

# T G Baynes

Please complete the following details as confirmation of your instructions

<b>Our Ref:</b>	
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<b>Address of Property to be Sold (inc.Postcode):</b>	
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<b>Seller 1 Details:</b>	<b>Title</b>	<b>First Name</b>	<b>Middle Name(s)</b>	<b>Last Name</b>
Full Names				
Correspondence Address Line 1				
Correspondence Address Line 2				
Correspondence Address Line 3				
Town/City				
Postcode				
Telephone No(s)	Home:		Mobile:	Work:
E-mail Address(es)	Home:			
	Work:			

To prove Seller 1's identity and address, please provide one original item from **each** of the following lists. Please either enclose them for copy and return or telephone us to arrange for you to call in. The same document cannot be used to confirm name and address. Originals required. Internet print-outs are not accepted.

**PLEASE TICK THE RELEVANT ITEM IN LIST 'A' AND LIST 'B' BELOW** indicating whether it is enclosed with this form or is to follow.

**LIST 'A' - (to confirm name)**

	<i>Enclosed</i>
Current full signed passport	
Current UK driving licence (full old paper version)	
Current UK photocard driving licence (full or provisional)	
Original notification letter from DWP / Benefits Agency confirming Seller 1's right to benefit	
HM Revenue & Customs tax code notification	

**List 'B' - (to confirm address)**

	<i>Enclosed</i>
Current UK photocard driving licence (full or provisional)	
Bank/Building Society/Credit Union passbook OR statement <b>NOT MORE THAN 3 MONTHS OLD</b> showing current address	
Current Council Tax bill	
Local council rent card or Local council tenancy agreement	
Utility bill - <b>not more than 3 months old (NOT RELATED TO MOBILE PHONES)</b>	
Most recent original mortgage statement from a recognised lender	
Original notification letter from DWP / Benefits Agency confirming Seller 1's right to benefit	

<input type="checkbox"/>	Please tick here if you have enclosed a cheque with this form and enter the Amount	£
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<b>Seller 2 Details:</b>	<b>Title</b>	<b>First Name</b>	<b>Middle Name(s)</b>	<b>Last Name</b>
Full Names				
Correspondence Address Line 1				
Correspondence Address Line 2				
Correspondence Address Line 3				
Town/City				
Postcode				
Telephone No(s)	Home:	Mobile:		Work:
E-mail Address(es)	Home:			
	Work:			

To prove Seller 1's identity and address, please provide one original item from **each** of the following lists. Please either enclose them for copy and return or telephone us to arrange for you to call in. The same document cannot be used to confirm name and address. Originals required: Internet print-outs are not accepted.

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**LIST 'A' - (to confirm name)**

	<i>Enclosed</i>
Current full signed passport	
Current UK driving licence (full old paper version)	
Current UK photocard driving licence (full or provisional)	
Original notification letter from DWP / Benefits Agency confirming Seller 2's right to benefit	
HM Revenue & Customs tax code notification	

**List 'B' - (to confirm address)**

	<i>Enclosed</i>
Current UK photocard driving licence (full or provisional)	
Bank/Building Society/Credit Union passbook OR statement <b>NOT MORE THAN 3 MONTHS OLD</b> showing current address	
Current Council Tax bill	
Local council rent card or Local council tenancy agreement	
Utility bill - <b>not more than 3 months old (NOT RELATED TO MOBILE PHONES)</b>	
Most recent original mortgage statement from a recognised lender	
Original notification letter from DWP / Benefits Agency confirming Seller 2's right to benefit	

If you are selling and buying, do the two transactions need to be completed together?	<i>Yes / No</i>
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<b>How did you come to contact us?</b>	<i>Please tick</i>	
Previous Client		
Yellow Pages		
Thompson Directory		<i>Please give details: -</i>
Recommended by Agent		
Recommended by Lender		
Other		

Please give details of any suggested completion date	
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If there is any other information relevant to the transaction e.g holiday dates, then please use the space below to inform us

Give full names of any Occupiers and ages

<b>Property Details</b>	
Proposed Sale Price	£
(Freehold/Leasehold)	Freehold (tick)   Leasehold (tick)
Title Documents	<p><i>If, for example, you hold any of the following:-</i></p> <ul style="list-style-type: none"> <li>- <i>Unregistered title documents;</i></li> <li>- <i>The original lease;</i></li> <li>- <i>Management company share certificate;</i></li> <li>- <i>Memorandum and articles of association of management company</i></li> <li>- <i>NHBC documentation</i></li> </ul> <p><i>please forward them with this completed form.</i></p> <p><i>If the property is mortgaged – please complete the following details.</i></p>

<b>Lender 1 Details:</b>	<i>Details of the company providing your existing first Mortgage (if any)</i>
Company Name	
Address Line 1	
Address Line 2	
Address Line 3	
Town/City	
Postcode	
Amount owing on the mortgage	£
Mortgage Reference/ Account No.	

<b>Lender 2 Details:</b>	<i>Details of the company providing your existing second Mortgage (if any)</i>
Company Name	
Address Line 1	
Address Line 2	
Address Line 3	
Town/City	
Postcode	
Amount owing on the mortgage	£
Mortgage Reference/ Account No.	

<b>Estate Agent</b>	<i>If you are using an Estate Agent to sell your property, please complete the details below.</i>	
Name of Company		
Name of Negotiator		
Address Line 1		
Address Line 2		
Address Line 3		
Town/City		
Postcode		
Telephone No(s)		
E-mail Address(es)		

<b>Buyer 1 Details:</b>	<b>Title</b>	<b>First Name</b>	<b>Middle Name(s)</b>	<b>Last Name</b>
Full names				
Address Line 1				
Address Line 2				
Address Line 3				
Town/City				
Postcode				
Telephone No(s)	Home:		Mobile:	Work:
E-mail Address(es)	Home:			
	Work:			

<b>Buyer 2 Details:</b>	<b>Title</b>	<b>First Names</b>	<b>Middle Name(s)</b>	<b>Last Name</b>
Full names				
Address Line 1				
Address Line 2				
Address Line 3				
Town/City				
Postcode				
Telephone No(s)	Home:		Mobile:	Work:
E-mail Address(es)	Home:			
	Work:			

<b>Buyer's Solicitors</b>	<i>If you know who the Buyer(s) lawyers are please complete the details below.</i>	
Name of Firm		
Name of Lawyer		
Address Line 1		
Address Line 2		
Address Line 3		
Town/City		
Postcode		
Telephone No(s)		
E-mail Address(es)		

If there will be money due back to you on completion of the transaction you can elect to have the money telegraphically transferred into your bank account subject to our CHAPS fee. If this may be of interest to you, please provide your bank details now in order to avoid delays on completion.

**We will not accept bank details by e-mail.**

<b>Bank Details:</b>	
Bank Name	
Account Name	
Sort Code	
Account Number	

If there is more than one buyer to this transaction please provide joint bank details. If you do not have a joint account and you have provided the bank account details of only one buyer we will require an original signed letter from the other party authorising the payment into that party's sole account.

**Please note we will not make payment to any third party account**

Please indicate whether you wish us to prepare your Will	<i>Yes / No</i>
If yes, please contact our Wills department to arrange a convenient appointment.	

<i>Dated</i>		<i>Dated</i>	
<i>Signed</i>		<i>Signed</i>	

**LAND REGISTRATION ACT QUESTIONNAIRE**

The Land Registration Act 2002, which came into force on 13 October 2003 creates a new duty on the sellers of property to reveal matters which may be known to them; but would not always be apparent from documents. The matters which you have a duty to disclose to a buyer are known as 'disclosable overriding interests' and they are listed below.

If you are aware of any of the following disclosable overriding interests, please send to us any documents relating to them in your possession or write to us separately giving full details. Please complete one of the appropriate responses at the end of this form. If you are unsure about any of the matters raised, please do not hesitate to contact us.

**Disclosable Overriding Interests include: -**

1. Any lease of the property where the term does not exceed 7 years.
2. An interest of any person who occupies any part of the property whose name is/is not on the deeds.
3. Legal easements; for example rights of way over the property, rights for neighbours to connect to drains or pipes, 'wayleave' agreements with any utility companies.
4. Sporting, shooting, grazing or fishing rights over the property.
5. Mining or mineral rights which affect the property.
6. 'Franchises' granted in respect of the property. These would involve such arrangements as charters granted by the Crown to hold events such as markets or fairs.
7. Manorial rights affecting the property.
8. Any right to rent reserved to the Crown when the freehold was granted.
9. Any rights in respect of an embankment or sea or river wall.
10. Any right to payment in lieu of tithe e.g. corn rents.
11. Any liability to repair the chancel of the parish church.

**Please write the address of the property you are selling here:**

.....

**Please complete either of the alternatives below and sign the form:**

**\*I / We have provided full details of any disclosable overriding interests affecting the property.**

**\*I / We are not aware of any disclosable overriding interests affecting the property.**

**SIGNED..... SIGNED.....**

# Law Society Property Information Form (3rd edition)

Address of the property

Postcode

Full names of the seller

Seller's solicitor

Name of solicitor's firm

Address

Email

Reference number

## About this form

This form is completed by the seller to supply the detailed information and documents which may be relied upon for the conveyancing process.

**It is important that sellers and buyers read the notes below.**

## Definitions

- 'Seller' means all sellers together where the property is owned by more than one person.
- 'Buyer' means all buyers together where the property is being bought by more than one person.
- 'Property' includes all buildings and land within its boundaries.



