

T G Baynes

Please complete the following details as confirmation of your instructions

Our Ref:	
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Address of Property to be Sold (inc. Postcode):	
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Seller 1 Details:	Title	First Name	Middle Name(s)	Last Name
Full Names				
Date of Birth				
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 NOT MORE THAN 3 MONTHS OLD showing current address	
Current Council Tax bill	
Local council rent card or Local council tenancy agreement	
Utility bill - not more than 3 months old (NOT RELATED TO MOBILE PHONES)	
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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Seller 2 Details:	Title	First Name	Middle Name(s)	Last Name
Full Names				
Date of Birth				
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 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 NOT MORE THAN 3 MONTHS OLD showing current address	
Current Council Tax bill	
Local council rent card or Local council tenancy agreement	
Utility bill - not more than 3 months old (NOT RELATED TO MOBILE PHONES)	
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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How did you come to contact us?	<i>Please tick</i>	
I am a Previous Client		
Recommended by Previous Client		
Internet Search		
RightMove		<i>Please give details: -</i>
Recommended by Estate 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

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Give the full names of any Occupier(s) and their ages.

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Property Details	
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"> - <i>Unregistered title documents;</i> - <i>The original lease;</i> - <i>Management company share certificate;</i> - <i>Memorandum and articles of association of management company</i> - <i>NHBC documentation</i> <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>

Lender 1 Details:	<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.	

Lender 2 Details:	<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.	

Estate Agent	<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)		

Buyer 1 Details:	Title	First Name	Middle Name(s)	Last Name
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:			

Buyer 2 Details:	Title	First Names	Middle Name(s)	Last Name
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:			

Buyer's Solicitors	<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.

Bank Details:	
Bank Name	
Account Name	
Sort Code	
Account Number	

If there is more than one seller 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 Seller 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.

Intended address after sale	
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Please indicate whether you wish us to prepare your Will	<i>Yes / No</i>
If yes, we will arrange for our Wills department to contact you 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 delete either statement a) or b) below, whichever is not applicable, and sign the form:

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

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

**delete as appropriate*

SIGNED..... SIGNED.....

Law Society Property Information Form (4th 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.

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.

1. Boundaries

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?
_____ | <input type="checkbox"/> Seller | <input type="checkbox"/> Neighbour |
| | <input type="checkbox"/> Shared | <input type="checkbox"/> Not known |
| (b) on the right?
_____ | <input type="checkbox"/> Seller | <input type="checkbox"/> Neighbour |
| | <input type="checkbox"/> Shared | <input type="checkbox"/> Not known |
| (c) at the rear?
_____ | <input type="checkbox"/> Seller | <input type="checkbox"/> Neighbour |
| | <input type="checkbox"/> Shared | <input type="checkbox"/> Not known |
| (d) at the front?
_____ | <input type="checkbox"/> Seller | <input type="checkbox"/> Neighbour |
| | <input type="checkbox"/> Shared | <input type="checkbox"/> 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 10 years or during the seller's period of ownership if longer? If Yes, please give details:

Yes No

1.4 During the seller's ownership, has any adjacent land or property been purchased by the seller? 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, for example cellars under the pavement, overhanging eaves or covered walkways? If Yes, please give details:

Yes No

1.6 Has any notice been received under the Party Wall etc. 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?

Yes No

If Yes, please give details:

4. Alterations, planning and building control

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: <https://www.gov.uk/guidance/competent-person-scheme-current-schemes-and-how-schemes-are-authorised>

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:

<http://www.gov.uk/government/organisations/valuation-office-agency>

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

(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:
<https://www.planningportal.co.uk/info/200126/applications>

4.3 Are any of the works disclosed in 4.1 above unfinished? If Yes, please give details:

Yes No

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? If Yes, please give details:

Yes No

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 e.g. copies of electricity bills for feed in tariffs.

Yes No
 Enclosed To follow

4.7 Is the property or any part of it:

(a) a listed building?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Not known	

(b) in a conservation area?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Not known	

If Yes, please supply copies of any relevant documents.

