



## **T G Baynes Solicitors Client Care Guide for Residential Conveyancing**

The terms and conditions of business set out in this Client Care Guide comprise the terms upon which T G Baynes Solicitors will accept instructions from you in respect of the provision of Residential Conveyancing (i.e. sales, purchases, re-mortgages and equity transfers).

### **1. Places, Hours of Business and Means of Contact.**

- 1.1. Our law offices are located in Bexleyheath, Dartford and Orpington. A postal address, telephone number, fax number and e-mail address for those branches are available at [www.tgbaynes.com](http://www.tgbaynes.com) and set out on the letterhead for each branch.
- 1.2. Should you need to contact us again before formally instructing us, please contact the law office you have been dealing with.
- 1.3. T G Baynes Solicitors offices are open from 9am to 5.30pm on weekdays excluding bank holidays.

### **2. Residential Conveyancing Terms and Conditions.**

- 2.1. A conveyancer will be assigned to your matter once we receive your completed instructions forms and appropriate identification documents. We shall notify you of the name and contact details of the conveyancer representing you on receipt of formal instructions.
- 2.2. In the event of a complaint, we hope that you are able to resolve matters with the conveyancer acting for you. We aim to offer all of our clients an efficient and effective service and are confident that we will do so in this case. However, should there be any aspect of our service with which you are unhappy, you should notify Richard Thomas who is the supervising solicitor for this department. Mr Thomas is based at Broadway House, 208 Broadway, Bexleyheath, Kent, DA6 7BG. Alternatively you may contact our chairman, Keith Gough, who is also based at our Bexleyheath office.

You have the right to complain to the Legal Ombudsman at the conclusion of our complaint process. You should allow at least eight weeks for us to resolve your complaint but if we fail to deal with this to your satisfaction you can involve the Legal Ombudsman provided you contact them within 6 months of your last contact with us. The Legal Ombudsman can be contacted by telephoning 0300 555 0333 or by writing to PO Box 15870 Birmingham B30 9EB or at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

A complaint can include a complaint about our bill. You may also have the right to object to payment of our bill by applying for an assessment under Part III of the Solicitors Act 1974.

Please note that we may be entitled to charge interest on any part of our bill which remains unpaid.

- 2.3. The average length of time to reach completion (i.e. the moving day) is 10-12 weeks. A typical re-mortgage will take 7 days from receipt of mortgage offer. We will always do our best to try to meet a deadline that you may be working towards, but there are a variety of factors that can affect the time scale involved in completing a transaction; for example:
  - 2.3.1. the number of parties in the conveyancing chain. Sometimes this can cause delay in the process especially if the chain breaks down at any point;
  - 2.3.2. all of the parties securing mortgage funding (if necessary). Delays can take place while this is arranged;
  - 2.3.3. agreeing a completion date if different parties have different priorities;
  - 2.3.4. surveys revealing unforeseen structural problems which may require further investigation such as specialist reports in relation to damp proofing, electrical work or defective central heating.
- 2.4. A broad outline of the work comprised in a conveyancing transaction is:-
  - 2.4.1. supplying information to a buyer and obtaining it from a seller;
  - 2.4.2. checking that a seller has good title;
  - 2.4.3. agreeing the terms of a contract for sale and purchase;
  - 2.4.4. when everyone is ready; agreeing a completion (moving) date and exchanging contracts;

