any time before then.

| What is Completion?

This is the technical term for the date that ownership of the property passes to the Buyer and the Buyer pays the [balance \(having deducted the deposit paid\)](#) and if appropriate moves in. The keys to the property are usually left with the Estate Agent (where appropriate). You must check that the Agent has a key or that you know what arrangements will be made to hand the key to you. Please contact us if there is any problem in relation to this. If you are buying and selling you will have to move out of one property and into the other on the same day.

On the day of completion the contract stipulates the time by which completion must have taken place. This is usually 1-2.00 pm (the [Time to Complete](#)).

In the case of a Buyer the solicitor will have arranged for all funds to be made available either from you and/or from any Lender. However we are unable to guarantee the receipt of the funds from your Lender or, in some cases, the time of receipt. In practice, the Lenders do make every effort to accommodate your requirements as to the date but each Lender requires a certain amount of notice before they will guarantee sending the funds.

Please ensure that you have complied with all of the Lender's requirements e.g. return of Direct Debit Mandate, signed offer etc. We will not be aware of instructions and requests sent to you direct from your Lender so you should check with them that their requirements have been met by you. Keys will not be released to you until all funds have been received by the Seller's solicitors. Although we have our own bank terminal for sending funds the receipt of funds from other parties is outside our control.

If the funds are not with the Seller's solicitors by the [Time to Complete](#) the Buyer will be in breach of contract and be liable for any loss suffered as a result e.g. additional removal costs.

We will formally confirm completion to you and then arrange stamp duty to be paid and your title registered at the [Land Registry](#). Once this has been done we will send you a copy. Your file may contain important original or copy documents which you will need when you sell the property which will be sent to you before the file is closed.

In the case of a Seller, if also buying, we will be unable to proceed with the purchase until we receive funds on your sale from your own buyer's solicitors

The Seller will be obliged to give vacant possession of the property by the time stipulated in the contract. If they fail to do this they will be in breach of contract and be liable for any loss suffered as a result e.g. additional removal costs.

The solicitor will pay any Estate Agents fees and repay any Mortgage(s). In the case of a Lease any outstanding service charges etc will have to be paid and we will arrange for you to be repaid any overpaid amounts for the period from the completion date. Any balance due to you will usually be transferred to your account on the day of completion.

| What does Vacant Possession mean?

The Seller is obliged on completion by the time to complete to remove all items rubbish and debris from the property unless the contract provides otherwise. This will include the loft, attic, garage, sheds and garden. All occupants must have vacated. The Seller must make good any damage to decorations etc made from the move.

| What is a HIPs Pack?

| Since the Government now requires that a Seller of residential property cannot market their property without a Home Information Pack, providing information to be made available to any potential Buyers. We are able to provide a pack for you to enable you to market your property without obligation to any Estate Agent for £350 + VAT. If you are also selling your property with us we will deduct £50 + VAT from our normal fee. Please telephone if you wish us to provide this service for you

More information about the pack may be gleaned from the government website
<http://www.homeinformationpacks.gov.uk/consumer>

Do We Need Wills?

Making a Will is the only way to ensure that your wishes are carried out after your death. You should make a will whether or not you consider you have many possessions or much money. Please note

- if you die without a will, the Rules of Intestacy dictate how your possessions should be allocated. This may not be in accordance with your wishes
- unmarried partners cannot inherit from each other unless there is a will, so on the death of one partner the surviving partner may have serious financial problems
- if you have children, you will need to make a will so that arrangements for the children can be made if either one or both parents die
- if your circumstances have changed, it is important that you make a will to ensure that your will is valid for the change. For example, if you have separated and your ex-partner now lives with someone else, you may want to change your will. If you are married or enter into a registered civil partnership, this will make any previous will you have made invalid.
- Any existing will is automatically invalidated by a marriage or a divorce

This is not included in our quote but please note that we provide a service for wills and will be pleased to discuss this with you.

For further information please visit

http://www.hmcourts-service.gov.uk/infoabout/civil/probate/why_will.htm

What happens with Joint Ownership?

There are two ways in which joint purchasers can own a property:-

1. As Joint Tenants. Joint Tenants do not own any one particular part of the property but the whole is owned between them. The major consequences of this are as follows:-

- (a) On the death of one party, the whole of the property passes to the survivor.
- (b) It is not possible to leave either share of the property in a Will.
- (c) On the death of one, the surviving owner can sell mortgage etc. without a Grant of Probate or Letters of Administration
- (d) There is a legal presumption that the property is owned in equal shares (although this can be disputed).