<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow
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4.8 Are any of the trees on the property subject to a Tree Preservation Order?

If Yes:

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

<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Not known	

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

<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow
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5. Guarantees and warranties

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)

<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow

(b) Damp proofing

<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow

(c) Timber treatment

<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow

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

<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow

(e) Electrical work

<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow

(f) Roofing

<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow

(g) Central heating

<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow

(h) Underpinning

<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow

(i) Other (please state):

<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow

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

<input type="checkbox"/> Yes	<input type="checkbox"/> No
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6. Insurance

6.1 Does the seller insure the property?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
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6.2 If not, why not?

6.3 If the property is a flat, does the landlord insure the building?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
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6.4 Has any buildings insurance taken out by the seller ever been:

(a) subject to an abnormal rise in premiums?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
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(b) subject to high excesses?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
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(c) subject to unusual conditions?

Yes No

(d) refused?

Yes No

**6.5 Has the seller made any buildings insurance claims?
If Yes, please give details:**

Yes No

7. Environmental matters

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.gov.uk/government/organisations/department-for-environment-food-rural-affairs .

The flood risk check can be found at: www.gov.uk/check-flood-risk.

**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

Yes No

(b) Sewer flooding

Yes No

(c) Surface water

Yes No

(d) Coastal flooding

Yes No

(e) River flooding

Yes 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.gov.uk/government/organisations/environment-agency.

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.gov.uk/government/organisations/public-health-england and www.publichealthwales.wales.nhs.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

Enclosed To follow

(b) was the test result below the 'recommended action level'?

Yes 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: <https://www.gov.uk/buy-sell-your-home/energy-performance-certificates>

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.

<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow

Further information about the Green Deal can be found at:
www.gov.uk/green-deal-energy-saving-measures

Japanese knotweed

Note: Japanese knotweed is an invasive non-native plant that can cause damage to property if left untreated. The plant consists of visible above ground growth and an invisible rhizome (root) below ground in the soil. It can take several years to control and manage through a management and treatment plan and rhizomes may remain alive below the soil even after treatment.

7.8 Is the property affected by Japanese knotweed?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Not known	

If Yes, please state whether there is a Japanese knotweed management and treatment plan in place and supply a copy with any insurance cover linked to the plan.

<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Not known	
<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow

8. Rights and informal arrangements

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:**

<input type="checkbox"/> Yes	<input type="checkbox"/> No
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**8.2 Does the property benefit from any rights or arrangements over any neighbouring property (this includes any rights of way)?
If Yes, please give details:**

<input type="checkbox"/> Yes	<input type="checkbox"/> No
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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 if any of the following rights benefit 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

8.5 Does the seller know if any of the following arrangements affect the property:

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

Yes No

(b) Chancel repair liability

Yes No

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

Yes No

If Yes, please give details:

8.6 Are there any other rights or arrangements affecting the property? This includes any rights of way. If Yes, please give details:

Yes No

Services crossing the property or neighbouring property

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

<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Not known	

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

<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Not known	

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

<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Not known	

If Yes, please supply a copy or give details:

<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow
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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?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> 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:

<input type="checkbox"/> Yes	<input type="checkbox"/> No
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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.

11.3 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: <https://www.gov.uk/guidance/competent-person-scheme-current-schemes-and-how-schemes-are-authorized>

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.gov.uk/government/organisations/environment-agency

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

If you answered Yes to question 12.5 and your septic tank discharges directly into surface water, you must have upgraded or replaced this by January 2020.

12.5.1 When was the septic tank last replaced or upgraded?

 Month
 Year

(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?**

<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="text"/>	Properties share

12.7 When was the system last emptied?

<input type="text"/>	Year
----------------------	------

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

<input type="text"/>	Year
----------------------	------

12.9 When was the system installed?

<input type="text"/>	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.gov.uk/government/organisations/environment-agency

**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.**

<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow

Specific information about permits and general binding rules can be found at www.gov.uk/permits-you-need-for-septic-tanks

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.