- 2.4.5. making pre-completion arrangements, signing transfers and making further searches;
  - 2.4.6. obtaining a repayment figure on any 'old' mortgage and arranging receipt of the money in relation to any 'new' mortgage;
  - 2.4.7. on moving day:
    - 2.4.7.1.1. receiving the sale money from your buyer;
    - 2.4.7.1.2. paying off your old mortgage;
    - 2.4.7.1.3. paying for your new house;
    - 2.4.7.1.4. sending any surplus money to you.
  - 2.4.8. registering your ownership at the Land Registry and informing you when we receive the Title Information Document;
  - 2.4.9. acting for your lender to ensure that their interests are properly protected.
- 2.5. You may be aware that the Government has expressed a determination to eradicate money laundering; which is the process by which proceeds of criminal activity are changed to appear to originate from a legitimate source. The Government is taking far-reaching steps to identify those in possession of and/or seeking to utilise any funds or property that represent the proceeds of crime.
- 2.5.1. Solicitors and their staff are now required by law to report to Government departments and other regulatory bodies should they suspect or be uncertain about the legitimacy of funds or a proposed transaction. Solicitors and their staff may face prosecution if they fail to report any circumstance of which they are aware or *should have been aware* in which it transpires that the proceeds of crime have funded a transaction.
  - 2.5.2. Since the onus is placed on solicitors and their staff to make all necessary enquiries in this regard, please ensure that you provide us with all of the information we may require, both to establish your identity and the legitimacy of your transaction. Accordingly, we reserve the right to seek clearance to proceed with your transaction from the necessary Government department or other regulatory body. This would result in our being prohibited from discussing the matter further with you until permission was given for us to do so. Please note that our duties under the Proceeds of Crime Act 2002 and the accompanying Money Laundering Regulations 2003 override our duty to clients in respect of confidentiality. Please note that we accept no liability if your transaction is delayed whilst we seek clearance from the authorities. Please note that we may be prevented from acting for you further without explanation.
- 2.6. Please note that as a result of the Proceeds of Crime Act 2002 and the money Laundering Regulations 2003 this firm will not be in a position to accept any more than £500.00 in cash for any payments. Please bear in mind that completion of your transaction may be delayed if payment is not made by the requested method e.g. banker's draft or CHAPS payment.
- 2.7. Please return any sale, purchase, re-mortgage or transfer of equity questionnaires to us promptly
- 2.8. Please return any Property Information and Contents Forms duly completed as soon as possible.
- 2.9. When we write to you to confirm your instructions, you will be given a login name, password and full instructions to enable you to check matter progress via our website on the internet. You may wish to make your login information available to your estate agent so that they can check matter progress on your behalf. This will prevent unnecessary time being expended by providing third parties with matter progress reports.
- 2.10. We are not authorised under the Financial Services and Markets Act 2000 but we are able, in certain circumstances, to offer a limited range of investments services to clients because we are members of the Solicitors Regulation Authority. Our SRA reference number is 46768. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.
- 2.11. If you have any problem with the service we have provided for you then please let us know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us to resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us the Legal Ombudsman provides a complaints and redress scheme.
- 2.12. The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is an independent complaints handling body.
- 2.13. This firm is not authorised by the Financial Services Authority. We are included on the register maintained by the Financial Services Authority so that we can carry on insurance mediation activities, which is broadly the advising on, selling and administration of insurance contracts. This part of our business is regulated by the Solicitors Regulation Authority, however arrangements for complaints or redress if something goes wrong is handled by the Legal Ombudsman. The register can be accessed via the Financial Services Authority website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register).

- 2.14. All clients' funds are held in accordance with the Solicitors Accounts Rules. In the light of the 2008/2009 banking crisis we are reminding clients that the collapse of any bank or building society with whom we have deposited clients' money could result in the loss of those monies.

The firm takes all necessary and reasonable steps to safeguard and protect client funds, including monitoring of reliable doubts about the solvency of any bank or building society with whom we have deposited clients' money. However, notwithstanding the diligent performance of our professional obligations, the firm may not be liable to repay money lost through a banking failure.

As solicitors, we have a duty to alert you to any circumstances which may limit the firm's liability, so we have taken the extreme step of bringing this matter to your attention because of the critical events in 2008/2009 which have so seriously affected most financial institutions.