This is the common way for married people to hold property. It is possible to change this at a later stage to Tenants in Common (see below). You should however take legal advice before doing this. If a property is held by the joint owners as Tenants in Common it cannot be converted to Joint Tenants.

2. As Tenants in Common. In this case:

- (a) Each tenant in common owns an agreed share in the property, e.g. equal shares, one third, a specified sum to one party.
- (b) On the death of one of the tenants in common that party's share can be left by will or under the rules of Intestacy
- (c) Probate or Letters of Administration will be needed to sell/mortgage etc.
- (d) The arrangement should be clearly set out to avoid uncertainty. This may be done by way of a Trust Deed. This will not be included in our original quote and you should discuss this with us at an early stage in the transaction
- (e) There may be tax implications in relation to the way the property is held and you should also discuss this with us at an early stage

This is the common way of holding property in the case of a business arrangement or where the parties wish to differentiate their shares in property.

This does not represent an exhaustive list and you are advised to contact us further to discuss the options if you require further clarification or advice.

What is a Mortgage Offer/Mortgage?

This is a written offer of a loan from a lender of funds to help you buy or to remortgage your property. The mortgage is a legal right and interest and will be registered at the [Land Registry](#) against your [Legal Title](#)

If you require a mortgage to buy your property, you will need to either contact lenders direct or use a Financial Advisor to help you with the best terms for your individual circumstances. We advise you to “shop around” for the right deal for you. We do have contacts with Independent Financial Advisors if you require assistance with this. The application to the lender is made either in writing or on line. The lender will then usually check your identity and ability to make the necessary repayments and either Survey or value the property.

Once they are satisfied they will issue you with a formal mortgage offer containing the offer to lend and all of the terms. It is essential that you receive the written offer and check it for accuracy before [Exchange of Contracts](#).

We do not usually have any input in the mortgage process until we receive instructions to act for them which are issued to us at the same time as the offer is sent to you.

Mortgage companies vary a great deal in relation to the speed of offer process which is usually between 2-4 weeks. Your company should be able to give you a realistic timescale.

In most cases the lender will instruct us to act for them also. We are on all of the major lenders panels as recommended solicitors. This will save you the cost of paying for a second solicitor to act for the lender.

We set out below some general information about mortgages although you must refer to the general and specific terms and conditions of the lender and offer you receive.

1. Your Obligation as a Borrower

You agree to comply with the conditions as set out in the mortgage conditions in the offer. The most important of these is to repay the loan in accordance with the terms of the offer. If you breach any of the terms of the mortgage, the Lender has various rights including the right to repossess the property and then to sell it. If the outstanding debt is more than the net proceeds of sale you will be liable for the shortfall [Survey/Valuation](#)

2. High Percentage Borrowing

If you are borrowing above 85% of the value of the property the Lender may require additional security in case their debt is not covered in a sale of the property. Some Lenders require an insurance guarantee and charge you a premium.

3. [Vacant Possession](#)/Letting

It is usually a requirement of you have [Vacant Possession](#) on [Completion](#). If you wish to let the property you will need the Lender's consent. If you are buying the property to let it or subject to an existing letting, the letting have been approved.

4. [Building Insurance](#)

5. Independent Legal Advice

The Lender may require a third party e.g. guarantor or a non owning occupier be given independent legal advice. The independent solicitors will charge a separate fee.

7. Retentions

Sometimes a Lender holds back money from the loan because works remain to be carried out to the property.

8. Paying off the Mortgage.

Some offers include a penalty for the repayment of the loan within a certain period. You should ensure that you understand the terms of this.

9. Conflicts of Interest

We will invariably act for both you and the Lender. This will save you the cost of a second solicitor but there are circumstances in which a conflict of interest e.g.

- (a) The price is lower than you told the Lender
- (b) You are receiving a Cash Back or other inducement from the Seller
- (c) You have decided to let the property rather than occupy it personally.
- (d) Your financial circumstances have changed – e.g. you may have lost your job
- (e) You are obtaining further funds on loans or mortgages.

We are obliged to disclose any relevant information we have to your Lender, hence the conflict. We would of course require your consent to disclose the information but if you do not give consent, we cannot act further in the transaction for you or the Lender, and must advise the Lender that a conflict of interest has arisen. This would signify that something unusual has occurred and the Lender may reconsider the Loan offer.