## Instructions to the seller

- The answers should be prepared by the person or persons who are named as owner on the deeds or Land Registry title or by the owner's legal representative(s) if selling under a power of attorney or grant of probate or representation. If there is more than one seller, you should prepare the answers together or, if only one seller prepares the form, the other(s) should check the answers given and all sellers should sign the form.
- If you do not know the answer to any question, you must say so. If you are unsure of the meaning of any questions or answers, please ask your solicitor. Completing this form is not mandatory, but omissions or delay in providing some information may delay the sale.
- If you later become aware of any information which would alter any replies you have given, you must inform your solicitor immediately. This is as important as giving the right answers in the first place. Do not change any arrangements concerning the property with anyone (such as a tenant or neighbour) without first consulting your solicitor.
- It is very important that your answers are accurate. If you give incorrect or incomplete information to the buyer (on this form or otherwise in writing or in conversation, whether through your estate agent or solicitor or directly to the buyer), the buyer may make a claim for compensation from you or refuse to complete the purchase.
- You should answer the questions based upon information known to you (or, in the case of legal representatives, you or the owner). You are not expected to have expert knowledge of legal or technical matters, or matters that occurred prior to your ownership of the property.
- Please give your solicitor any letters, agreements or other papers which help answer the questions. If you are aware of any which you are not supplying with the answers, tell your solicitor. If you do not have any documentation you may need to obtain copies at your own expense. Also pass to your solicitor any notices you have received concerning the property and any which arrive at any time before completion of the sale.

## Instructions to the buyer

- If the seller gives you, separately from this form, any information concerning the property (in writing or in conversation, whether through an estate agent or solicitor or directly to you) on which you wish to rely when buying the property, you should tell your solicitor.
- You are entitled to rely on the replies given to enquiries but in relation to the physical condition of the property, the replies should not be treated as a substitute for undertaking your own survey or making your own independent enquiries, which you are recommended to do.
- The seller is only obliged to give answers based on their own information. They may not have knowledge of legal or technical matters. You should not expect the seller to have knowledge of, or give information about, matters prior to their ownership of the property.

If the property is leasehold this section, or parts of it, may not apply.

1.1 Looking towards the property from the road, who owns or accepts responsibility to maintain or repair the boundary features:

(a) on the left?

Seller  Neighbour  
 Shared  Not known

(b) on the right?

Seller  Neighbour  
 Shared  Not known

(c) at the rear?

Seller  Neighbour  
 Shared  Not known

(d) at the front?

Seller  Neighbour  
 Shared  Not known

1.2 If the boundaries are irregular please indicate ownership by written description or by reference to a plan:

1.3 Is the seller aware of any boundary feature having been moved in the last 20 years? If Yes, please give details:

Yes  No

1.4 During the seller's ownership, has any land previously forming part of the property been sold or has any adjacent property been purchased? If Yes, please give details:

Yes  No

1.5 Does any part of the property or any building on the property overhang, or project under, the boundary of the neighbouring property or road? If Yes, please give details:

Yes  No

## 1 Boundaries (continued)

1.6 Has any notice been received under the Party Wall Act 1996 in respect of any shared/party boundaries? If Yes, please supply a copy, and give details of any works carried out or agreed:

Yes       No  
 Enclosed       To follow

## 2 Disputes and complaints

2.1 Have there been any disputes or complaints regarding this property or a property nearby? If Yes, please give details:

Yes       No

2.2 Is the seller aware of anything which might lead to a dispute about the property or a property nearby? If Yes, please give details:

Yes       No

## 3 Notices and proposals

3.1 Have any notices or correspondence been received or sent (e.g. from or to a neighbour, council or government department), or any negotiations or discussions taken place, which affect the property or a property nearby? If Yes, please give details:

Yes       No

3.2 Is the seller aware of any proposals to develop property or land nearby, or of any proposals to make alterations to buildings nearby? If Yes, please give details:

Yes       No

**Note to seller:** All relevant approvals and supporting paperwork referred to in section 4 of this form, such as listed building consents, planning permissions, Building Regulations consents and completion certificates should be provided. If the seller has had works carried out the seller should produce the documentation authorising this. Copies may be obtained from the relevant local authority website. Competent Persons Certificates may be obtained from the contractor or the scheme provider (e.g. FENSA or Gas Safe Register). Further information about Competent Persons Certificates can be found at: [www.gov.uk](http://www.gov.uk).

**Note to buyer:** If any alterations or improvements have been made since the property was last valued for council tax, the sale of the property may trigger a revaluation. This may mean that following completion of the sale, the property will be put into a higher council tax band. Further information about council tax valuation can be found at: [www.voa.gov.uk](http://www.voa.gov.uk).

**4.1** Have any of the following changes been made to the whole or any part of the property (including the garden)?

- (a) Building works (e.g. extension, loft or garage conversion, removal of internal walls). If Yes, please give details including dates of all work undertaken:

Yes  No

- (b) Change of use (e.g. from an office to a residence)

Yes  No  
 Year

- (c) Installation of replacement windows, roof windows, roof lights, glazed doors since 1 April 2002

Yes  No  
 Year(s)

- (d) Addition of a conservatory

Yes  No  
 Year

**4.2** If Yes to any of the questions in 4.1 and if the work was undertaken during the seller's ownership of the property:

- (a) please supply copies of the planning permissions, Building Regulations approvals and Completion Certificates, OR:  
 (b) if none were required, please explain why these were not required – e.g. permitted development rights applied or the work was exempt from Building Regulations:

Further information about permitted development can be found at: [www.planningportal.gov.uk](http://www.planningportal.gov.uk).

**4.3** Are any of the works disclosed in 4.1 above unfinished?

 Yes

 No

If Yes, please give details:

**4.4** Is the seller aware of any breaches of planning permission conditions or Building Regulations consent conditions, unfinished work or work that does not have all necessary consents? If Yes, please give details:

 Yes

 No

**4.5** Are there any planning or building control issues to resolve?

 Yes

 No

If Yes, please give details:

**4.6** Have solar panels been installed?

 Yes

 No

If Yes:

(a) In what year were the solar panels installed?

 Year

(b) Are the solar panels owned outright?

 Yes

 No

(c) Has a long lease of the roof/air space been granted to a solar panel provider? If Yes, please supply copies of the relevant documents.

 Yes

 No

 Enclosed

 To follow

**4.7** Is the property or any part of it:

(a) a listed building?

 Yes

 No

 Not known

(b) in a conservation area?

 Yes

 No

 Not known

If Yes, please supply copies of any relevant documents.

 Enclosed

 To follow

4.8 Are any of the trees on the property subject to a Tree Preservation Order?

Yes  No  
 Not known

If Yes:

(a) Have the terms of the Order been complied with?

Yes  No  
 Not known

(b) Please supply a copy of any relevant documents.

Enclosed  To follow

**Note to seller:** All available guarantees, warranties and supporting paperwork should be supplied before exchange of contracts.

**Note to buyer:** Some guarantees only operate to protect the person who had the work carried out or may not be valid if their terms have been breached. You may wish to contact the company to establish whether it is still trading and if so, whether the terms of the guarantee will apply to you.

5.1 Does the property benefit from any of the following guarantees or warranties? If Yes, please supply a copy.

(a) New home warranty (e.g. NHBC or similar)

Yes  No  
 Enclosed  To follow

(b) Damp proofing

Yes  No  
 Enclosed  To follow

(c) Timber treatment

Yes  No  
 Enclosed  To follow

(d) Windows, roof lights, roof windows or glazed doors

Yes  No  
 Enclosed  To follow

(e) Electrical work

Yes  No  
 Enclosed  To follow

(f) Roofing

Yes  No  
 Enclosed  To follow

## 5 Guarantees and warranties (continued)

(g) Central heating

Yes  No  
 Enclosed  To follow

(h) Underpinning

Yes  No  
 Enclosed  To follow

(i) Other (please state):

Enclosed  To follow

5.2 Have any claims been made under any of these guarantees or warranties? If Yes, please give details:

Yes  No

## 6 Insurance

6.1 Does the seller insure the property?

Yes  No

6.2 Has any buildings insurance taken out by the seller ever been:

(a) subject to an abnormal rise in premiums?

Yes  No

(b) subject to high excesses?

Yes  No

(c) subject to unusual conditions?

Yes  No

(d) refused?

Yes  No

If Yes, please give details:

6.3 Has the seller made any buildings insurance claims?

Yes  No

If Yes, please give details:

## Flooding

**Note:** Flooding may take a variety of forms: it may be seasonal or irregular or simply a one-off occurrence. The property does not need to be near a sea or river for flooding to occur. Further information about flooding can be found at: [www.defra.gov.uk](http://www.defra.gov.uk).

- 7.1 Has any part of the property (whether buildings or surrounding garden or land) ever been flooded? If Yes, please state when the flooding occurred and identify the parts that flooded:
- Yes       No

If No to question 7.1 please continue to 7.3 and do not answer 7.2 below.

7.2 What type of flooding occurred?

- |                           |                              |                             |
|---------------------------|------------------------------|-----------------------------|
| (a) Ground water          | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (b) Sewer flooding        | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (c) Surface water         | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (d) Coastal flooding      | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (e) River flooding        | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (f) Other (please state): |                              |                             |

- 7.3 Has a Flood Risk Report been prepared? If Yes, please supply a copy.
- Yes       No  
 Enclosed       To follow

Further information about the types of flooding and Flood Risk Reports can be found at: [www.environment-agency.gov.uk](http://www.environment-agency.gov.uk).