- 2.15. We shall try to avoid changing the people who handle your work; but if this cannot be avoided, we will inform you promptly of the name of the person to whom your matter has been transferred.
- 2.16. You will have received an estimate of our fees with the accompanying letter. The estimate of the final fee is based on the value of the property being bought or sold in conjunction with the amount of time we estimate that your matter should take to complete. The estimate of time taken for a freehold matter is 5 hours and for leasehold matters, 6 hours.
- 2.17. We shall do all we can to complete the work within the cost estimate given at the outset of the matter. If, however, we discover that your matter is becoming protracted, we shall contact you as soon as possible with a revised estimate of fees.
- 2.18. The estimate of fees you have received includes provision for the work that we will carry out on your behalf in connection with one existing mortgage on any sale or re-mortgage and one new mortgage on any purchase or re-mortgage. Repayment of further existing mortgage(s) or completion of subsequent new mortgage(s) will incur additional fees.
- 2.19. The hourly rate charged for lawyers carrying out residential conveyancing is £140.00 per hour (plus VAT) and £60.00 per hour (plus VAT) for tasks carried out by conveyancing assistants. Tasks undertaken after any we have sent any revised estimate of fees to you will be charged at the current rate for the fee earner or assistant carrying them out. The hourly rates set out are normally reviewed annually and take effect from 1 May in each year. We will advise you in writing of details of any revision of rates occurring during the conduct of your matter.
- 2.20. Where the initial cost estimate is exceeded, and we have notified you with a revised estimate of fees, letters written and received and telephone calls made and received will be charged for either in single or multiple units comprising 1/10<sup>th</sup> of an hour.
- 2.21. Should your transaction fail to proceed to completion, our fee will be calculated either as:
- 2.21.1. a proportion of the estimated fee based on the stage the transaction has reached; or
- 2.21.2. the actual time recorded; whichever shall be the greater.
- 2.21.3. VAT will be added to the fee. Any disbursements incurred (i.e. payments made on your behalf) will also be chargeable.
- 2.22. The estimate of our fees includes conventional work associated with your matter. Additional complexity may involve an additional service from the list set out below. As you will see execution of these tasks is based on a 'menu pricing' system.
- 2.23. The timing of completion may incur an additional fee. As you will be aware, the point at which you become legally bound in your transaction is called 'Exchange of Contracts'. Immediately before exchange of contracts, a 'completion date' i.e. moving date is agreed and that date becomes a term of the contract. There is a considerable amount of work that takes place between exchange of contracts and completion. If that period is reduced to less than 10 working days, additional work is created in terms of 'progress-chasing' to ensure that your matter is ready to complete on time. Should you agree to complete your transaction on a date which leaves ten or less working days between exchange of contracts and completion, each transaction will incur an additional fee of £95.00 plus VAT;
- 2.24. Other matters which will attract additional fees are: -
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| 2.24.1. Redemption of outstanding loan by CHAPS payment                 | £35.00  | plus VAT; |
| 2.24.2. Payment of sale proceeds to yourself or others by CHAPS payment | £35.00  | plus VAT; |
| 2.24.3. Discharge of Second or subsequent Legal Charge                  | £75.00  | plus VAT; |
| 2.24.4. Preparation of a Power of Attorney                              | £150.00 | plus VAT; |
| 2.24.5. Preparation of a Deed of Trust                                  | £250.00 | plus VAT; |
| 2.24.6. Preparation of a Deed of Postponement                           | £125.00 | plus VAT; |
| 2.24.7. Preparation of a Deed of Variation to a Lease                   | £375.00 | plus VAT; |

