



### 1. RESIDENTIAL CONVEYANCING TERMS

These Residential Conveyancing Terms together with our Terms of Business and any relevant Engagement Letter, apply to each residential conveyancing Matter we are instructed upon unless specifically amended in accordance with clause 2 below.

Please note that, unless specified, the definitions contained in our Terms of Business apply to these Residential Conveyancing Terms.

### 2. VARIATION

No variation to these terms shall be effective, unless provided for in the Engagement Letter, Terms of Business or in writing signed by a Fee Earner.

### 3. VALIDITY

The details we provide in any estimate (online or otherwise) and within these Conveyancing Supplementary Terms are based upon the information we have available to us at the time of writing. In accordance with paragraph 5.1 of our Terms of Business, we reserve the right to review and revise our charges if we need to undertake additional work which cannot be anticipated at this stage, however, we will of course keep you informed of any changes to our fees and charges as they arise.

### 4. SELLING YOUR PROPERTY

#### 4.1 Forms

When selling your property, we will ask you to complete a number of forms so that we have as much information as possible at the beginning of the conveyancing process in an effort to minimise delays as your Matter progresses including a Property Information Questionnaire, Fixtures Fittings and Contents Form and an Overriding Interests Questionnaire.

#### 4.2 Mortgage Redemption

If you have a mortgage over the property you are selling, this will be repaid out of the proceeds of sale. In these circumstances, we normally act for your Lender as well as you and we have a duty to ensure that their security is discharged upon repayment of the outstanding loan. In order to do this, we will need to obtain a 'mortgage redemption statement' for which there may be a charge and which is normally valid only for a specific period. Should the completion date for your sale change, we will need to obtain updated

mortgage redemption statements. Our fees for acting on behalf of your lender are set out in our Table of Charges and will be included on any online quotation obtained through our website.

#### 4.3 Taxation

As set out in our Terms of Business at paragraph 26.1, we are unable to advise you on tax advice in connection with the sale of your property. Should you require guidance on tax issues arising out of your transaction, please consult a professional accountant or advisor.

#### 4.4 Identity Checks

As set out in paragraph 9.1 of our Terms of Business, we are required to verify the identity of each client. If you are selling your property in joint names, each seller will be subject to separate AML ('Anti Money Laundering' online verification). Similarly, if you are selling your property as a private limited company ('Ltd), limited liability partnership ('LLP') or public limited company ('Plc'), we will need to carry out electronic identity checks on the entity as well as two members/directors as appropriate. AML checks are £6.00 plus VAT each.

#### 4.5 Fees

We charge a standard professional fee for selling your property which incorporates the basic work required to sell your property. Our fees are based upon the value of your property and reflect the level of financial responsibility we undertake when progressing your Matter.

Our standard professional fees are as follows: -

Value of the property	Standard Professional Fee
£0-£500,000	£850.00 plus VAT
£501,000 - £600,000	£895.00 plus VAT
£601,000 - £700,000	£950.00 plus VAT
£701,000 – £800,000	£1,000 plus VAT
£801,000 - £900,000	£1,100 plus VAT
£901,000 – £1,000,000 plus	£1,150 plus VAT
£1,000,001 - £1,200,000	£1,250 plus VAT
£1,200,001 and above	We would prefer to discuss this with you so that we can provide a quote on a more personal basis



In addition to our standard professional fees, we may have to undertake additional work on your behalf in the course of progressing your Matter. These additional fees are as follows: -

Additional work	Additional Fees
Preparing a general power of attorney enabling a third party to execute documents on your behalf	£150 plus VAT
Preparing Statutory Declarations (for e.g. defects in title, missing deeds, possessory title applications)	£150.00 plus VAT per hour
Dealing with third party lawyers (in e.g. matrimonial disputes)	£150.00 plus VAT per hour
Supplementary fee where your property is leasehold (covering the additional work completed by us)	£150 plus VAT
Supplementary fee where your property is unregistered land (covering the additional work completed by us to establish your ownership to the satisfaction of the purchaser)	£150 plus VAT
Redemption of your existing mortgage	£75 plus VAT
Where completion is required in 14 days or less	£100 plus VAT
Abortive fees where your matter does not progress to completion	£pro rata based upon the amount of work done prior to withdrawal
Requesting historical files from our Archive or deeds held in our Secure Deeds Store	£25.00 per file/Deed Record
Bank Charge for arranging same day electronic payments (sterling)	£30 plus VAT
Bank Charge for arranging overseas	£60 plus VAT

payment (i.e. non GBP) electronic payments	
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We do not currently charge additional fees for:

- Preparing Deeds of postponement
- Preparing Deeds of grant or variation of rights
- Removal a registered caution
- Obtaining copies of planning or building regulations consents (where the documents are in the public domain)
- Administering a retention of funds upon completion