Mains electricity

 Yes No

Provider's name

Location of meter

Mains gas

 Yes No

Provider's name

Location of meter

Mains water

 Yes No

Provider's name

Location of stopcock

Location of meter, if any

Mains sewerage

 Yes No

Provider's name

Telephone

 Yes No

Provider's name

Cable

 Yes No

Provider's name

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 Will the sale price be sufficient to repay all mortgages and charges secured on the property?

Yes No
 No mortgage

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"/>

5 Curtains and curtain rails

	Included	Excluded	None	Price	Comments
Curtain rails/poles/pellets					
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"/>
Curtains/blinds					
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"/>

6 Light fittings

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"/>

7 Fitted units

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

Our Ref:	
-----------------	--

Address of Property to be Purchased (inc.Postcode):	
--	--

Buyer 1 Details:	Title	First Name	Middle Name(s)	Last Name
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 Buyer 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 NOT MORE THAN 3 MONTHS OLD showing current address	
Current Council Tax bill	
Local council rent card or Local council tenancy agreement	
Utility bill - not more than 3 months old (NOT RELATED TO MOBILE PHONES)	
Most recent original mortgage statement from a recognised lender	
Original notification letter from DWP / Benefits Agency confirming Buyer 1's right to benefit	

<input type="checkbox"/>	Please tick here if you have enclosed a cheque with this form and enter the Amount	£
--------------------------	--	---

Buyer 2 Details:	Title	First Name	Middle Name(s)	Last Name
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 Buyer 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 NOT MORE THAN 3 MONTHS OLD showing current address	
Current Council Tax bill	
Local council rent card or Local council tenancy agreement	
Utility bill - not more than 3 months old (NOT RELATED TO MOBILE PHONES)	
Most recent original mortgage statement from a recognised lender	
Original notification letter from DWP / Benefits Agency confirming Buyer 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	
--	--

How did you come to contact us?	<i>Please tick</i>	
I am a Previous Client		
Recommended by Previous Client		
Internet Search		
RightMove		<i>Please give details: -</i>
Recommended by Estate Agent		
Recommended by Lender		
Other		

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

Property Details	<i>To live in as main home (tick)</i>	<i>Buy-to-let investment (tick)</i>	<i>Holiday home (tick)</i>
Purpose of Purchase	<i>Other: Please specify</i>		

After you have completed the purchase of this property will any buyer own two or more residential properties? (Tick if Yes)

Proposed Purchase Price	£
(Freehold/Leasehold)	Freehold (tick) Leasehold (tick)

New 1st Mortgage Lender Details:	<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.	

New 2nd Mortgage Lender Details (If Any)	<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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Estate Agent	<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)		

Seller's Solicitors	<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)		

Seller 1 Details:	Title	First Names	Middle Name(s)	Last Name
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:			

Seller 2 Details:	Title	First Names	Middle Name(s)	Last Name
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:			