13 What happens to the Title Deeds?

The [Land Registry](#) no longer issue title deeds. The documents relating to your property will comprise a copy of your [Legal Title](#) and other necessary, or useful documents (e.g. a National House Builders Council guarantee or copy Planning Permissions). Most Lenders do not now store these documents. We will send you copies of these documents during the course of you purchase and the originals if we receive them on [Completion](#).

These are important documents and ought to be kept in a safe place to be available when you sell the property. If these documents are lost or accidentally destroyed you may be put to substantial expense in obtaining duplications. We do not keep paper copies of your file but will keep an archive copy on computer. We will arrange to send you material documentation on completion at a charge of £35.25 by recorded delivery.

| Do I/We need a Survey?

If you are buying a property you are strongly advised to arrange a survey as you buy the property in its current condition. The legal rule is caveat emptor (let the buyer beware). This means that you will have no legal recourse if, once you have bought the property, you discover some defect that would have deterred you from buying if you had known about it.

| If you are financing the purchase with a mortgage, your lender will usually require a valuation of the property. Every lender has their own requirements but many now only require a valuation, which will not consider the condition of the property in any great detail and may not afford you any protection in the event of a latent defect. A valuation will not address problems that do not affect the valuation of the property but might prove costly, problematic or time consuming in the immediate or medium term future.

Some lenders offer a range of surveys of differing detail and you are advised to have as detailed a survey as possible particularly in cases where no building guarantee (e.g. NHBC) is in force.

If you are not taking out a mortgage or your lender cannot arrange a detailed survey for you we would be happy to recommend a range of surveyors for you to consider.

| What is a NHBC Buildmark Warranty/Guarantee?

NHBC stands for National House Building Council. They are the standard setting body for the building industry and also provide building guarantees for houses built by builders registered with them and where the building work is monitored by them. 'Buildmark' is the name of NHBC's 10-year warranty and insurance cover. It is designed to protect owners of newly-built, or newly-converted residential housing, if a problem does occur in a new home registered with NHBC. This is the largest building warranty scheme but there are others e.g. Zurich.

For more information visit their website <http://www.nhbc.co.uk/>

When is Planning Permission/Building Regulation Consent required?

Local Authorities are tasked with the control of building and development in their area. When considering developing building on or changing the use of your property or part of it you should always contact the Planning and the Building Control Departments for the area to check whether or not what you are considering doing on the property would require either or both Planning Permission or Building Regulation Consent. Some building activities or changes of use of property

- Require neither planning permission nor building regulation consent
- Require only planning permission
- Require only building regulation consent
- Require both building regulation consent and planning permission

For more information visit

<http://www.planningportal.gov.uk/>

<http://www.communities.gov.uk/planningandbuilding/buildingregulations/>

In addition to the Local Authority requirements some title deeds to property require a consent or approval to alterations from a Third Party [in addition to any consents required by the Local Authority.](#)

If you are buying a property

1. You should ensure that any work already carried out to the property benefited from the appropriate local authority permission/consent and any consent required under the provisions of the title
2. That any work you are contemplating will not contravene either Local Authority requirements or the provisions of the title deeds

If you are selling a property please ensure that we have the originals or copies of all permissions and consents relating to either the building or your property or any alterations additions or changes of use.

Please discuss this with us if you require further advice.

| What Building Insurance is required and when?

You will need to arrange comprehensive building insurance for your property during the period you own it. If you have, or will have, a mortgage over your property, your lender will require that the property is adequately insured. If you are buying property you should arrange building insurance from the date of [Exchange of Contracts](#).

If you have or will have a mortgage, your lender will specify their requirements in this regard. You will usually be able to arrange insurance either through your lender or with an insurance company of your choice. If you are arranging the insurance yourself you must ensure that it is for the amount and complies with the requirements stated on your [Mortgage Offer](#).

| [What is a Flying Freehold?](#)

| A flying freehold exists when one part of a property extends physically over, or under, a neighbouring property. The two buildings depend upon each other at least in part for support. Unless there are clear arrangements for support and upkeep which are enforceable, if the neighbouring property does not maintain the support it may well endanger the structure of its neighbour with the flying freehold. Many lenders will not lend where there is a flying freehold and you should think carefully before proceeding with a matter where there is such an arrangement.