## Radon

**Note:** Radon is a naturally occurring inert radioactive gas found in the ground. Some parts of England and Wales are more adversely affected by it than others. Remedial action is advised for properties with a test result above the 'recommended action level'. Further information about Radon can be found at: [www.hpa.org.uk](http://www.hpa.org.uk).

- 7.4 Has a Radon test been carried out on the property?
- Yes       No

If Yes:

- |   |                                   |                                    |
|---|-----------------------------------|------------------------------------|
| (a) please supply a copy of the report                        | <input type="checkbox"/> Enclosed | <input type="checkbox"/> To follow |
| (b) was the test result below the 'recommended action level'? | <input type="checkbox"/> Yes      | <input type="checkbox"/> No        |

7.5 Were any remedial measures undertaken on construction to reduce Radon gas levels in the property?

Yes  No  
 Not known

### Energy efficiency

**Note:** An Energy Performance Certificate (EPC) is a document that gives information about a property's energy usage. Further information about EPCs can be found at: [www.gov.uk](http://www.gov.uk).

7.6 Please supply a copy of the EPC for the property.

Enclosed  To follow  
 Already supplied

7.7 Have any installations in the property been financed under the Green Deal scheme? If Yes, please give details of all installations and supply a copy of your last electricity bill.

Yes  No  
 Enclosed  To follow

Further information about the Green Deal can be found at: [www.gov.uk/decc](http://www.gov.uk/decc).

### Japanese knotweed

**Note:** Japanese knotweed is an invasive plant that can cause damage to property. It can take several years to eradicate.

7.8 Is the property affected by Japanese knotweed?

Yes  No  
 Not known

If Yes, please state whether there is a Japanese knotweed management plan in place and supply a copy.

Yes  No  
 Not known  
 Enclosed  To follow

**Note:** Rights and arrangements may relate to access or shared use. They may also include leases of less than seven years, rights to mines and minerals, manorial rights, chancel repair and similar matters. If you are uncertain about whether a right or arrangement is covered by this question, please ask your solicitor.

8.1 Does ownership of the property carry a responsibility to contribute towards the cost of any jointly used services, such as maintenance of a private road, a shared driveway, a boundary or drain? If Yes, please give details:

Yes  No

8.2 Does the property benefit from any rights or arrangements over any neighbouring property? If Yes, please give details:

 Yes

 No

8.3 Has anyone taken steps to prevent access to the property, or to complain about or demand payment for access to the property? If Yes, please give details:

 Yes

 No

8.4 Does the seller know of any of the following rights or arrangements which affect the property?

(a) Rights of light

 Yes

 No

(b) Rights of support from adjoining properties

 Yes

 No

(c) Customary rights (e.g. rights deriving from local traditions)

 Yes

 No

(d) Other people's rights to mines and minerals under the land

 Yes

 No

(e) Chancel repair liability

 Yes

 No

(f) Other people's rights to take things from the land (such as timber, hay or fish)

 Yes

 No

If Yes, please give details:

8.5 Are there any other rights or arrangements affecting the property? If Yes, please give details:

 Yes

 No

### Services crossing the property or neighbouring property

8.6 Do any drains, pipes or wires serving the property cross any neighbour's property?

 Yes

 No

 Not known

8.7 Do any drains, pipes or wires leading to any neighbour's property cross the property?

 Yes

 No

 Not known

## 8 Rights and informal arrangements (continued)

8.8 Is there any agreement or arrangement about drains, pipes or wires?

Yes  No  
 Not known

If Yes, please supply a copy or give details:

Enclosed  To follow

## 9 Parking

9.1 What are the parking arrangements at the property?

9.2 Is the property in a controlled parking zone or within a local authority parking scheme?

Yes  No  
 Not known

## 10 Other charges

**Note:** If the property is leasehold, details of lease expenses such as service charges and ground rent should be set out on the separate TA7 Leasehold Information Form. If the property is freehold, there may still be charges: for example, payments to a management company or for the use of a private drainage system.

10.1 Does the seller have to pay any charges relating to the property (excluding any payments such as council tax, utility charges, etc.), for example payments to a management company? If Yes, please give details:

Yes  No

## 11 Occupiers

11.1 Does the seller live at the property?

Yes  No

11.2 Does anyone else, aged 17 or over, live at the property?

Yes  No

If No to question 11.2, please continue to section 12 'Services' and do not answer 11.3–11.5 below.

## 11 Occupiers (continued)

11.3 Please give the full names of any occupiers (other than the sellers) aged 17 or over:

--

11.4 Are any of the occupiers (other than the sellers), aged 17 or over, tenants or lodgers?  Yes  No

11.5 Is the property being sold with vacant possession?  Yes  No

If Yes, have all the occupiers aged 17 or over:

(a) agreed to leave prior to completion?  Yes  No

(b) agreed to sign the sale contract? If No, please supply other evidence that the property will be vacant on completion.  Yes  No  
 Enclosed  To follow

## 12 Services

**Note:** If the seller does not have a certificate requested below this can be obtained from the relevant Competent Persons Scheme. Further information about Competent Persons Schemes can be found at: [www.gov.uk](http://www.gov.uk).

### Electricity

12.1 Has the whole or any part of the electrical installation been tested by a qualified and registered electrician?  Yes  No

If Yes, please state the year it was tested and provide a copy of the test certificate.

Year  
 Enclosed  To follow

12.2 Has the property been rewired or had any electrical installation work carried out since 1 January 2005?  Yes  No  
 Not known

If Yes, please supply one of the following:

(a) a copy of the signed BS7671 Electrical Safety Certificate  Enclosed  To follow

(b) the installer's Building Regulations Compliance Certificate  Enclosed  To follow

(c) the Building Control Completion Certificate  Enclosed  To follow

**Central heating**

12.3 Does the property have a central heating system?

Yes  No

If Yes:

(a) What type of system is it (e.g. mains gas, liquid gas, oil, electricity, etc.)?

(b) When was the heating system installed? If on or after 1 April 2005 please supply a copy of the 'completion certificate' (e.g. CORGI or Gas Safe Register) or the 'exceptional circumstances' form.

Date

Not known  
 Enclosed  To follow

(c) Is the heating system in good working order?

Yes  No

(d) In what year was the heating system last serviced/maintained? Please supply a copy of the inspection report.

Year  Not known

Enclosed  To follow  
 Not available

**Drainage and sewerage**

**Note:** Further information about drainage and sewerage can be found at: [www.environment-agency.gov.uk](http://www.environment-agency.gov.uk).

12.4 Is the property connected to mains:

(a) foul water drainage?

Yes  No  
 Not known

(b) surface water drainage?

Yes  No  
 Not known

**If Yes to both questions in 12.4, please continue to section 13 'Connection to utilities and services' and do not answer 12.5–12.10 below.**

12.5 Is sewerage for the property provided by:

(a) a septic tank?

Yes  No

(b) a sewage treatment plant?

Yes  No

(c) cesspool?

Yes  No

12.6 Is the use of the septic tank, sewage treatment plant or cesspool shared with other properties? If Yes, how many properties share the system?

Yes  No  
 Properties share

## 12 Services (continued)

12.7 When was the system last emptied?

Year

12.8 If the property is served by a sewage treatment plant, when was the treatment plant last serviced?

Year

12.9 When was the system installed?

Year

**Note:** Some systems installed after 1 January 1991 require Building Regulations approval, environmental permits or registration. Further information about permits and registration can be found at: [www.environment-agency.gov.uk](http://www.environment-agency.gov.uk).

12.10 Is any part of the septic tank, sewage treatment plant (including any soakaway or outfall) or cesspool, or the access to it, outside the boundary of the property? If Yes, please supply a plan showing the location of the system and how access is obtained.

Yes       No  
 Enclosed       To follow

## 13 Connection to utilities and services

Please mark the Yes or No boxes to show which of the following utilities and services are connected to the property and give details of any providers.

<b>Mains electricity</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Provider's name		
<input type="text"/>		
Location of meter		
<input type="text"/>		

<b>Mains gas</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Provider's name		
<input type="text"/>		
Location of meter		
<input type="text"/>		

<b>Mains water</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Provider's name		
<input type="text"/>		
Location of stopcock		
<input type="text"/>		
Location of meter, if any		
<input type="text"/>		

<b>Mains sewerage</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Provider's name		
<input type="text"/>		

<b>Telephone</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Provider's name		
<input type="text"/>		

<b>Cable</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Provider's name		
<input type="text"/>		

**14 Transaction Information**

**14.1** Is this sale dependent on the seller completing the purchase of another property on the same day?  Yes  No

**14.2** Does the seller have any special requirements about a moving date? If Yes, please give details:  Yes  No

**14.3** Does the sale price exceed the amount necessary to repay all mortgages and charges secured on the property?  Yes  No

**14.4** Will the seller ensure that:

(a) all rubbish is removed from the property (including from the loft, garden, outbuildings, garages and sheds) and that the property will be left in a clean and tidy condition?  Yes  No

(b) if light fittings are removed, the fittings will be replaced with ceiling rose, flex, bulb holder and bulb?  Yes  No

(c) reasonable care will be taken when removing any other fittings or contents?  Yes  No

(d) keys to all windows and doors and details of alarm codes will be left at the property or with the estate agent?  Yes  No

Signed: .....

Dated: .....

Signed: .....

Dated: .....

Each seller should sign this form.

*The Law Society is the representative body for solicitors in England and Wales.*

# Law Society Fittings and Contents Form (3rd edition)

Address of the property

Postcode

Full names of the seller

Seller's solicitor

Name of solicitor's firm

Address

Email

Reference number

## About this form

The aim of this form is to make clear to the buyer which items are included in the sale. It must be completed accurately by the seller as the form may become part of the contract between the buyer and seller.