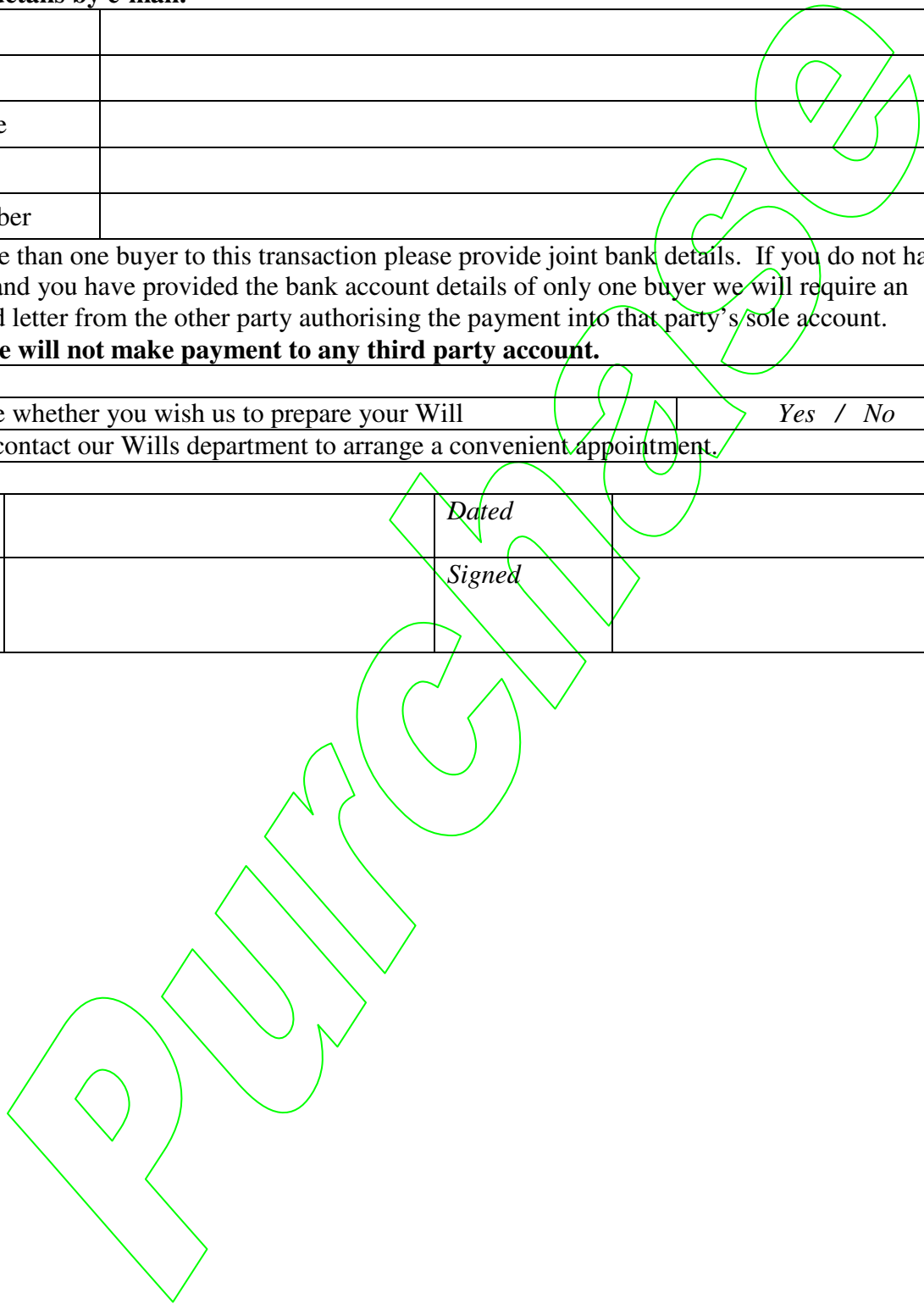
If there will be money due back to you on completion of the transaction you can elect to have the money telegraphically transferred into your bank account subject to our CHAPS fee. If this may be of interest to you, please provide your bank details now in order to avoid delays on completion. **We will not accept bank details by e-mail.**

Bank Details:	
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:

Signed:

Date:

Reference:

T G Baynes Solicitors Client Care Guide for Residential Conveyancing

This Guide, the enclosed Terms and Conditions of Business together with this firm's Privacy Notice comprise the terms upon which T G Baynes will accept instructions from you in respect of the provision of Residential Conveyancing (i.e. sales, purchases, re-mortgages and equity transfers).