During the course of your Matter, there will be third party costs (called ‘disbursements’) which we have to pay and for which we are allowed to recover the cost. Possible disbursements incurred during the sale of your property include:-

Official copies of your property title documents (including title, plan, leases, deeds, agreements etc)	£3.00 per document
Cheques returned unpaid	£30
Indemnity insurance to cover defects on your title, unknown covenants, missing planning permissions or building control certifications etc	£premium to be advised upon obtaining quotations for the same
Freeholder Management Pack and/or Management Company Sales Pack (where your property is leasehold your freeholder and/or their management company is likely to charge a fee for providing up to date insurance, service charge and other information requested by your purchaser	£fee to be advised upon making contact with your freeholder

Should additional disbursements be likely, we will advise you of the cost before these are incurred.



In accordance with 7.3 of our Terms of Business, once you have instructed us to proceed, we will ask you to provide a payment of £300 on account before we provide any Services or act in connection with your Matter.

## 5. PURCHASING YOUR PROPERTY

### 5.1 Proof of funds

When purchasing your property we will ask you to provide proof of funds i.e. evidence to show how any deposit and balance of the purchase price are being provided.

### 5.2 Mortgages

If you are taking out a mortgage to fund the purchase of your property and have therefore agreed to grant the Lender security for their loan by way of a legal charge, please let your Lender know as soon as you have instructed us so that they can send us copies of your offer and instructions.

We normally act for your Lender as well as you and we have a duty to ensure that their security is protected upon completion of your purchase. Your Lender's legal fees are usually set out in your mortgage offer and will often be deducted from the mortgage advance before the balance of the funds is transferred to us in readiness for completion of your purchase. We ensure that the Lender is protected by submitting a report to them prior to completion confirming that there are no issues which will compromise their security (i.e. affect their ability to recover their loan in the event that you stop paying the mortgage payments due under the terms of your loan).

Your Lender may require details of all intended adult occupiers (aged 17 or over) of your property and they may need to sign a consent form releasing any rights they may have to remain in the property in the event that you default on the mortgage repayments. Please do let us know who will be occupying your property so that we can complete the necessary form in good time.

We confirm that we do not advise on the suitability of your mortgage or the suitability of your proposed use. When you sign your mortgage deed, you are entering into a legally binding agreement and if you breach the terms your property could be at risk of being repossessed by your Lender. Before signing, please do ensure that you understand your responsibilities under the terms of the loan and all fees applicable and that you can afford to make the repayments for the duration of the term. In addition to repayments, your

responsibilities are likely to include obtaining suitable insurance which will need to be active ('on risk') from the date you exchange contracts with your seller. Again, we cannot advise you upon the suitability of your chosen policy of insurance.

If you are using a mortgage to purchase your property, a valuation will be undertaken by the Lender. If you would like to have a separate survey of the property undertaken, please arrange to have this carried out by a surveyor as soon as possible and send a copy of the report to us. Surveys vary in terms of depth of detail from very basic condition reports (often suitable for newbuild properties) through to homebuyer reports (more detailed but will not reveal issues which are not obvious to the 'naked eye') and full building surveys (which gives much information about structural integrity, property condition and gives in depth information on potential issues/likely repairs and maintenance issues). Please note that in accordance with paragraph 26.3 of our Terms of Business, we do not carry out physical inspections of properties unless specifically requested.

### 5.3 Joint Tenancy v Tenancy in Common

When you purchase a property jointly, there are two ways in which you can own the beneficial interest in it; (1) as joint tenants and (2) as tenants in common.

Joint tenancy means that you each own 100% of the legal and beneficial ownership in the property. When one of you passes away, the surviving owner automatically becomes the sole owner of the property – this happens under a legal principle called the 'doctrine of survivorship'. Even if you leave everything you own (including the property) to a third party in your Will, your share of the property will pass to the surviving joint owner.

In contrast, when you own property jointly as tenants in common, whilst you are both joint legal owners, you each own a specific share of the beneficial interest (e.g. 50:50) which you can then choose to leave to a third party in the event of your death (or which will pass to your beneficiaries under the intestacy rules if you do not make a will). If you proceed to purchase as tenants in common, it is sensible to record the nature of each person's share of the beneficial interest in a separate document called a 'declaration of trust' deed so that future disputes as to the size of each person's share or the amount each person is to receive from sale proceeds when the property is sold can be avoided. We can prepare Wills (£215 (single Will) - £395 (mirror Wills) plus VAT) and declaration of trust deeds (£350 -



£450 plus VAT) and so please do let us know if these are services you would like us to undertake for you.

As the way in which you intend to hold property will impact upon the conveyancing work we do, please let us know how you wish to own your property as soon as possible. If you would like additional information on each of the ownership options, please let us know.