**It is important that sellers and buyers check the information in this form carefully.**

## Definitions

- 'Seller' means all sellers together where the property is owned by more than one person.
- 'Buyer' means all buyers together where the property is being bought by more than one person.



**Instructions to the seller and the buyer**

In each row, the seller should tick the appropriate box to show whether:

- the item is included in the sale ('Included');
- the item is excluded from the sale ('Excluded');
- there is no such item at the property ('None').

Where an item is excluded from the sale the seller may offer it for sale by inserting a price in the appropriate box. The buyer can then decide whether to accept the seller's offer.

A seller who inserts a price in this form is responsible for negotiating the sale of that item directly with the buyer or through their estate agent. If the seller or buyer instructs their solicitor to negotiate the sale of such an item, there may be an additional charge.

**Sellers and buyers should inform their solicitors of any arrangements made about items offered for sale.**

If the seller removes any fixtures, fittings or contents, the seller should be reasonably careful to ensure that any damage caused is minimised.

Unless stated otherwise, the seller will be responsible for ensuring that all rubbish is removed from the property (including from the loft, garden, outbuildings, garages and sheds), and that the property is left in a reasonably clean and tidy condition.

**1 Basic fittings**

	Included	Excluded	None	Price	Comments
Boiler/immersion heater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Radiators/wall heaters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Night-storage heaters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Free-standing heaters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Gas fires (with surround)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Electric fires (with surround)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Light switches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Roof insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Window fittings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Window shutters/grilles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Internal door fittings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
External door fittings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Doorbell/chime	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>

## 1 Basic fittings (continued)

	Included	Excluded	None	Price	Comments
Electric sockets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Burglar alarm	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
<i>Other items (please specify)</i>					
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>

## 2 Kitchen

**Note:** In this section please also indicate whether the item is fitted or freestanding.

	Fitted	Free-standing	Included	Excluded	None	Price	Comments
Hob	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Extractor hood	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Oven/grill	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Cooker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Microwave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Refrigerator/fridge-freezer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Freezer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Tumble-dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Washing machine	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
<i>Other items (please specify)</i>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>

## 3

## Bathroom

	Included	Excluded	None	Price	Comments
Bath	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Shower fitting for bath	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Shower curtain	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bathroom cabinet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Taps	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Separate shower and fittings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Towel rail	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Soap/toothbrush holders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Toilet roll holders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bathroom mirror	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>

## 4

## Carpets

	Included	Excluded	None	Price	Comments
Hall, stairs and landing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Living room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Dining room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Kitchen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
<i>Other rooms (please specify)</i>					
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>

	Included	Excluded	None	Price	Comments
<b>Curtain rails/poles/pellets</b>					
Hall, stairs and landing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Living room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Dining room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Kitchen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
<i>Other rooms (please specify)</i>					
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
<b>Curtains/blinds</b>					
Hall, stairs and landing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Living room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Dining room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Kitchen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
<i>Other rooms (please specify)</i>					
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>

**Note:** If the seller removes a light fitting, it is assumed that the seller will replace the fitting with a ceiling rose, a flex, bulb holder and bulb and that they will be left in a safe condition.

	Included	Excluded	None	Price	Comments
Hall, stairs and landing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Living room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Dining room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Kitchen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
<i>Other rooms (please specify)</i>					
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>

**Note:** Fitted units include, for example, fitted cupboards, fitted shelves, and fitted wardrobes.

	Included	Excluded	None	Price	Comments
Hall, stairs and landing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Living room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Dining room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Kitchen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>

## 7

## Fitted units (continued)

	Included	Excluded	None	Price	Comments
<i>Other rooms (please specify)</i>					
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>

## 8

## Outdoor area

	Included	Excluded	None	Price	Comments
Garden furniture	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Garden ornaments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Trees, plants, shrubs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Barbecue	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Dustbins	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Garden shed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Greenhouse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Outdoor heater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Outside lights	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Water butt	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Clothes line	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Rotary line	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
<i>Other items (please specify)</i>					
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>

**9 Television and telephone**

	Included	Excluded	None	Price	Comments
Telephone receivers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Television aerial	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Radio aerial	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Satellite dish	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>

**10 Stock of fuel**

	Included	Excluded	None	Price	Comments
Oil	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Wood	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Liquefied Petroleum Gas (LPG)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>

**11 Other items**

	Included	Excluded	Price	Comments
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>

Signed: ..... Dated: .....

Signed: ..... Dated: .....

Each seller should sign this form.

*The Law Society is the representative body for solicitors in England and Wales.*

# T. G. BAYNES

Please complete the following details as confirmation of your instructions

<b>Our Ref:</b>	
-----------------	--

<b>Address of Property to be Purchased (inc.Postcode):</b>	
--	--

<b>Buyer 1 Details:</b>	<b>Title</b>	<b>First Name</b>	<b>Middle Name(s)</b>	<b>Last Name</b>
Full Names				
Correspondence Address Line 1				
Correspondence Address Line 2				
Correspondence Address Line 3				
Town/City				
Postcode				
Telephone No(s)	Home:	Mobile:		Work:
E-mail Address(es)	Home:			
	Work:			
National Insurance Number				Date of Birth

To prove Buyer 1's identity and address, please provide one original item from **each** of the following lists. Please either enclose them for copy and return or telephone us to arrange for you to call in. The same document cannot be used to confirm name and address. Originals required: Internet print-outs are not accepted.

**PLEASE TICK THE RELEVANT ITEM IN LIST 'A' AND LIST 'B' BELOW** indicating whether it is enclosed with this form or is to follow.

**LIST 'A' - (to confirm name)**

	<i>Enclosed</i>
Current full signed passport	
Current UK driving licence (full old paper version)	
Current UK photocard driving licence (full or provisional)	
Original notification letter from DWP / Benefits Agency confirming Seller 1's right to benefit	
HM Revenue & Customs tax code notification	

**List 'B' - (to confirm address)**

	<i>Enclosed</i>
Current UK photocard driving licence (full or provisional)	
Bank/Building Society/Credit Union passbook OR statement <b>NOT MORE THAN 3 MONTHS OLD</b> showing current address	
Current Council Tax bill	
Local council rent card or Local council tenancy agreement	
Utility bill - <b>not more than 3 months old (NOT RELATED TO MOBILE PHONES)</b>	
Most recent original mortgage statement from a recognised lender	
Original notification letter from DWP / Benefits Agency confirming Seller 1's right to benefit	

<b>Buyer 2 Details:</b>	<b>Title</b>	<b>First Name</b>	<b>Middle Name(s)</b>	<b>Last Name</b>
Full Names				
Correspondence Address Line 1				
Correspondence Address Line 2				
Correspondence Address Line 3				
Town/City				
Postcode				
Telephone No(s)	Home:		Mobile:	Work:
E-mail Address(es)	Home:			
	Work:			
National Insurance Number				Date of Birth

To prove Buyer 2's identity and address, please provide one original item from **each** of the following lists. Please either enclose them for copy and return or telephone us to arrange for you to call in. The same document cannot be used to confirm name and address. Originals required: Internet print-outs are not accepted.

**PLEASE TICK THE RELEVANT ITEM IN LIST 'A' AND LIST 'B' BELOW** indicating whether it is enclosed with this form or is to follow.

**LIST 'A' - (to confirm name)**

	<i>Enclosed</i>
Current full signed passport	
Current UK driving licence (full old paper version)	
Current UK photocard driving licence (full or provisional)	
Original notification letter from DWP / Benefits Agency confirming Seller 2's right to benefit	
HM Revenue & Customs tax code notification	

**List 'B' - (to confirm address)**

	<i>Enclosed</i>
Current UK photocard driving licence (full or provisional)	
Bank/Building Society/Credit Union passbook OR statement <b>NOT MORE THAN 3 MONTHS OLD</b> showing current address	
Current Council Tax bill	
Local council rent card or Local council tenancy agreement	
Utility bill - <b>not more than 3 months old (NOT RELATED TO MOBILE PHONES)</b>	
Most recent original mortgage statement from a recognised lender	
Original notification letter from DWP / Benefits Agency confirming Seller 2's right to benefit	

If you are selling and buying, do the two transactions need to be completed together?	<i>Yes / No</i>
---	-----------------

Please give details of any suggested completion date	
--	--

<b>How did you come to contact us?</b>	<i>Please tick</i>
Previous Client	
Yellow Pages	
Thompson Directory	
Recommended by Agent	
Recommended by Lender	
Other	

*Please give details: -*

If there is any other information relevant to the transaction e.g holiday dates, then please use the space below to inform us

Will there be any other people occupying the property after completion? Yes / No  
 If yes, please give full name, address and age of any intended occupier

<b>Property Details</b>	
Purpose of Purchase	<i>e.g. to live in as main home; buy-to-let investment.</i>
Proposed Purchase Price	£
(Freehold/Leasehold)	Freehold (tick) <input type="checkbox"/> Leasehold (tick) <input type="checkbox"/>

<b>New 1<sup>st</sup> Mortgage Lender Details:</b>	<i>Details of the company who will provide your new first Mortgage (if any)</i>
Company Name	
Address Line 1	
Address Line 2	
Address Line 3	
Town/City	
Postcode	
Amount you are borrowing	£
Mortgage Reference/ Account No.	

<b>New 2<sup>nd</sup> Mortgage Lender Details (If Any)</b>	<i>If you are obtaining any second mortgage or other loan, you must inform your first Lender of this, since we will need the first Lender's specific consent to the further loan prior to exchange of contracts</i>
Company Name	
Address Line 1	
Address Line 2	
Address Line 3	
Town/City	
Postcode	
Amount you are borrowing	£
Mortgage Reference/ Account No.	

Please confirm the source of the balance of the purchase money	<i>e.g. savings; inheritance; sale proceeds; gift; loan</i>  <i>If savings / inheritance, please supply a copy of the bank account(s) where the money is currently held.</i>
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<b>Estate Agent</b>	<i>If you found your property through an Estate Agent, please complete the details below.</i>	
Name of Company		
Name of Negotiator		
Address Line 1		
Address Line 2		
Address Line 3		
Town/City		
Postcode		
Telephone No(s)		
E-mail Address(es)		

<b>Seller's Solicitors</b>	<i>If you know who the Seller(s) lawyers are please complete the details below.</i>	
Name of Firm		
Name of Lawyer		
Address Line 1		
Address Line 2		
Address Line 3		
Town/City		
Postcode		
Telephone No(s)		
E-mail Address(es)		

<b>Seller 1 Details:</b>	<b>Title</b>	<b>First Names</b>	<b>Middle Name(s)</b>	<b>Last Name</b>
Full names				
Address Line 1				
Address Line 2				
Address Line 3				
Town/City				
Postcode				
Telephone No(s)	Home:		Mobile:	Work:
E-mail Address(es)	Home:			
	Work:			

<b>Seller 2 Details:</b>	<b>Title</b>	<b>First Names</b>	<b>Middle Name(s)</b>	<b>Last Name</b>
Full names				
Address Line 1				
Address Line 2				
Address Line 3				
Town/City				
Postcode				
Telephone No(s)	Home:		Mobile:	Work:
E-mail Address(es)	Home:			
	Work:			

If there will be money due back to you on completion of the transaction you can elect to have the money telegraphically transferred into your bank account subject to our CHAPS fee. If this may be of interest to you, please provide your bank details now in order to avoid delays on completion.

**We will not accept bank details by e-mail.**

<b>Bank Details:</b>	
Bank Name	
Account Name	
Sort Code	
Account Number	

If there is more than one buyer to this transaction please provide joint bank details. If you do not have a joint account and you have provided the bank account details of only one buyer we will require an original signed letter from the other party authorising the payment into that party's sole account.

**Please note we will not make payment to any third party account**

Please indicate whether you wish us to prepare your Will	<i>Yes / No</i>
If yes, please contact our Wills department to arrange a convenient appointment.	

<i>Dated</i>		<i>Dated</i>	
<i>Signed</i>		<i>Signed</i>	

**T G Baynes**  
**SEARCH INSTRUCTIONS FORM**

The quotation which we have provided only makes reference to a Local Search. This is so that you can more easily compare the true cost of the transaction if you have obtained other quotations.

We take the view however, that a Local Search by itself is inadequate to properly safeguard your interests and the interests of any lender. Where you are obtaining a mortgage to finance your purchase we will always carry out the following additional searches below at a total additional cost of £133.80 *inc VAT* which will be added to your financial statement for completion.

Environmental Search	£49.80 <i>inc VAT</i>
Water & Drainage Search	£60.00 <i>inc VAT</i>
Flood Search	£24.00 <i>inc VAT</i>

If you are a **cash purchaser** we strongly recommend you have all of the above searches and we will automatically commission them on your purchase transaction. If, however, you have any objection please speak to the person dealing with your matter.

In addition, our search provider is able to offer a range of other searches which may be of practical interest to you. If you would like us to conduct any or all of these searches please tick the corresponding box(es) and return this form with your other instruction forms. The cost will be added to your final statement. If you do **not** want any of the searches below, you do **not** need to return this form.

**PlanSearch Plus** - £60.00 *inc VAT* *Tick if required*   
This search provides more detailed planning, neighbourhood and local amenity information such as details of applications made for both large and small developments proposed within 250 metres of the property; together with, among other information, details of telecoms masts, footpaths, rights of way and local amenities.

**Energy & Infrastructure Search** - £42.00 *inc VAT* *Tick if required*   
This search will indicate whether your property may be within an area that could be subject to planned processes or exploratory investigations for new or renewable energy sources such as shale gas (fracking), oil, gas, wind and power stations.

**Ground Stability Search** - £36.00 *inc VAT* *Tick if required*   
This search is designed to provide a cost-effective screen on the potential for ground instability due to natural hazards or previous mineral extraction in the vicinity

**Highspeed2 Rail Link Search** - £30.00 *inc VAT* *Tick if required*   
This search will identify if your property may be within an area that will be affected by the proposed route of the HIGHSPPEED2 Rail Link and the maximum speed along the route at the nearest point.

Client: Mr Brad Pitt Smith and Mrs Angelina Jolie K Smith

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Reference:

## ABORTIVE FEES COVER

We hope that your conveyancing transaction will proceed smoothly and we will, of course, do everything in our power to ensure that it does.

However, things can go wrong. For example, your buyer or seller may pull out before exchange of contracts and, if you are part of a chain, problems for one party may affect all the others. In the event that the transaction fails you can be left with a bill for legal fees for the work undertaken so far.

T G Baynes now offer a facility whereby for a single payment at the start we will cover the cost of fees for any one abortive transaction.

Abortive Fees Cover for this transaction will be £250.00 including VAT. NOTE: this payment is non-refundable.

By making this payment at the start of the transaction you are covered against the possibility of having to pay higher fees should the transaction not proceed to completion. Without this cover you will be liable to the fees indicated in our original estimate.

You are covered for abortive fees in the event that the matter is called off because...

- ...the other party withdraws
- ...your survey is unsatisfactory
- ...the title of the property you are buying is defective
- ...there is unreasonable delay by the other party

The normal full fees will apply if you decide not to continue for any other reason than those stated above.

Please note that expenses to other parties such as Local Authority Search Fees and Land Registry Fees are not covered by this facility and will be payable in any event.

If you wish to take advantage of this cover please complete this form in duplicate, returning one copy to us and retaining the other for your records. A receipt will be sent to you to confirm the arrangement.

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### ABORTIVE FEES COVER APPLICATION

Please arrange for Abortive Fees Cover on this transaction. I have read the terms and conditions for the cover as set out above and agree to them.

I enclose a cheque payable to T G Baynes for £250.00

Name: \_\_\_\_\_ Signed: \_\_\_\_\_

# **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, Orpington, Welling and Sidcup. A postal address, telephone number, fax number and e-mail address for those branches are available at our web site 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 Keith Gough who is the supervising solicitor for this department. Mr Gough is based at Broadway House, 208 Broadway, Bexleyheath, Kent, DA6 7BG.

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 will not consider any complaint where the date of the act or omission is more than six years ago or more than three years from when you should have been aware of it. These timescales are being introduced gradually, meaning that the Legal Ombudsman will not accept complaints where the act or omission, or date of awareness, occurred before 6th October 2010.

The Legal Ombudsman can be contacted by telephoning 0300 555 0333 or by writing to PO BOX 6806 Wolverhampton WV1 9WJ 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 2007 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. Our standard sale, purchase, remortgage and transfer of equity questionnaires contain a section for you to provide your bank account details should any proceeds of sale or surplus funds be due back to you on completion. Please provide full details now to avoid any delay sending funds to you. We will not accept bank details by e-mail and we will not accept any variation to the bank details you provide in the forms by e-mail. Please ensure the bank details you provide are your bank details. We will not make any payments to a third party.
- 2.8. Please return any sale, purchase, re-mortgage or transfer of equity questionnaires to us promptly
- 2.9. Please return any Property Information and Contents Forms duly completed as soon as possible.
- 2.10. 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.
- 2.11. 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.
- 2.12. 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.
- 2.13. 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.

- 2.14. This firm is not authorised by the Financial Conduct Authority. We are included on the register maintained by the Financial Conduct 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 Conduct Authority website at [www.fca.org.uk/register](http://www.fca.org.uk/register).
- 2.15. 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.
- 2.16. 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.
- 2.17. 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.
- 2.18. 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.
- 2.19. 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.
- 2.20. 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.
- 2.21. 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.
- 2.22. Should your transaction fail to proceed to completion, our fee will be calculated either as:
- 2.22.1. a proportion of the estimated fee based on the stage the transaction has reached; or
- 2.22.2. the actual time recorded; whichever shall be the greater.
- 2.22.3. VAT will be added to the fee. Any disbursements incurred (i.e. payments made on your behalf) will also be chargeable.
- 2.23. 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.
- 2.24. 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. Should you agree to a simultaneous exchange and completion, i.e. exchange and completion on the same day, each transaction will incur an additional fee of £150.00 plus VAT.
- 2.25. Other matters which will attract additional fees are: -