- 1.1. 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.
- 1.2. The average length of time to reach completion (i.e. the moving day) is 10-12 weeks. A typical re-mortgage will take 4 weeks 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:
 - 1.2.1. 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;
 - 1.2.2. all of the parties securing mortgage funding (if necessary). Delays can take place while this is arranged;
 - 1.2.3. agreeing a completion date if different parties have different priorities;
 - 1.2.4. 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.
- 1.3. A broad outline of the work comprised in a conveyancing transaction is: -
 - 1.3.1. supplying information to a buyer and obtaining it from a seller;
 - 1.3.2. checking that a seller has good title;
 - 1.3.3. agreeing the terms of a contract for sale and purchase;
 - 1.3.4. when everyone is ready; agreeing a completion (moving) date and exchanging contracts;
 - 1.3.5. making pre-completion arrangements, signing transfers and making further searches;
 - 1.3.6. obtaining a repayment figure on any 'old' mortgage and arranging receipt of the money in relation to any 'new' mortgage;
 - 1.3.7. on moving day:
 - 1.3.7.1.1. receiving the sale money from your buyer;
 - 1.3.7.1.2. paying off your old mortgage;
 - 1.3.7.1.3. paying for your new house;
 - 1.3.7.1.4. sending any surplus money to you.
 - 1.3.8. registering your ownership at the Land Registry and informing you when we receive the Title Information Document;
 - 1.3.9. acting for your lender to ensure that their interests are properly protected.
- 1.4. 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 and the clauses set out in 7 of our enclosed Terms of Business contain further information in this regard.
- 1.5. 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.
- 1.6. The cost of an electronic search, as set out in clause 7.4 of our Terms of Business, is detailed in your estimate.
- 1.7. 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.
- 1.8. Please return any sale, purchase, re-mortgage or transfer of equity questionnaires to us promptly
- 1.9. Please return any Property Information and Contents Forms duly completed as soon as possible.

- 1.10. In the unlikely event you are dissatisfied with the service you receive, please refer to Clause 23 of our Terms and Conditions of Business herewith.
- 1.11. 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.
- 1.12. 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.
- 1.13. 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.
- 1.14. 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.
- 1.15. 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.
- 1.16. 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 1/10th of an hour.
- 1.17. Should your transaction fail to proceed to completion, our fee will be calculated either as:
- 1.17.1. a proportion of the estimated fee based on the stage the transaction has reached; or
- 1.17.2. the actual time recorded; whichever shall be the greater.
- 1.17.3. VAT will be added to the fee. Any disbursements incurred (i.e. payments made on your behalf) will also be chargeable.
- 1.18. 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.
- 1.19. 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.
- 1.20. Other matters which will attract additional fees are: -
- | | | |
|---|---------|-----------|
| 1.20.1. Redemption of outstanding loan by CHAPS payment | £40.00 | plus VAT; |
| 1.20.2. Payment of sale proceeds to yourself or others by CHAPS payment | £40.00 | plus VAT; |
| 1.20.3. Discharge of Second or subsequent Legal Charge | £150.00 | plus VAT; |
| 1.20.4. Preparation of a Power of Attorney | £200.00 | plus VAT; |
| 1.20.5. Preparation of a Deed of Trust | £250.00 | plus VAT; |
| 1.20.6. Preparation of a Deed of Postponement | £200.00 | plus VAT; |
| 1.20.7. Preparation of a Deed of Variation to a Lease | £450.00 | plus VAT; |
| 1.20.8. Approval of a Deed of Variation to a Lease | £350.00 | plus VAT; |
| 1.20.9. Preparation of a Legal Charge | £350.00 | plus VAT; |
| 1.20.10. Preparation of a Deed of Rectification | £450.00 | plus VAT; |
| 1.20.11. Approval of a Deed of Rectification | £350.00 | plus VAT; |
| 1.20.12. Preparation of an Assured Shorthold Tenancy Agreement | £450.00 | plus VAT; |
| 1.20.13. Approval of an Assured Shorthold Tenancy Agreement | £350.00 | plus VAT; |