It may not always be clear from the title that there is a flying freehold so if you are buying or selling a property which overhangs or has another property overhanging it please notify us as soon as possible.

Defective title Indemnity cover may be available for this type of defect.

What is a Power of Attorney and when is it required

If you are likely to be personally unavailable during the course of your conveyancing (e.g. if you are likely to be abroad and it will be difficult costly or slow to contact you or to have you sign and return original documentation) it is advisable to consider granting a Power of Attorney to someone to sign any documents on your behalf or to give us instructions on the transaction to avoid any unnecessary delays.

You may grant a comprehensive power to cover all of your financial or other affairs or a limited power for one transaction only. If this is likely to apply to you please contact us before you become unavailable to discuss this.

Please note that the [Execution of Deeds](#) must be done either personally or under a Power of Attorney.

| What is Radon Gas?

EXTRACT FROM DEFRA (Department for the Environment Food & Rural Affairs Website)

Radon is a naturally-occurring radioactive gas found in all rocks and soils . In the open air it disperses and poses no risk to health, but studies from around the world have found that it can cause lung cancer when high levels build up in homes, with smokers being most at risk.

It has been said that radon remains a significant public health issue. It is the second largest cause of lung cancer in the UK after smoking. For smokers, the radon risks are much greater than for non-smokers. Participating local authorities will be the main point of contact for householders.

Remedial measures used to reduce radon levels will depend upon the level of radon found, and on the way in which the home is constructed. Generally the range of possible remedies are straightforward. It may involve clearing or replacing existing air bricks or excavating a void or "sump" under the property coupled to pipework and a small fan to draw out the radon-laden air from under the home. Typically the cost is between £500 and £1,000.

Further information

- To find about more about what radon is, where it is found, what the dangers are and the measures needed to get rid of radon problems see www.defra.gov.uk/environment/radioactivity/radon/index.htm or NRPB's website: www.nrpb.org/radon.
- A study of the risk from radon exposure was published in December 2004 using data on radon and lung cancer from nine European countries. Results confirm high levels of radon pose a hazard in the home. It also demonstrates a detectable risk at radon gas concentrations below current remedial action levels used in most EU countries including the UK. NRPB will be considering the implications of this study on current guidelines for radon preventative and remedial measures and give advice if necessary. Details of the study are on the British Medical Journal's website at: <http://bmj.bmjournals.com/cgi/content/short/bmj.38308.477650.63v1>
- Local authorities that have areas where there is a high risk of dwellings exceeding the Action Level and are interested in participating in the programme should contact NRPB at Chilton, Didcot, Oxfordshire OX11 0RQ; telephone 01235 831600; fax 01235 833891; email radon@nrpb.org.

Please explain Execution(Signing) of Deeds?

In order for certain documentation in a conveyancing transaction to be valid and enforceable they will need to be "Executed as a Deed". This means that they will have to be both signed and witnessed ("executed") either by the person addressed personally or an Attorney under a Power of Attorney.

Personal Execution

Each Deed must be signed with your usual signature where indicated by pencilled crosses and/or your initials and witnessed by an independent third party (i.e. not a relative, spouse or partner), who must also sign the Deed and add his or her name, address, (and occupation when required) in the spaces provided. The witness must be aged over 18 years.

Signed as a Deed by the said
Fred Bloggs
in the presence of

Fred Bloggs (signature)

Witness Tom Jones (signature)
 Tom Jones
 1 High Street
 Hemel Hempstead

Execution under [Power of Attorney](#)

Each deed must be signed by the attorney where indicated with the name of the person for whom they are Attorney and add the words underneath "by his/her Attorney" and then put their own signature underneath as set out below and witnessed by an independent third party (i.e. not a relative, spouse or partner), who must also sign the Deed and add his or her name, address, (and occupation when required) in the spaces provided. The witness must be aged over 18 years.

Signed as a Deed by the said
Fred Bloggs by his attorney
in the presence of

Fred Bloggs (*signature*)
by this attorney
Joan Smith (*signature*)

Witness Tom Jones (*signature*)
 Tom Jones
 1 High Street
 Hemel Hempstead

Why and What Identification Evidence do we need to produce?