2.25.1. Redemption of outstanding loan by CHAPS payment	£35.00	plus VAT;
2.25.2. Payment of sale proceeds to yourself or others by CHAPS payment	£35.00	plus VAT;
2.25.3. Discharge of Second or subsequent Legal Charge	£75.00	plus VAT;
2.25.4. Preparation of a Power of Attorney	£150.00	plus VAT;
2.25.5. Preparation of a Deed of Trust	£250.00	plus VAT;
2.25.6. Preparation of a Deed of Postponement	£125.00	plus VAT;
2.25.7. Preparation of a Deed of Variation to a Lease	£375.00	plus VAT;
2.25.8. Approval of a Deed of Variation to a Lease	£175.00	plus VAT;
2.25.9. Preparation of a Legal Charge	£175.00	plus VAT;
2.25.10. Preparation of a Deed of Rectification	£275.00	plus VAT;
2.25.11. Approval of a Deed of Rectification	£125.00	plus VAT;
2.25.12. Preparation of an Assured Shorthold Tenancy Agreement	£225.00	plus VAT;
2.25.13. Approval of an Assured Shorthold Tenancy Agreement	£225.00	plus VAT;
2.25.14. Transfer of Business Loan Facility/Overdraft	£175.00	plus VAT;
2.25.15. Transfer of Legal Aid Charge or other current loan	£175.00	plus VAT;
2.25.16. Preparation of a Deed of Easement to grant rights	£275.00	plus VAT;
2.25.17. Preparation of a Declaration of Solvency	£175.00	plus VAT;
2.25.18. Preparation of a Statutory Declaration	£175.00	plus VAT;
2.25.19. Preparation of a Deed of Assignment of a Life Policy	£175.00	plus VAT;
2.25.20. Arrangement of an Indemnity Policy	£150.00	plus VAT;
2.25.21. Prepare Adult Occupier Declaration(s)	£50.00	plus VAT;
2.25.22. Approval of an Unregistered Title	£125.00	plus VAT;
2.25.23. Preparation of an Epitome of Title	£125.00	plus VAT;
2.25.24. Dealing with a Deed of Covenant/Licence to Assign	£100.00	plus VAT;
2.25.25. Supplemental charge for acting on a New Build property	£200.00	plus VAT;
2.25.26. Supplemental charge for acting on a Shared Ownership property	£200.00	plus VAT;
2.25.27. Approval of a Statutory Declaration	£100.00	plus VAT;
2.25.28. Preparation of an Occupier's Consent form	£50.00	plus VAT;
2.25.29. Discharge of Restriction, Cautions or Notices	£75.00	plus VAT;
2.25.30. Simultaneous Exchange and Completion	£150.00	plus VAT;

- 2.26. 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.
- 2.27. 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.
- 2.28. 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.
- 2.29. 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.
- 2.30. 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.
- 2.31. 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.
- 2.32. 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.
- 2.33. We will decide to stop acting for you only with good reason and on giving reasonable notice.
- 2.34. 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.
- 2.35. 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.

- 2.36. 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.
- 2.37. 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.
- 2.38. 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.
- 2.39. 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. In particular, we will not accept bank details to pay money to you contained solely in an e-mail.
- 2.40. 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.
- 2.41. 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.
- 2.42. 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.
- 2.43. 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.
- 2.44. 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:	Signature:
Print Name:	Print Name:
Date:	Date:
Signature:	Signature:
Print Name:	Print Name:
Date:	Date:

# TERMS AND CONDITIONS OF BUSINESS

## 1. OUR HOURS OF BUSINESS

1.1 Our offices are located at Bexleyheath, Dartford, Orpington, Welling and Sidcup. Our office at Welling is in practice under the name Gough Clinton and Broom. Our office at Sidcup is in practice under the name Braund & Fedrick. A postal address, telephone number, fax number and e-mail address for those branches can be found at [www.tgbaynes.com](http://www.tgbaynes.com) and each office's letterhead displays its own contact and accreditation details. All our offices are closed at weekends and on bank holidays.

1.2 The normal hours of opening at our offices are between 9:00am and 5:30pm on weekdays (9:00am – 5:00pm at the Welling Office). When we consider it is essential, appointments can be arranged at other times. Outside the hours of 9.00am and 5.30pm, messages can be left on the answer phone for individual direct dial contact numbers, but not on the main switchboard number.

## 2. OUR AIM AND LEVEL OF SERVICE

2.1 We aim to offer our clients quality legal advice with a personal service at a fair cost. As a start, we hope it is helpful to you to set out the basis on which we will provide our professional services.

2.2 Please contact us if you require a large print copy of this document to be made available to you.

## 3. EQUALITY AND DIVERSITY

3.1 We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity Policy.

## 4. PEOPLE RESPONSIBLE FOR YOUR WORK

4.1 We will inform you of the name and status of the person dealing with your work and the name of their supervisor. We will try to avoid changing the people who handle your work but if this cannot be avoided, we will tell you promptly of any change and why it may be necessary.

## 5. RESPONSIBILITIES

5.1 To achieve the best possible outcome in your case, we need to work together with you. We will :

- Review your matter regularly;
- Advise you on the law;
- Follow your instructions; and
- In matters of litigation, we will update you on whether the likely outcome still justifies the likely costs and risks associated with your matter whenever there is a material change in circumstances

5.2 You need to :

- Provide us with clear and timely instructions;
- In litigation matters, keep safe any documents which the court or the solicitors acting for any other party involved with your matter require, and provide them to us when required.
- Deal promptly with all requests for money on account; and
- Settle all bills (interim and final) within 28 days of presentation.

5.3 If we become aware of any restriction upon our ability to act for you, we will write to you with an explanation.

## 6. LIMITED COMPANIES

6.1 When accepting instructions to act on behalf of a limited company, we may require a Director or Directors and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out below.

## 7. IDENTITY, DISCLOSURE AND CONFIDENTIALITY REQUIREMENTS

7.1 We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent.

7.2 We will ask you to produce two separate documents of identity (three if you are a non UK resident) from the following lists. You must produce one document from Section A and a different document from Section B (two different documents from section B if you are a non UK resident). The same document cannot be used to confirm name and address. Originals required: Internet print-outs are not accepted.

### Section 'A' (to confirm name)

- Current full signed passport
- Current UK driving licence (full old paper version)
- Current UK photo card driving licence (full or provisional)
- H.M. Revenue & Customs tax code notification
- Original notification letter from DWP / Benefits Agency confirming client's rights to benefits

### Section 'B' (to confirm address)

- Current council tax bill
- Bank/building society/credit union passbook or statement not more than 3 months old showing current address
- Current UK photo card driving licence (full or provisional)
- Local council rent card or tenancy agreement
- Utility bill (NOT RELATED TO MOBILE PHONE) – not more than 3 months old
- Most recent original mortgage statement from a recognised lender
- Original notification letter from DWP / Benefits Agency confirming client's rights to benefits

7.3 In certain circumstances it may be more practical for us to carry out an electronic identification check. This means that we would effect an online search against your name so as to verify your identity. Electronic checks are not always acceptable, so we will only do this if we consider that it would be appropriate. Where this is the case, we will inform you in advance of our intention, and we will ask you to confirm your date of birth as well as your full name and address.

7.4 Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception: legislation on money laundering and terrorist financing (the Proceeds of Crime Act 2002 and the accompanying Money Laundering Regulations 2003 and 2007) has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency.

7.5 Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a disclosure. If, while we are acting for you, it becomes necessary to make such a disclosure, we may not be able to inform you that it has been made, or of the reasons for it, because the law prohibits "tipping off". This means that we would be prohibited from discussing the matter further with you until permission was given for us to do so. We may also be prevented from acting for you further without explanation.

7.6 Please ensure that you provide us with all the information we may require both to establish your identity and the legitimacy of your transaction. Solicitors and their staff may face prosecution if they fail to report any circumstances of which they are aware, or should have been aware, in which it transpires that the proceeds of crime have funded a transaction. In circumstances where we suspect or are uncertain about the legitimacy of funds or a proposed transaction, we accept no liability if your transaction is delayed whilst we seek clearance from the authorities.

7.7 Our firm may be subject to audit or quality checks by external firms or organisations (eg The Law Society, Solicitors Regulation Authority, The Legal Aid Agency). We may also outsource work. This might be for example typing or photocopying or costing, or research and preparation to assist with your matter. Information from your file may therefore be made available in such circumstances. We will always aim to obtain a confidentiality agreement with the third party. If you do not want your file to be outsourced or subject to external audit, you must confirm this to us in writing when you return the signed form of acknowledgement, acceptance and confirmation of authority which accompanies these Terms and Conditions.

7.8 If you are in receipt of third party funding (eg Trade Union, Employers, Legal Aid Agency, Legal Expense Insurance or otherwise), this might result in them having a legitimate interest in the progress of your case, and therefore might involve the disclosure of information. We will inform you if any such requests are made and we would expect to respond positively to any reasonable request received from a third party funder. If you do not want us to release requested information to a third party funder, you must confirm this in writing both to us and the person/organisation providing your funding when you return the signed form of acknowledgement, acceptance and confirmation of authority which accompanies these Terms and Conditions.

7.9 In conveyancing matters, where you have been granted a mortgage, and where we act for your lender in the transaction, we have a duty to make full disclosure to the mortgagee of all relevant facts relating to you, your purchase and mortgage. This will include disclosure of any discrepancies between the mortgage application and information provided to us during the transaction and any cash back payments or discount schemes, which a seller is providing you. If a conflict of interest arises, we must cease to act for you in the matter.

7.10 In order to comply with court and tribunal rules, all documentation relevant to any issues in litigation, however potentially damaging to your case, has to be preserved and may be required to be made available to the other side. This aspect of proceedings is known as "disclosure".

## **8. CONFLICTS OF INTEREST**

8.1 We will check our records to ensure that there is no conflict of interest precluding us from acting for you. Should we discover a conflict, or should a conflict of interest arise in the future, we reserve the right to terminate our retainer immediately and we will have to cease acting for you.

8.2 If we are requested by an existing or future client to act on their behalf, then we will not be restricted from doing so unless there is an actual conflict with your interests on this matter.

## **9. METHOD OF FUNDING**

9.1 We offer various methods of funding and we will explain to you which funding options might be available in your case. We will outline the key features of your funding choice.