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| 2.24.8. Approval of a Deed of Variation to a Lease                     | £175.00 | plus VAT; |
| 2.24.9. Preparation of a Legal Charge                                  | £175.00 | plus VAT; |
| 2.24.10. Preparation of a Deed of Rectification                        | £275.00 | plus VAT; |
| 2.24.11. Approval of a Deed of Rectification                           | £125.00 | plus VAT; |
| 2.24.12. Preparation of an Assured Shorthold Tenancy Agreement         | £225.00 | plus VAT; |
| 2.24.13. Approval of an Assured Shorthold Tenancy Agreement            | £225.00 | plus VAT; |
| 2.24.14. Transfer of Business Loan Facility/Overdraft                  | £175.00 | plus VAT; |
| 2.24.15. Transfer of Legal Aid Charge or other current loan            | £175.00 | plus VAT; |
| 2.24.16. Preparation of a Deed of Easement to grant rights             | £275.00 | plus VAT; |
| 2.24.17. Preparation of a Declaration of Solvency                      | £175.00 | plus VAT; |
| 2.24.18. Preparation of a Statutory Declaration                        | £175.00 | plus VAT; |
| 2.24.19. Preparation of a Deed of Assignment of a Life Policy          | £175.00 | plus VAT; |
| 2.24.20. Arrangement of an Indemnity Policy                            | £150.00 | plus VAT; |
| 2.24.21. Prepare Adult Occupier Declaration(s)                         | £50.00  | plus VAT; |
| 2.24.22. Approval of an Unregistered Title                             | £125.00 | plus VAT; |
| 2.24.23. Preparation of an Epitome of Title                            | £125.00 | plus VAT; |
| 2.24.24. Prepare a Deed of Covenant                                    | £100.00 | plus VAT; |
| 2.24.25. Supplemental charge for acting on a New Build property        | £125.00 | plus VAT; |
| 2.24.26. Supplemental charge for acting on a Shared Ownership property | £125.00 | plus VAT; |
- 2.25. Our bill will be rendered before completion (or at the point that the transaction fails to proceed). Please note that there may be further disbursements which may have been incurred but are presently unaware.
- 2.26. Unless we have agreed an alternative arrangement which we have confirmed in writing, our fees will be based on the provisions of 2.16 – 2.25 above. No charge is made for work done by members of staff outside the conveyancing department such as receptionists and accounts staff.
- 2.27. If you do not pay our bill on completion of the transaction, and if you do not pay within 28 days thereafter, we will charge interest on it at 5% per year above Barclays Bank PLC's base rate from time to time on a daily basis, from the date on which payment of our bill is due.
- 2.28. Where you obtain mortgage or other borrowing from a lender we will request that they forward the money to us 2 working days before completion to avoid delays. You should note that a lender will charge interest from the date the funds leave their bank for transmission to ours.
- 2.29. From time to time the firm will be audited for compliance with The Solicitors Regulation Authority Practice Management System. This procedure involves random inspection of files by independent auditors. Unless we hear from you otherwise, we shall take it that you have no objection to the inclusion of your file in such an inspection process.
- 2.30. You may terminate your instructions in writing to us at any time. For example, you may decide that you cannot give us clear instructions on how to proceed, or you may lose confidence in our work.
- 2.31. We would normally expect to be instructed by your lender to act on their behalf also. If so, we are bound to pass them information you give us which might be relevant to their decision to finance the purchase. If you tell us things that you do not want your lender to know, and they are relevant, we may have to stop acting for the lender and possibly you.
- 2.32. We will decide to stop acting for you only with good reason and on giving reasonable notice.
- 2.33. If you or we decide that we will stop acting for you, you will pay our fee on an hourly basis and pay disbursements as set out earlier.
- 2.34. If during the course of our work, we identify a need for you to consider entering into an insurance contract, we will explain the circumstances and our recommendations.
- 2.35. Please note that this firm may select an appropriate insurance product from only one or a limited number of insurers, and is not contractually obliged to conduct business in this way. You may request details of the insurance undertakings with which this firm conducts business, and the firm will provide these to you on request.
- 2.36. To enable us to proceed with our work for you, it will be necessary for us to record, keep and process personal data relating to you. Such data may be recorded, kept and processed on computer and in 'hard copy' format. You consent to our recording, processing, using and disclosing personal data. This does not affect your rights as a data subject in accordance with our obligations and responsibilities under the Data Protection Act 1998, as amended.
- 2.37. E-mails and similar electronically-created messages are a popular means of communication. However, they may be vulnerable to data alteration after sending, particularly if computer viruses or other malicious codes corrupt the message content. Whilst we are happy to correspond with you using this method, we do not accept responsibility for data alterations

or corruption made to the messages after sending. Whilst we take every reasonable precaution to eradicate computer viruses and malicious codes from our system, it is the responsibility of the recipient of e-mails and similar electronically-created messages to scan the message content (including attachments) for infected content.

- 2.38. There may be circumstances in which it would be imprudent for us to rely on instructions from you or for you to rely on advice from us contained solely in an e-mail or similar electronically-created message without first having received separate confirmation.
- 2.39. We may, during the course of acting for you transmit or receive information by e-mail without special encryption. If you do not wish us to use this method, please advise in writing.
- 2.40. We do not accept responsibility for any errors or difficulties that may arise through the use of e-mail and similar electronically-created messages. All risks (whether personal or commercial in nature) associated with any such errors or difficulties that may arise would be your responsibility. If those risks are not acceptable to you, it is essential that you notify us in writing that you do not wish us to use e-mails or similar electronically-created messages in correspondence with you.
- 2.41. Unless otherwise agreed, and subject to the application of then current hourly rates, this Client Care Guide shall apply to any future instructions given by you to us.
- 2.42. Although your continuing instructions in this matter will amount to acceptance of this Client Care Guide, it will be helpful if you will please sign and return one copy of them for us to retain on our file.
- 2.43. This is an important document which we urge you to keep in a safe place for future reference.

I/We confirm that I/we have read, understood and accept the Terms and Conditions of Business set out in the Client Care Guide above.

Signature: Print Name: Date:	Signature: Print Name: Date:
Signature: Print Name: Date:	Signature: Print Name: Date: