

## **GORDON BROWN LAW FIRM LLP SOLICITORS**

### **TERMS AND CONDITIONS**

We have given you an estimate of our costs for conducting your conveyancing transaction for you and, in accordance with the SRA requirements we have warned you that the indication of charges is given on the basis of details presently known to us and on the assumption that the transaction will not prove to be substantially more complex or time consuming than expected. This note is intended to tell you exactly what work by us is included in the estimate of charges given. We are aware that in all other cases where you obtain an estimate of costs from a contractor it will have been spelt out clearly to the contractor what his estimate is required for before that estimate is given, you may know little or nothing about what we do so you cannot lay down that job specification for us. We think it important that we tell you what our job specification is.

#### **IN RELATION TO YOUR SALE OUR ESTIMATE OF COSTS INCLUDES:**

1. Taking instructions from you regarding your sale by sending you Law Society Conveyancing Protocol forms as appropriate to your transaction for you to complete and return.
2. Obtaining your title deeds and perusing the title deeds to verify that you have a good and marketable title.
3. Preparing a draft Contract, submitting this to the buyer's Solicitor for approval and sending a copy to you for signature with an explanation of its effect.
4. Obtaining an interim mortgage redemption figure to ensure there are sufficient funds from the sale to cover all charges registered against the property prior to exchange and providing a copy of the interim redemption figure(s) to you to check.
5. Obtaining your confirmation that any Early Repayment Charge relating to your existing mortgage is acceptable.
6. Answering any Enquiries raised by the buyers Solicitor.
7. Approving a draft Sale Deed prepared by your buyer's Solicitor and submitting this to you for signature
8. Notifying you as soon as the buyers are ready to exchange Contracts and asking you at that time to agree a completion date. Thereafter, exchanging Contracts for you for completion on the date which you notified to us. Please give us at least 7 days notice of an agreed completion date to arrange redemption figures and other requirements.
9. Notifying your selling agent that Contracts have been exchanged, requesting their account and submitting this to you for your approval for payment on completion, and paying it on completion.
10. Obtaining from your first mortgagee a redemption figure and making arrangements for redemption of your first mortgage on completion.
11. Preparing and submitting to you a financial statement regarding payments made and received on your behalf in relation to the transaction (if you are also buying a property there will be a separate statements for that transaction)
12. Completing your sale at our office, and accounting to you for the proceeds of sale by a single payment.
13. Dealing with the other party's Solicitors by written correspondence and by telephone, and with any Estate Agent.

14. Arranging payment of your estate agents account, provided we have written authority from you

**OUR ORIGINAL ESTIMATE OF CHARGES DOES NOT INCLUDE WORK INVOLVED IN:**

1. Perfecting your title if it is defective when we receive the title deeds.
2. Seeking additional information from you where this information has not been provided by you earlier in order to be able to reply to any additional Enquiries received from the buyer's solicitor concerning your property.
3. Advising you on any objections to title or to your property raised by the buyers whether resulting from their survey, searches or other inspections - if negotiation with your buyer is required we will be happy to undertake this for you although we will not be offended if you want you're appointed Estate Agent to negotiate for you.
5. Applying for title deeds from any second or subsequent mortgagee; obtaining redemption figures from them and redeeming those charges.
6. Re-assignment or release of any Life Policy charged to a mortgagee as collateral security for their charge and service of notices related to that reassignment.
7. Supplemental action required (if any) in dealing with the sale of a leasehold title. This is because until we receive your title Deeds we cannot know what action will be necessary to comply with the requirements of the Lease of your property.
8. Completing at your Mortgagee's Solicitors office if they use their own solicitor for redemption, and any bank charges associated with this.
9. Completing in less than 3 days after exchange of contracts.
10. Liaising with lenders where you are in negative equity to negotiate a reduction in settlement figures.
11. Arranging Indemnity Policies in relation to the Property.
12. Dealing with unregistered Title Deeds.
13. Sending the proceeds of sale to more than one bank account / beneficiary.
14. Completing within 28 days of instruction unless previously agreed with us prior to instruction.
15. Holding proceeds of sale pending any ongoing matrimonial separation or dispute
16. Liaising with matrimonial solicitors on the occasion of any matrimonial separation or dispute
17. Liaising with another Solicitor who you may have appointed to represent you in a related purchase transaction

In order to retain our ability to complete business on the basis of costs as well as quality of service we feel it is important that you know what you are getting for what you are expected to pay and we hope that you appreciate this leaflet in that spirit, we will where possible always try to give you a fixed cost estimate of any additional charges which are required, prior to us undertaking any additional work on your

behalf.

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**Authorised and Regulated by the Solicitors Regulatory Authority number 558890**