## **10. CHARGES AND EXPENSES**

10.1 Our charges will be calculated mainly by reference to the time actually spent by the solicitors and other staff in the department, in respect of any work they do on your behalf. Value Added Tax at the current rate (20.00%) will be added to our charges. No charge is made for work done by our Accounts team or our Reception team.

10.2 At the outset, we will provide you with an estimate of the time likely to be required to complete your instructions, and we will confirm the consequential costs and expenses likely to be incurred.

10.3 We will keep both estimates under review and in the event of a need to revise our overall assessment, we will write to you explaining this and the reason why. We will maintain a detailed record of time spent on your matter, and we will write to you confirming the information used in the calculation of our charges.

10.4 If there is insufficient initial information available to enable reasonably accurate time or costs estimates, we will provide you with an idea of possible overall costs and an indication of when an accurate assessment will be given. If you wish to agree a ceiling amount pending our accurate overall estimate, this must be agreed with us in writing before we start work on your behalf.

10.5 Costs estimates provided by us are given in good faith, but will not be contractually binding.

10.6 Our current hourly rates are set out in a separate letter to you.

10.7 Time spent will be calculated in units of 6 minutes each. Routine letters, e-mails and texts that we send and receive, and routine telephone calls that we make and receive are charged at one tenth of the hourly rate. Other letters, e-mails and texts are charged on a time spent basis.

10.8 Hourly rates are reviewed periodically to reflect increases in overhead costs and inflation. Normally, rates are reviewed with effect from 1<sup>st</sup> May each year. If a review is carried out before your matter has been concluded, we will inform you of any variation in the rate before it takes effect.

10.9 The rates for work which is publicly funded (sometimes referred to as Legal Aid) are set by the Legal Aid Agency, and they are confirmed in a separate letter to you. If you have been granted a Community Legal Services Funding Certificate, the rates will be applicable from the date of issue of your Certificate. If there is a review of these rates before your matter is completed, we will inform you accordingly.

10.10 In addition to the time spent, we may take into account a number of factors, including: any need to carry out work outside our normal office hours; the complexity of the issues; the speed at which action has to be taken; and/or any particular specialist expertise which the case may demand. An increase in the rates may be applied to reflect such factors, and when this is the case, we will explain this to you.

10.11 In matters involving a substantial financial value or benefit to a client, a charge reflecting, for example, the price of the property or the size of the estate, or the value of the financial benefit may be considered. Where an increase in the rates or a charge reflecting any value element is to be added we will explain this to you.

10.12 Where we have quoted a price for a Will, we reserve the right to revert to hourly rates in the event of unforeseen complexities, or in the event that the matter does not proceed to completion.

10.13 In certain matters, you may decide to set a limit on the fees and expenses we can incur in relation to your matter. This means you have to pay our fees and expenses up to this limit, but we must ask you to agree a new limit before we do more work on your behalf. We will write to you with an explanation before a limit has been reached, but if you fail to agree a new limit with us, we will stop working on your behalf once the original costs limit has been reached.

10.14 Depending upon the instructions we receive from you, our work for you is likely to involve all or some of the following: meetings with you and perhaps others; reading, preparing and working on papers; advising you; making and receiving telephone calls, e-mails, faxes and text messages; studying and/or drafting any detailed documents, schedules, costs estimates and bills; attending court (if necessary) and time necessarily spent travelling away from the office. This is not intended to be an exhaustive list, but merely a means of exemplifying the various requirements, which could be placed upon our time working on your behalf.

10.15 We will keep you informed of the level of ongoing costs. At appropriate intervals, depending upon the progress and events surrounding your particular matter, we will provide you with costs updates. At the same time, we will estimate and confirm any future charges and expenses, which have not been previously taken into account. Notwithstanding the costs updates provided by us, you are entitled to request updated costs information at any time during the retainer.

10.16 Should it become necessary to outsource work which would otherwise have been carried out by ourselves, such work will be charged to you at the hourly rate which would be charged by us. Outsourced work must not be confused with the instruction of external agencies, specialists, barristers or other experts; it is strictly limited to work which would otherwise have been carried out by us.

10.17 Solicitors have to pay out various other expenses on behalf of clients, ranging from Land or Probate Registry fees, to court fees, medical records, experts' fees and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT is payable on certain expenses. We refer to these payments generally as "disbursements" and we will provide you with details of typical disbursements applicable to your particular matter.

10.18 If we are required to copy a CD Rom (for example containing medical records) we will charge a fee of £15 plus VAT per disc to cover the cost of materials and administration.

10.19 If you are in receipt of Public Funding, we will not ask you to place us in funds for disbursement payments, but we will apply to the Legal Aid Agency for prior authority to fund a disbursement payment before the cost is incurred.

10.20 If you are in receipt of Before the Event Legal Expenses Insurance, whilst disbursement payments will be primarily your responsibility, we are unlikely to ask you for payment on account of these amounts, but we will liaise with your insurers and you will be subject to the terms of your insurance contract.

10.21 If you are entering into a Conditional Fee Agreement with us, disbursement payments will be primarily your responsibility. In Civil Litigation matters (excluding Personal Injury and Clinical Negligence) we will expect you to fund all disbursements in advance unless we have a written agreement with you otherwise.

10.22 If you are entering into a Conditional Fee Agreement with us in relation to a Personal Injury or Clinical Negligence matter, disbursement payments will be primarily your responsibility. In such cases, we will make payment of the disbursements on your behalf, subject to the Terms and Conditions of the Agreement, but if you should receive an interim payment of compensation, we will expect you to meet the cost of those disbursements from that compensation.

10.23 If we are required to instruct a barrister to represent you in court, or to advise on specific issues (we refer to this as instructing Counsel), we will inform you beforehand. The firm maintains a register of barristers and barristers' Chambers, whose work has met with our approval, and we will share this information with you when you make your choice of barrister. If you tell us to instruct a barrister who is not on our approved list, we will ask you to discuss your choice with us at the earliest opportunity. If you are funding the matter privately, we will not be able to instruct Counsel until you have placed us in funds in respect of his/her fees.

10.24 If you ask us to obtain a second opinion from a different barrister or any expert that we have not previously instructed in respect of your claim, we will do so, but you must pay the cost of that in advance regardless of any Conditional Fee Agreement. If you are in receipt of Public Funding, legal expenses insurance (BTE or ATE) or other third party funding (eg Trade Union), the prior consent of the organisation funding your claim is likely to be required and funding may be refused.

10.25 If a hearing takes place, even if it is not the final hearing, it is usually necessary to provide the court with a breakdown of costs plus VAT and disbursements attaching to that hearing. Where you are funding the matter privately, we will require you to place us in funds to the full extent of our costs breakdown prior to the hearing date. Failure to make payment could result in delay or termination of the retainer.

10.26 If, for any reason, this matter does not proceed to completion, we will be entitled to charge for work done and expenses incurred. Our fee will be calculated on the basis of actual time recorded plus VAT and disbursements.

## **11. PAYMENT ARRANGEMENTS**

11.1 Payment is due within 28 days of presentation of an interim or final bill.

11.2 If we are holding sufficient funds and we have sent you a bill, we will deduct our charges and expenses from those funds

11.3 We do not accept payments to us in cash in excess of £500. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.

11.4 Monies due to you from us will be paid by cheque or bank transfer, but not in cash, and will not be made payable to a third party.

11.5 In contentious matters, where any form of alternative funding is in operation (eg Public Funding, Conditional Fee Arrangement, Legal Expense Insurance or Trade Union), we will provide you with a copy of our final bill and inform you of arrangements for payment by those funding your case.

## **12. OVERDUE PAYMENTS**

12.1 In the unlikely event of any bill or request for payment not being met, this firm must reserve the right to stop acting for you further, which we are entitled to do under Section 65 (2) of The Solicitors Act 1974, so long as we give you reasonable notice.

12.2 Interest will be charged on a daily basis at 8% over Barclays Bank base rate from time to time, or pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 (if applicable), whichever is the greater, from the date of the bill in cases where payment is not made within 28 days of delivery by us of the bill.

12.3 The common law entitles us to retain any money, papers or other property belonging to you, which properly come into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which the costs were incurred. This is known as a "general lien". We are not entitled to sell property held under a lien, but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.

12.4 If we are conducting litigation for you, we have additional rights in any property recovered or preserved for you whether it is in our possession or not and in respect of all costs incurred, whether billed or unbilled.

12.5 If you are dissatisfied with our bill, you have the right to have it assessed by the court pursuant to Part III of the Solicitors Act 1974. Once such costs have been assessed, we are entitled to enforce them.

## **13. INTEREST PAYMENT**

13.1 Any money received on your behalf will be held in our Client Account. We will pay interest at the rate from time to time payable on Barclays Bank's Designated Client Accounts, provided that no interest is payable if the amount calculated on the balance held is £20 or less. The period for which interest will be paid will normally run from the date on which funds are received by us until the date of issue of any cheque from our Client Account.

13.2 Where a client obtains borrowing from a lender in a property transaction, we will normally ask the lender to arrange that the loan cheque is received by us a minimum of four working days prior to the completion date. If the money can be telegraphed, we will normally request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. Such clients need to be aware that the lender may charge interest from the date of issue of their loan cheque or the telegraphing of the payment.

## **14. BANKING**

14.1 All clients' funds are held in accordance with the Solicitors Regulation Authority Accounts Rules. In the light of the banking crisis which occurred in the past, 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

14.2 This 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 shall not be liable to repay money lost through a banking failure.