1.20.14. Preparation of a Deed of Easement to grant rights	£450.00	plus VAT;
1.20.15. Preparation of a Declaration of Solvency	£175.00	plus VAT;
1.20.16. Preparation of a Statutory Declaration	£250.00	plus VAT;
1.20.17. Arrangement and/or approval of an Indemnity Policy	£150.00	plus VAT;
1.20.18. Prepare Adult Occupier Declaration(s)	£50.00	plus VAT;
1.20.19. Approval of an Unregistered Title	£250.00	plus VAT;
1.20.20. Preparation of an Epite of Title	£250.00	plus VAT;
1.20.21. Dealing with a Deed of Covenant/Licence to assign	£100.00	plus VAT;
1.20.22. Supplemental charge for acting on a New Build property	£250.00	plus VAT;
1.20.23. Supplemental charge for acting on a Shared Ownership property	£250.00	plus VAT;
1.20.24. Approval of a Statutory Declaration	£150.00	plus VAT;
1.20.25. Preparation of an Occupier's Consent form	£50.00	plus VAT;
1.20.26. Discharge of Cautions or Notices	£75.00	plus VAT;
1.20.27. Simultaneous Exchange and Completion	£150.00	plus VAT;
1.20.28. Approval of a Legal Charge	£240.00	plus VAT;
1.20.29. Approval of a Deed of Easement	£250.00	plus VAT;
1.20.30. Discharge of a Restriction	£175.00	plus VAT;
1.20.31. Dealing with a Management Company on Freehold Transactions	£200.00	plus VAT;
1.20.32. Dealing with parties separately requiring duplicate correspondence	£200.00	plus VAT;
1.20.33. Dealing with third party Solicitors instructed on a connected transaction	£150.00	plus VAT;
1.20.34. Dealing with a Deed of Assignment	£175.00	plus VAT;
1.20.35. Additional correspondence with Donors of a gifted deposit	£100.00	plus VAT;
1.20.36. Applying for the Bonus on a Help to Buy ISA	£50.00	plus VAT;
1.20.37. Supplemental charge for acting for Paragon Mortgages	£250.00	plus VAT;
1.20.38. Approval of a Transfer of Part and creation of a new title	£250.00	plus VAT;
1.20.39. Preparation or Approval of a Deed of Priority	£200.00	plus VAT;

- 1.21. 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.
- 1.22. Unless we have agreed an alternative arrangement which we have confirmed in writing, our fees will be based on the provisions of 1.12 – 1.20.
- 1.23. Please refer to clause 10 of our enclosed Terms and Conditions of Business detailing our payment arrangements should you not pay our bill on completion of the transaction.
- 1.24. 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.
- 1.25. 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.
- 1.26. We will decide to stop acting for you only with good reason and on giving reasonable notice.
- 1.27. 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.
- 1.28. 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.
- 1.29. 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.
- 1.30. 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. Clause 19 of our enclosed Terms and Conditions of Business gives further details as to communication and progress.

1.31. As confirmation that you would like us to proceed on this basis, I should be grateful if you would sign and return to me:

- The duplicate of this Client Care Guide; and
- the duplicate of the Terms and Conditions of Business; and
- the duplicate of the Privacy Notice

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 set out in the Client Care Guide above.

Signature: Print Name: Date:	Signature: Print Name: Date:
Signature: Print Name: Date:	Signature: Print Name: 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 Bexleyheath, Dartford and Orpington can be found at 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, whenever there is a material change in circumstances, we will update you on the likely outcome and likely costs and risks associated with your matter.

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)

Terms and Conditions of Business (v17 : March 2019)

- 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 right to benefits

7.3 In the case of UK companies, evidence of identity will be needed from one Director or Shareholder. This will normally be from the individual who is instructing this firm or has an active part in the management or control of the company.

7.4 Please note that in order to fully comply with Money Laundering Regulations we will commission an electronic search to verify your identity. The cost of the search per name is detailed in your estimate and we should be able to conduct the search from the original identification documents you are required to supply in order to open your file.

7.5 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 2017) has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency.

7.6 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.

7.7 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.

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. CHARGES AND EXPENSES

9.1 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.

9.2 At the outset, we will provide you with an estimate of the time cost likely to be required to complete your instructions, and we will provide you with information about the consequential costs and expenses which might be incurred. This may be a broad estimate only at the outset.

9.3 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

9.4 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.