In order to comply with legislation connection with the prevention of Money Laundering and Terrorism, we are required by law to verify our client's identity before taking on a matter, prior to any work being undertaken on your behalf. To enable this to be done, we will require our clients to attend our office as soon as possible and bring with you **ONE** of the items listed in Part A and **ONE** of the items listed in Part B. These will be copied and placed on file to evidence our compliance with the above statutory regulations. Please note copies will not be acceptable and we are obliged to view the original.

Part A: Current signed passport, birth certificate, current EEA/UK photocard driver's licence, current EEA member state identity, current identity card issued by the Electoral Office for Northern Ireland

Part B: Council tax bill, current driver's licence (photocard or paper), utility bill or statement (cannot be mobile phone bill and must be dated within the past 3 months), confirmation from an electoral register that a person of that name lives at that address, a recent original mortgage statement from a recognised lender, local council or housing association rent card or tenancy agreement, HMRC self-assessment statement or tax demand, Bank/building society statement

We do accept photocopies of the above documents provided that they have been certified in the UK by an authorised Financial Adviser, a lawyer, a banker, a (medical) doctor, a police officer or an accountant. Please ensure that the person who certifies any document ensures that it is marked with the words "original seen" and is accompanied by the certifier's signature, capacity, contact address and daytime telephone number.

What is Defective Title Indemnity

Sometimes in conveyancing transactions there are problems with the title e.g. the lack of some historic document or a planning permission or defective rights of way or drainage. Where there is a defect in the title that we are unable to resolve on your behalf., in some circumstances we will be able to arrange for defective title indemnity insurance to cover any claims or problems that may arise because of the defect. A defect in title should be for the Seller of a property to resolve and so the Seller usually pays for the policy. However this is the subject of pre contract negotiations.

| You will be sent a copy of the policy to agree:

| You will need to read and consider the terms of the policy with our assistance. A Buyer will not be covered for any increase over and above the [agreed](#) figure which will usually be the price of the property. You may therefore wish to obtain top up cover from time to time to protect your interests. We should be able to arrange this for you. You are likely to be asked to increase the cover when you sell to the level of the agreed sale price. This is because you will have inherited the “defect” in the title, and it is generally regarded as the Seller’s responsibility to either put that defect right, or offer adequate insurance – such matters are however for negotiation between the seller and buyer on the occasion of a property sale.

You should also note that in the event of your looking to obtain a remortgage a new lender may require additional cover to be purchased to the latest valuation. If you receive notice of or a potential claim in respect of the policy that you must contact your lender, and the insurer.

| What is a Conveyancing Chain

A chain is a series of linked purchases and sales e.g. below

1st time buyer buying from
Mr & Mrs A buying from
You buying from
Mr & Mrs B buying from
A Developer

Chains occur when because everybody in the “chain” requires to buy and sell simultaneously. The whole process will take the time of the slowest in the chain. As you are not be involved in the processes below or above your transaction(s) it is often very difficult to ensure that you have full information about the progress. We do not have details of or the right to speak to other conveyancers in the chain not involved in your immediate transaction(s) but your estate agent(s) may be able to give you some information if there is a problem. We therefore have very little control over the speed or timing of the transaction which is what many movers find so difficult to deal with and stressful.

What should a Buyer do to prepare for the move

CHECKLIST FOR MOVING IN

1. Ensure that you have building insurance in place on [Exchange of Contracts](#) and contents insurance from the [Completion Date](#)
2. Ensure that any savings are ready available to pay over in cleared funds at least the day before [Completion Date](#)
3. Book removals. Do not confirm booking for these before Exchange of Contracts as only on exchange will the date be fixed and certain.
4. Contact the following bodies in the area you are moving to and arrange for new accounts:
Gas; Electricity; Telephone*; Council tax; Water rates;
5. Make sure you know where the keys for your new house can be collected
6. If you are living in rented accommodation, tell the Landlord when you are moving out, arrange to settle the bills.
7. Let the following know you are moving
 - Bank, building society
 - Credit cards
 - Insurance company (car, life insurance, health insurance)
 - Driving insurance and car registration documents
 - AA/RAC
 - Doctor, hospital, dentist, optician, accountant
 - Friends & Family
 - Investment Companies, pension providers
 - Sky etc
 - Schools
 - Employer
 - Tax and National Insurance offices
8. Ask for your mail to be re-directed
9. Have the gas, electricity, water and telephone meters for your present accommodation read the day you move
10. If possible check the property the day before completion to ensure that arrangements have been made to clear it and leave all items agreed and that no damage has occurred.
11. _____ Cancel any standing orders referable to your present accommodation.
12. _____ Make or change your [Will](#)