14.3 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 which so seriously affected most financial institutions.

## **15. REFERRALS**

15.1 In the Keystone Reject Scheme (Personal Injury litigation only), the firm has an interest in recommending the T G Baynes "Group Protect" policy in the sense that it is a policy offered to our clients. We do not receive a commission from the policy, but we are on the panel of Keystone Legal Benefits Ltd (providers of the Group Protect policy), and we do receive referrals from this company. We pay Keystone Legal Benefits Ltd a referral fee of £405 plus VAT on each case associated with the Keystone Reject Scheme where we obtain an admission of liability.

15.2 The firm has an interest in recommending the T G Baynes "Safety Net" ATE policy in the sense that it is a policy offered to our clients. Whilst we do not receive a commission from the policy, we are on the panel of Keystone Legal Benefits Ltd (providers of the Safety Net policy) and we do receive referrals from this company as above.

15.3 You are entitled to ask any questions about our relationship with Keystone Legal Benefits Ltd and/or your relationship with them, at any time during the retainer.

15.4 The firm receives referrals from T G Baynes Estate Agents. No payments are made in respect of these referrals but some of the partners in this firm are also partners in T G Baynes Estate Agents and therefore derive a benefit from the referral.

15.5 You are entitled to ask any questions about our relationship with T G Baynes Estate Agents and/or your relationship with them, at any time during the retainer.

## **16. TAX ADVICE**

16.1 Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you.

## **17. FINANCIAL SERVICES AND INSURANCE CONTRACTS**

17.1 If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority, as we are not. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

17.2 We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. Insurance mediation activities and investment services are regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk/register](http://www.fca.org.uk/register). Arrangements for redress if anything goes wrong are handled by the Legal Ombudsman.

## **18. INCIDENTAL INVESTMENT BUSINESS AND GENERAL INSURANCE**

18.1 If, during the course of our work for you, we identify a need for you to consider entering into an insurance contract, we will explain the circumstances and our recommendations.

18.2 We are not contractually obliged to conduct business in this way, and it must be noted that we may select an appropriate insurance product from only one, or a limited number of insurers. You may request details of the insurance undertakings with which the firm conducts business, and we will provide these to you.

## **19. DATA PROTECTION**

19.1 To enable us to carry out work on your behalf, it will be necessary for us to record, keep and process personal data relating to you

and you consent to this. Such data may be recorded, kept and processed on computer and in "hard copy" format.

19.2 We use the information you provide primarily for the provision of legal services to you and for related purposes including :

- Updating and enhancing client records;
- Analysis for management purposes and statutory returns; and
- Legal and regulatory compliance

19.3 Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to disclose information to third parties such as expert witnesses and other professional advisers. You have the right of access, under data protection legislation, to the personal data that we hold about you.

19.4 We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information, please notify our office in writing.

## **20. COMMUNICATION AND PROGRESS**

20.1 We will provide you with regular updates on progress, as appropriate to developments in your matter and/or as agreed.

20.2 We will aim to communicate with you by such method as you may request, but our preferred means of contact is electronic communication (telephone, fax, e-mail). Unless you instruct us otherwise, and subject to paragraph 20.3 below, we will communicate with you exclusively by electronic means.

20.3 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.

20.4 Electronic mail and similar electronically created messages are a popular means of communication, but they may be vulnerable to data alteration after sending, particularly if computer viruses or other malicious codes corrupt the message content. 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.

20.5 We may transmit or receive information by e-mail without special encryption. If you do not wish us to use this method, please advise us in writing.

20.6 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, you must notify us in writing that you do not wish us to use e-mails or similar electronically created messages in correspondence with you.

20.7 If you contact us by telephone and the person dealing with your matter is not readily available, please leave a message and we will return your call at the first available opportunity.

## **21. TERMINATION**

21.1 You may terminate your instructions to us in writing at any time, but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. You will be liable for our fees and disbursements up to the date of termination, including disbursements for which we may be committed on your behalf. You will also be liable for our charges and expenses in respect of any necessary work involved in the transfer of the matter to another adviser, or in the removal of ourselves from the court record (if applicable).

21.2 If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly and in writing.

21.3 If we decide to stop acting for you, for example if you do not pay an interim bill or comply with the request for a payment on account, or in the event of a conflict of interest, we will tell you the reason and give you notice in writing. Some other examples of where we might stop acting for you are: where we consider it is no longer in your best interest for us to continue to represent you; where there is a breakdown of trust and confidence between us; or where you fail to provide us with instructions or requested documentation in a timely manner.

## **22. STORAGE OF PAPERS AND DOCUMENTS**

22.1 After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses.

22.2 When all matters between us are concluded, your file will be closed and placed in our archive department, where it will be retained for six years. After that, the file will be destroyed.

22.3 If we ask you to collect your papers and you fail to do so, we have the right to destroy them after such period as we consider reasonable, or to make a charge for storage. We will not, of course, destroy any documents such as Wills, deeds and other securities which you ask us to hold in safe custody. No charge will be made to you for such storage, unless prior notice in writing is given to you.

22.4 If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent at the junior executive/personal assistant hourly rate for producing stored papers or documents to you or another at your request. We may also charge for reading correspondence or other work necessary to comply with your instructions.

## **23. PROFESSIONAL INDEMNITY INSURANCE**

23.1 Under the Professional Indemnity Rules, firms are required to take out and maintain qualifying insurance. Details of our insurance can be found at our head office at 208 Broadway, Bexleyheath, DA6 7BG or you can contact us to request this information.

## **24. COMPLAINTS**

24.1 We are committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about the bill, please, in the first instance, contact the person dealing with your matter immediately. If you feel that the matter is too sensitive, or you are unhappy with their response, you should contact the head of department within one year. Full contact details of all our heads of department can be obtained from any of our offices or from "Our People" Section of our web site [www.tgbaynes.com](http://www.tgbaynes.com)

24.2 If your concerns relate to a head of department, you should contact our Chairman, Keith Gough at our office at Broadway House, 208 Broadway, Bexleyheath DA6 7BG. If your concerns relate to our Chairman, you should contact our Chief Executive, Simon Potts, who is also based at the Bexleyheath office.

24.3 We have a procedure in place, which details how we handle complaints. A copy of the procedure can be obtained from any of our offices.

24.4 If you are not satisfied with our handling of your complaint, you can contact the Legal Ombudsman at PO Box 6806 Wolverhampton WV1 9WJ (telephone: 0300 555 0333; e-mail: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) web site: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk) ). Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint.

The Legal Ombudsman will not consider any complaint where the date of the act or omission is more than six years ago, or more than three years from when you should have been aware of it. These timescales are being introduced gradually, meaning the Legal Ombudsman will not accept complaints where the act or omission, or date of awareness, occurred before 6th October 2010.

24.5 If your complaint is about a bill and you have applied to the court for assessment of the bill, the Legal Ombudsman may not consider your complaint.

24.6.1 If you are a party to a Pursuit Policy (After the Event Insurance) and you wish to notify a complaint in respect of your Policy, please note that the Policy is administered by First Assist Insurance Services Limited, and it is underwritten by Great Lakes Reinsurance (UK) PLC. whose registered office is at 1 Minster Court, Mincing Lane, London, EC3R 7YH and whose company number is 2189462.

24.6.2 In the first instance, you should contact First Assist Insurance Services Limited, Customer Relations Department at their registered office, Marshall's Court, Marshall's Road, Sutton, Surrey SM1 4 DU. Their telephone number is: 020 8652 1313. Their company number is 04617100

24.6.3 Complaints which cannot be resolved by First Assist Insurance Services Limited may be referred to the Financial Ombudsman Service, whose contact details are: Financial Ombudsman Service, Insurance Division, South Quay Plaza, 183 Marsh Wall, London E14 9SR; telephone number: 0845 080 1800; email: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk) ; website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) .

## **25. REGULATION**

25.1 Everything we do is regulated by the Solicitors Regulation Authority (SRA). In extreme circumstances, such as a firm's failure to meet regulatory standards resulting in firm closure leaving funds owed to you, you may be able to claim money to cover your loss from the SRA Compensation Fund. The SRA will appoint intervention agents to look into your file and, where possible, deal with outstanding matters.

## **26. EXCLUSION OF THIRD PARTY RIGHTS**

26.1 It is agreed that no rights of enforcement of these terms are conferred upon any third party, and pursuant to Section 1(2) of the Contracts (Rights of Third Parties) Act 1999 any third party right of enforcement is expressly excluded.

## **27. APPLICABLE LAW**

27.1 Any dispute arising from our terms of business will be determined by English law and will be submitted to the exclusive jurisdiction of the English courts.

27.2 The law applicable to a Pursuit Policy (After the Event Insurance) which is administered by First Assist Insurance Services Limited is subject to agreement between the parties. Unless a special endorsement to the contrary has been requested by you and agreed by First Assist Insurance Services Limited, the law applying to the insurance contract will be English law. The language used in the Policy and any communications relating to it will be in English.

## **28. VARIATION**

28.1 Any variation of these Terms and Conditions may only be agreed by specific reference to the relevant clause in this document. Any such agreement must be in writing and it must be signed by you and a partner of this firm.

## **29. ACCEPTANCE**

29.1 This is an important document, which should be retained safely for future reference.

29.2 Your continuing instructions in this matter will amount to acceptance of these Terms and Conditions of Business, but please, would you sign the duplicate of this document and return it to us for retention in our file.

29.3 Unless otherwise agreed, and subject to the application of prevailing hourly rates, these Terms and Conditions of Business will apply to any future instructions given by you to us.