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

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

9.7 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.

9.8 Hourly rates are reviewed periodically to reflect increases in overhead costs and inflation. Normally, rates are reviewed with effect from 1st 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.

9.9 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.

9.10 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.

9.11 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.

9.12 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.

9.13 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.

9.14 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.

9.15 We aim to 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. We will also keep you regularly updated in respect of 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.

9.16 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.

9.17 Solicitors have to pay out various other expenses on behalf of clients, ranging from Land or Probate Registry fees, search fees, agents fees, travelling expenses, photo-copying fees, to court fees, Counsel's fees, medical records, experts' fees and so on. Unless otherwise agreed in writing between us, we shall require payment from you on account of such disbursements and expenses in advance of us instructing any third parties. 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. The delays of payment to us on account of such expenses and/or disbursements could delay the instruction of third parties and prejudice your case.

9.18 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.

9.19 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.

9.20 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.

9.21 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.

9.22 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.

9.23 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, subject to any time restraints. 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.

9.24 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.

9.25 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 may 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.

9.26 In transactional cases if, for any reason, the 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.

10. PAYMENT ARRANGEMENTS

10.1 Payment is due within 14 days of presentation of an interim or final bill.

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

10.3 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.

10.4 Monies due to you from us will be paid by cheque or bank transfer, but not in cash. If you would prefer payment by bank transfer please provide full details now to avoid any delays in the future. We will not accept bank details by email and, once provided, we will only accept any variation of bank details on your attendance at our offices with ID.

10.5 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.

10.6 If arrangements are made for a third party to pay any of our fees or disbursements or VAT, you remain responsible for the payment of any charges to the extent that the third party does not pay our bill in full. This includes any case in which we have been instructed by your insurers to represent you under a policy of insurance

11. OVERDUE PAYMENTS

11.1 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.

11.2 Interest will be charged on a daily basis at 8% per day 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 or any part thereof is not made within 14 days of delivery by us of the bill.

11.3 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 money, papers or 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.

11.4 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.

11.5 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.

12. INTEREST PAYMENT

12.1 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.

12.2 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.

13. BANKING

13.1 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

13.2 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.

13.3 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.

14. REFERRALS

14.1 The firm has an interest in recommending a range of insurance policies to our clients. Whilst we do not receive a commission from the policies, we are on the panel of some insurers.

14.2 You are entitled to ask any questions about our relationship with any insurer used by this firm and/or your relationship with them, at any time during the retainer.

15. TAX ADVICE

15.1 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.

16. FINANCIAL SERVICES AND INSURANCE CONTRACTS

16.1 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.

16.2 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. Arrangements for redress if anything goes wrong are handled by the Legal Ombudsman.

17. INCIDENTAL INVESTMENT BUSINESS AND GENERAL INSURANCE

17.1 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.

17.2 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.

18. GENERAL DATA PROTECTION REGULATIONS

18 The firm is compliant with the General Data Protection Regulations 2018 ("GDPR"). Please note that in accordance with GDPR **you are required to read, sign and return to us the firm's Privacy Notice, which is enclosed with these Terms of Business.**

19. COMMUNICATION AND PROGRESS

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

19.2 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.

19.3 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.

19.4 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.

19.5 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.

19.6 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.

19.7 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.

20. TERMINATION

20.1 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).

20.2 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.

20.3 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.

21. STORAGE OF PAPERS AND DOCUMENTS

21.1 After completing the work, or the termination by either party of the retainer between us, we are entitled to keep all and any of your papers and documents relating to this, and/or any other files we hold for you, while there is money owing to us for our charges and expenses in relation to this or any other work we are or have undertaken on your behalf.

21.2 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.

21.3 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.

22. PROFESSIONAL INDEMNITY INSURANCE

22.1 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.

22.2 Our liability to you under or in connection with our engagement, above the compulsory minimum level of professional indemnity cover set by our professional rules from time to time, shall not exceed £10,000,000. This limit shall apply to any and all causes of action against us in respect of, or arising from, or in any way connected with, our engagement by you. Where you instruct us on future matters, this Clause 22.2 shall also apply to each such future matter but with a fresh limit, as above.