What should a Seller do to prepare for the move

A PRACTICAL CHECKLIST FOR MOVING OUT

1. Leave a set of keys with the agent so that your buyer can collect them, or agree arrangements directly with the buyer.
2. Book removers or hire a van to move yourself. Do not confirm booking for these before Exchange of Contracts as only on exchange will the date be fixed and certain
3. Clear the property to ensure that you will be able to give [Vacant Possession](#)
3. Arrange for any gas appliances disconnected
4. Cancel Standing Orders for Gas, electricity, water rates, milk, papers Council tax building and contents insurance your mortgage payments
5. Let the following know you are moving
 - Bank, building society
 - Credit cards
 - Insurance company (car, life insurance, health insurance)
 - Driving insurance and car registration documents
 - AA/RAC
 - Doctor, hospital, dentist, optician, accountant
 - Friends & Family
 - Investment Companies, pension providers
 - Sky etc
 - Schools
 - Employer
 - Tax and National Insurance offices
6. Arrange for your mail to be re-directed
7. Have the gas electricity water and telephone meters read the day you move
8. Make or change your [Will](#)

What is Gazumping and Gazundering

Neither the Seller nor the Buyer is legally obliged to complete the sale and purchase until [Exchange of Contracts](#). In practice this means that until then either party may withdraw from the transaction. Clearly this leaves both parties exposed to financial loss, particularly the Buyer who may have paid for survey fees, searches and legal expenses, but also the Seller who may have to maintain mortgage payments until the property is resold and pay solicitors fees.

Unfortunately this is the present legal procedure although you may wish to consider:

- The “insurance offer” contained in our fee Quotation which will cover our legal fees if the matter is abortive (but not [Disbursements](#)).
- A pre exchange agreement either for exclusivity for a period or for a non refundable deposit to be payable in the case of either party withdrawing. These are not common and would involve additional fees so their viability would depend upon the circumstances of your individual matter.

What constitutes Our Quote Pack

We will send you a written quotation with

Full details of our costs

Details of all [Disbursements](#)

Our [Terms of Business & Client Charter](#)

A [Form of Authority](#)

The above constitutes our agreement with you.

On a sale we will also send a series of [Sale Questionnaires](#) that are standard and will be sent to the Buyer's solicitors with the contract

We cannot take any steps until you have returned the authority and we carried out an identity check in accordance with prevention of [Money Laundering](#) and Terrorism requirements. We will also require funds to carry out initial searches on you behalf as detailed in the quote.

What are your Terms of Business & Client Care Charter

We pride ourselves on the providing the highest standard of service and legal advice to all of our clients. We aim to ensure that our service exceeds your expectations. You are in safe hands.

Our commitment to you – we will endeavour to:-

- ✓ Agree with you in advance the level of service you need.
- ✓ Represent your interests.
- ✓ Keep your business confidential except where under a legal obligation to do otherwise.
- ✓ Discuss with you what you hope to achieve and discuss with you what would be a realistic result.
- ✓ Give you clear legal advice that you can understand.
- ✓ Make sure you understand the risks involved in following your instructions.
- ✓ Only charge what we have agreed with, or notified to you. If we cannot fix a fee, we will agree the basis of our charges with you and give you an idea of the total cost. If we cannot give you an idea of the total costs we will:-
 - I. Give you a general forecast, with a possible range of costs.
 - II. Explain why a forecast is not possible, but indicate costs for each stage of the matter,
 - III. Agree a cost limit and review date.
 - IV. Give you a written update of costs. (This will include money we have paid to others for you.)
- ✓ Keep you up to date with our progress. If there is no action for any period of time, we will on request explain to you when you are likely to hear from us next.
- ✓ Deal with questions quickly and treat all clients fairly and not discriminate against any of them.
- ✓ Return phone calls on the same or following day or explain why this is not possible when we return your call.
- ✓ Reply to your letters within a reasonable period. (If we need to provide a detailed reply, we may acknowledge your letter and let you know when you can expect our full reply.)
- ✓ Consider all your comments about our service. If you feel you are not receiving the service you hoped for, please tell us immediately. Your suggestions can help us improve the service we give all our clients, and you should always give us accurate and complete information to enable us to comply with our commitment.

Communications between you and us.

