

GORDON BROWN LAW FIRM LLP
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's Guidelines 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. Obviously, you 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 A PURCHASE OUR COSTS INCLUDE:-

1. Taking initial detailed instructions from you by sending you a questionnaire to complete and noting your replies.
2. Requesting from the seller's Solicitor a draft Contract for approval and approving this on the basis of our own knowledge and the information given by you in your replies to our questionnaire. We will advise you fully on the implications of the Contract and present the Contract to you with an explanation of the legal matters affecting your particular property as evident in the Contract documentation.
3. Obtaining evidence of client funds to satisfy AML requirements
4. Receiving evidence of the seller's title, perusing this and raising requisitions on it and approving the title before completing for you
5. Making additional enquiries of the seller's Solicitor concerning the property based on a general form and also any particular enquiries arising from your replies to our questionnaire. We will report to you the important information arising from the seller's Solicitor's replies to these forms and the Seller's replies to any Property Information Forms supplied under the Law Society's Conveyancing Protocol.
6. Putting in hand with the proper authorities Searches in relation to your new property. Exactly what Searches we put in hand will depend on the contents of the Contract when received and the requirements of any mortgagee lending money to you on security of a mortgage over the property. We only routinely quote for a Local Search Drainage, Environment and a Mining Report. If any additional searches appear to us necessary we will effect these at an extra charge to you without referring to you on the assumption that you will want us to do a full and proper job for you. There may be no choice in the matter from your point of view if you are borrowing money to fund the purchase since your mortgagee might require us to carry out these further Searches. We will report to you any of the results of Searches if appropriate.

7. Upon receipt of confirmation from your mortgagee of the details of their offer we will confirm the details to you and forward the Legal Charge documentation for signature, if permitted by your prospective lender. Some lenders require us to attend you personally to advise you on the legal charge documentation and to personally witness your signature to it.
8. Drafting the Purchase Deed. We will send it to the seller's Solicitor for approval, thereafter engrossing it for signature by you and then sending it to the vendor.
9. Advising you when you are in a position to Exchange Contracts. We will obtain the necessary deposit from you and then Exchange Contracts. We do not tell you what the completion date will be - it is up to you to agree the completion data with your seller once we have told you Contracts can be exchanged, and then for you to let us know what date is most convenient to you. Please give us at least 7 days from exchange of contracts to arrange searches and financial statements before the date you want for completion.
10. Effecting the necessary completion Searches, which will become evident to us upon receipt of evidence of title from the seller. If Searches are necessary which were not included in our original list of expected disbursements these will be done and charged for. Advising you concerning detrimental matters revealed by preliminary searches
11. Preparing and sending you a financial statement showing payments received and made in relation to your transaction.
12. Obtaining the advance monies from your Lender (mortgagee).
13. Effecting completion of your transaction in accordance with the Law Society's Code for Completion by Post.
14. Presenting details of the transaction to the Inland Revenue as required by you (provided you sign the SDLT Authority form for us to do so, accepting the charge applied), and registering at the Land Registry your title to the property together with a first charge to a CML or BSA registered Lender, before scheduling the deeds and documents and lodging them with your mortgagee or to you should these not be required by the Lender.
15. Dealing with you or your Estate Agent and the other party's Solicitors by written correspondence, email and by telephone, as required.

OUR ORIGINAL ESTIMATE OF COST DOES NOT INCLUDE WORK INVOLVED IN:-

1. Rectifying any detrimental matters revealed by preliminary searches.
2. Advising you concerning any aspects of your mortgage offer and loan terms, where such advice would normally be given to you by your Independent Financial Advisor.
3. Putting right defects in the seller's title.
4. Effecting any second or subsequent Charge over your new property other than in relation to a New Build Purchase Transaction.

5. Dealing with gifted deposits.
6. Assigning or giving notice of deposit of a Life Policy as collateral security for any loan, whether or not that policy has previously been assigned or deposited. (However, if we arranged that policy for you there would be no extra charge).
7. Dealing with notices to freeholders if the fact that you are purchasing a leasehold title was not notified to us when we gave our original estimate of costs.
8. Supplemental action required (if any) in dealing with the purchase of a leasehold title. This is because until we receive the title Deeds we cannot know what action will be necessary to comply with the requirements of the Lease of the property
8. Completing within 3 days after exchange of contracts.
9. Completing the SDLT1 form which the Government now require you to complete, and file within 30 days after completion unless this was included in our original estimate.
10. Tax advice as to the tax implications of you proceeding with the transaction.
11. Arranging Indemnity Insurance policies.
12. Dealing with a Help to Buy ISA .
13. Dealing with a Help to Buy Mortgage unless pre agreed with us.
14. Completing a transaction within 28 days of instruction unless previously agreed by us
15. Liaising with another Solicitor whom you may have instructed to represent you separately in a related sale transaction
16. Dealing with and updating a Lender Portal or case management system.

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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**This firm is authorised and regulated by the Solicitors Regulatory Authority
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