22.3 Where instructions on any matter are from multiple clients, a single limit will apply to be shared by all such clients.

23. COMPLAINTS

23.1 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

23.2 If your concerns relate to a head of department, you should contact our Complaints Director, John Wigginton, at our office at Baynes House, Market Street, Dartford, Kent, DA1 1DB. If your concerns relate to our Complaints Director, you should contact our Chief Executive, Simon Potts, who is based at Broadway House, 208 Broadway, Bexleyheath, DA6 7BG.

23.3 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.

23.4 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 website: 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.

23.5 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.

23.6.1 If you are a party to an After the Event Insurance policy and you wish to notify a complaint in respect of your Policy, please request details of the insurer from the person at this firm having conduct of your matter.

23.6.2 In the first instance, you should contact the insurer.

23.6.3 Complaints which cannot be resolved by the insurers 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 website: www.financial-ombudsman.org.uk.

24. REGULATION

24.1 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.

25. EXCLUSION OF THIRD PARTY RIGHTS

25.1 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.

26. APPLICABLE LAW

26.1 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.

26.2 The law applicable to After the Event Insurance policies is subject to agreement between the parties. Unless a special endorsement to the contrary has been requested by you and agreed by such insurer, 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.

27. VARIATION

27.1 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.

28. ACCEPTANCE

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

28.2 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.

28.3 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.

I/We consent to the above Terms of Business

Signed

Signed

Dated

PRIVACY NOTICE

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 by signing this Privacy Notice you consent to this. Such data may be recorded, kept and processed on computer and in "hard copy" format.
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**
3. Our use of that information is subject to your instructions, the General Data Protection Regulations 2018 (referred to hereafter as "GDPR") (as may be amended from time to time) and our duty of confidentiality.
4. Under GDPR, you have the right of access, rectification, erasure, restriction, data portability and objection to the personal data we hold about you. Please be aware that if you request us to erase personal data held about you we may need to cease acting for you. You also have the right to make a complaint to the Information Commissioner's Office (ICO) at any time, although we would encourage you to raise any issue with us initially.
5. If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible. We will promptly correct any information found to be incorrect.
6. We would like, from time to time, to send information to you which we think may be of interest to you. However, under the GDPR we are prohibited from doing so unless you indicate you have no objection to this occurring. If you are happy for us to send information, from time to time, please indicate your consent by ticking this box
7. Our firm's Data Protection Officer is Mr Martin Dewar

Disclosure of Information

Please note:

- Our work for you may require us to disclose information to third parties such as expert witnesses and other professional advisers.
- We will always ensure any third parties meet the requirements of the General Data Protection Regulations (GDPR) before any disclosure of your personal data
- 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. 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 (Client Care Letter), signed Terms and Conditions and this signed Privacy Notice.
- 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 (client care letter), signed Terms and conditions and this Privacy Notice, also duly signed.
- 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.
- 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".

Storage of Personal Data

Subject to certain exceptions (e.g. Will Files) :-

Hard copy Files

We are required by law to retain files (and all personal data relating thereto) for a period of 6 years following completion of a matter. 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 hard copy file will be destroyed.

Electronic Files

For legal research, accounting purposes and the potential defence of legal claims, we store personal data electronically for an indefinite period

Subject to the exceptions mentioned, at any time after the period of seven years has elapsed following completion of your matter/closure of your file, you have the right to request deletion of all personal data. Any such request should be made in writing and addressed to the firm's Data Protection Officer mentioned in 7 above.

I/We {Client's full names}..... confirm my/our consent to the above and understand that, subject to T G Baynes Solicitors being able to maintain its legal and regulatory compliance, I/we may withdraw this consent at any time. I/we understand such withdrawal request must be in writing, addressed to the firm's Data Protection Officer, and must be sent by "Signed For" post.

Signed Signed

Dated Dated