We are committed to providing a high-quality legal service to all our clients. Should there be any aspect of our service with which you are unhappy, please raise your concern in the first place with the Partner or Senior Solicitor in charge of the office with which you are dealing. If you still have queries or concerns, please contact our Client Care Partner, Linda Witts, who will be pleased to assist.

Terms

- If acting for more than one party the Client authorises the Solicitors to accept instructions from any one of the Clients on the others behalf unless otherwise notified.
- The Solicitors' charges to the Client have been notified to the Client. These are given on the basis that the transaction will not be more complex or time consuming than expected/normal for this type of transaction, and assume that no additional work will be undertaken at the Clients request or in order to protect the Clients interests.
- The Solicitors reserve the right to levy reasonable charges in respect of any additional work undertaken on the Client's behalf, at the Client's request, or (subject to the Solicitors notifying the Client in the first instance) where a matter proves to be more complex or time consuming than expected.
- The Solicitors reserve the right to levy reasonable charges for work undertaken should a matter prove abortive. These reasonable charges are levied at a rate of £185/hour for time spent on a matter, and at a rate of £18.50 per letter written, telephone or fax call, or e-mail made or received, all subject to vat, but should not exceed 75% of the original amount quoted to you at the outset.
- The Client authorises the Solicitors to act on the Client's behalf and in doing so to commit the Client to an exchange of Contracts by means of a telephonic exchange rather than by exchange in person or by way of personal attendance and acknowledges that the validity of a contract is dependent upon adherence to the recognised procedure for the giving of undertakings and all other matters not only by the Solicitors but also by the conveyancing representative of the other party involved upon any such telephone exchange.
- The Client also authorises the Solicitor to complete a conveyancing transaction relying upon the bank's telegraphic transfer or CHAPS system and accepts responsibility for the costs and claims of any late or non-completion of a matter due to the failure or delay of transmission of funds through such banking system.
- Where the Solicitors deem it to be in the Client's interest they may adopt all or any part of the Law Society's National Conveyancing Protocol including (unless otherwise notified in writing) the offering of information relating to any sale or purchase being undertaken by the Client.
- The Client will, upon request by the Solicitors, confirm any specified instructions to the Solicitors in writing, and the Client will provide the Solicitors with the necessary funds due from the Client to progress or complete the matter on the Client's behalf or to balance the Client's ledger, when required by the Solicitors (whether before or after completion of your matter) including the Solicitors' fees and will, upon request, provide cleared funds to the Solicitors, in time for completion.
- In particular the Client agrees to pay upon request any additional funds required by the Client's lender over and above the monies sent by the Solicitor to the lender to redeem a mortgage on completion of a sale in the event of any further redemption funds being required by such lender.
- The Client will also, when required, ensure the signing and return of any documentation reasonably required by the Solicitor in connection with the transaction.
- The Client authorises the Solicitors to copy and hand over any papers relating to the Client's Purchase and/or Mortgage to the Client's Lender on request by the Client's Lender and the Client (and if applicable, jointly and severally) confirms that he/she/they have not been subject to any Bankruptcy proceedings, and will immediately notify the Solicitors in writing should any such proceedings be instigated or threatened against them, during this retainer.

- The Client acknowledges the advice given now by the Solicitors that any property intended to be purchased by the Client may have a contaminative history.
- The Client is further advised that the Solicitors are unlikely to receive any substantive information or indeed any information at all, from the Seller's Solicitors or Local or other Authority detailing any such history.
- The Client is advised that the property to be purchased may in the future appear on a Register of Contaminated Land, thereby making the Client responsible for the cost of remediation, or blighting the property. The Client has a choice of either instructing the Solicitors to effect an "EnviroSearch" at a cost of [approx](#) £45.00, or of requesting the Solicitors not to effect such a Search, but to obtain Environmental Liability Insurance Cover, and in which case further details will appear in correspondence that will be sent to you following receipt of your instructions to deal further with this issue. The Client has the option of instructing the Solicitors now to affect such a Search, or to obtain a quotation for such cover.
- The Solicitors reserve the right to make a further and reasonable charge for the cost of effecting the above, in the region of £50.00 plus VAT, if the Client so requests by ticking against either of the two options appearing below.
- The client hereby gives the solicitors authority to retain its records in electronic form only and to destroy the original file 4 weeks after completion of the matter. If after completion of the client's transaction the client requires retrieval of any archived material the Solicitors reserve the right to make a charge based on time spent for such retrieval and for production of any stored papers.
- The Solicitors may retain information relating to the Client on its database for its own purposes but will not do so if you so request.
- The client must note that the client's address that will be given to the Landlord (if the property being purchased is leasehold) and to HM Land Registry will be the address of the property being purchased unless the client informs the solicitors of an alternative address for service of all documents from these bodies. Further details and an explanation of the importance of this condition will be given to the client upon request, and in our Information Notes that will be sent to the Client during the course of any purchase transaction.
- Please tell us if you have any important time limits, write or email to us rather than telephone, and deal fully and quickly with any questions or requirements relating to your transaction that are sent to you.
- The Solicitors will use their best endeavours to assist the client whenever possible.
- The Solicitors endeavour to abide by a Clients Charter whereby the Solicitors will talk to the Client about how they will handle the Client's matter and other areas where the Solicitors may be able to help the Client, reply to the Client's letters promptly, return the Client's telephone calls whenever possible before the end of the day, write to the Client when requested on the progress of the Client's matter, see the Client promptly for appointments, keep secure any funds entrusted to the Solicitors by the Client, and remit monies to the Client's account as soon as any money is due to the Client.
- The Client acknowledges receipt and acceptance of our Client Care Charter enclosed when you confirm your instructions to us, and agrees that upon receipt of these instructions you give us permission to begin work for you.
- For the purposes of The Distance Selling Regulations 2000 you acknowledge and agree that your particular transaction may not be completed within 30 days of the date hereof.
- Above all, the Solicitors will always endeavour to be understanding and approachable and to treat the Client as an individual and not as the source of a potential problem.

- If at any time you feel you are dissatisfied in any way, please ask to speak to the person in charge of the office or one of the Partners notified on the letterhead.
- Any advice given to you will be independent and you are free to raise questions on all aspects of the transaction(s). If you have been referred to the firm by an introducer we will not disclose any information to them unless you consent.

How Long Will it Take?

It is difficult to estimate how long a conveyance will take as there are a number of practical factors outside the control of your solicitor

- Does the Buyer need a Mortgage Offer
- Is there a Chain
- Is there a problem with the Survey
- How long the Buyer's solicitors take to deal with the contract pack

If there are no unduly problematic matters arising during the pre contract stage most transactions take between 8-16 weeks from offer to Completion

What is a Contract Race

In general Sellers of Property deal with one buyer at a time. However there is no legal obligation upon the Seller to do this and they may leave the Property on the market even if they have accepted an offer and their solicitors have sent out a contract to the potential Buyer.

However, under the guidance rules for solicitors, solicitors cannot send out a second contract to another Buyer unless and until they notify both Buyers of the other's interest and set out the terms under which they will proceed with one of the Buyers. In practice this is usually the first Buyer to offer an unconditional exchange of contracts but there may be other conditions required.

This guidance note was to assist in reducing [Gazumping](#).

Therefore as a Buyer you may be unaware that other negotiations are proceeding behind the scenes, but you would have to be notified if a contract was sent out.

Useful websites

NHBC <http://www.nhbc.co.uk/>

Planning Portal <http://www.planningportal.gov.uk/>

<http://www.communities.gov.uk/planningandbuilding/buildingregulations/>

Environmental Agency www.environmental-agency.gov.uk

Homecheck: www.homecheck.co.uk

Dacorum: <http://www.dacorum.gov.uk/>

St Albans:

Land Registry (Stamp Duty & Capital Gains Tax) <http://www.landreg.gov.uk>

Inland Revenue: Stamp duty <http://www.hmrc.gov.uk/so/index.htm>

[HIPs](#)

<http://www.homeinformationpacks.gov.uk/consumer>

[DEFRA www.defra.gov.uk/environment/radioactivity/radon/index.htm](http://www.defra.gov.uk/environment/radioactivity/radon/index.htm) or NRPB's website:
[www.nrpb.org/radon.](http://www.nrpb.org/radon)

Council of Mortgage Lenders <http://www.cml.org.uk>

Lease Website: <http://www.lease-advice.org/newintro.htm>

FENSA <http://www.fensa.co.uk>

Law Society <http://www.lawsociety.org.uk/home.law>

The Probate Registry (Wills)

http://www.hmcourts-service.gov.uk/infoabout/civil/probate/why_will.htm

Up My Street: <http://www.upmystreet.co.uk>