#### 5.4 Searches

When you purchase a property, we will obtain a number of searches on your behalf in an effort to thoroughly investigate the property and any rights and restrictions affecting it. The most common searches and their estimated costs are explained below.

##### **Local Authority Search**

This search provides information relating to the property you are buying but does not include proposals for development of adjoining properties or surrounding areas. It includes planning history, building control history, enforcement actions, nearby road schemes, rights of way, tree preservation orders, radon gas information, village green and other designations and CIL information. These searches are usually 'official searches' carried out by an officer of the local authority in which your property is situated. Whilst you can understand this search yourself by contacting your local authority planning department, please bear in mind that you will still be required to pay a fee and you will need to provide us with a copy as soon as possible. Our search provider usually charges in the region of £100 - £150 for this type of search.

##### **Environmental Search**

This contains information and risks relating to environmental factors including flooding, landslides, landfill, contamination, waste sites, historical land use and other hazardous substances (normally within a range of around 500m). Please note that in accordance with paragraph 26.3 of our Terms of Business we cannot advise on contamination issues. Our search provider usually charges in the region of £40 - £100 for this type of search.

##### **Drainage and Water Search**

This contains details of the public sewer system and whether there are any sewers within the boundary of the property. It also shows whether the property is connected to mains sewage and water, has a metered water supply, whether the sewers are adopted (i.e. maintained by the local authority) and the location of public water mains which could be very important if you are planning on carrying out redevelopment work.

Our search provider charges in the region of £70 - £80 for this type of search.

##### **Bankruptcy Search /Winding Up Search**

Before we complete your purchase, if you are obtaining mortgage finance, we will need to perform a bankruptcy search against each individual borrower (or a winding up search against any company purchaser). Bankruptcy searches cost approximately £2 each and a winding up search is in the region of £17 - £20

##### **Highways Search**

This search shows whether the roads around your property are private or adopted, whether any rights of way affect your property and if there are any planned highways works in the vicinity of your property. Our search provider charges in the region of

##### **Official Search**

Just prior to completion, we will also perform an Official Search in your name(s) (or in the name of your Lender if you are purchasing with mortgage finance). This will tell us whether any additional entries have been entered on the property register since the time we obtained office copy entries and will protect you from anybody else attempting to register an entry against the title to your property from the date of your search for a period of 30 days. The cost of an official search is £3.

##### **Other Searches**

Depending on the location of your property, there are a number of other searches which we can obtain and which will provide additional information about your property and the surrounding area including chancel repair, utility searches, flood searches, hazard surveys, mining and planning searches. Land Charges searches will also be necessary when a property is unregistered. If it looks like you may benefit from additional searches, we will discuss the options and costs with you prior to obtaining these.

#### 5.5 Land Registry Fee

Once your purchase has completed, we will register your ownership by submitting an application to Land Registry to add your names (and the details of any legal charges) to the register. The fee Land Registry charge is based upon the value of your property and an estimate will be provided as part of our online costs calculation and will be included in our engagement letter.



### 5.6 Taxation

Save in relation to the information set out in paragraph 5.8 below, as set out in our Terms of Business at paragraph 26.1, we are unable to advise you on tax advice in connection with the sale of your property. Should you require guidance on tax issues arising out of your transaction, please consult a professional accountant or advisor.

### 5.7 Identity Checks

As set out in paragraph 9.1 of our Terms of Business, we are required to verify the identity of each client. If you are purchasing your property in joint names, each buyer will be subject to separate AML ('Anti Money Laundering' online verification). Similarly, if you are purchasing your property as a private limited company ('Ltd'), limited liability partnership ('LLP') or public limited company ('Plc'), we will need to carry out electronic identity checks on the entity as well as two members/directors as appropriate. AML checks are £6.00 plus VAT each.

### 5.8 Stamp Duty Land Tax

When a chargeable transfer occurs, Stamp Duty Land Tax ('SDLT') is payable by the purchaser(s) on the consideration (i.e. the purchase price). In order to complete the required SDLT Return form and pay the SDLT due on or immediately following the day of completion, we will need the national insurance number and date of birth of one purchaser who will act as the 'lead purchaser' for the purposes of SDLT. Before the Return form is submitted, we will ask you to check the details as payment of SDLT remains your responsibility. HMRC have imposed a deadline for submission of SDLT returns and tax (currently 30 days but is due to decrease to 14 days in April 2019) after which fines will be imposed and so it is vital that we have the necessary information from you as soon as possible. Please note that if we cannot submit the SDLT return because you have not provided us with information we have requested, we will not be responsible for paying any fines imposed.

Current rates of SDLT on residential property purchases are as follows: -

Purchase Price	SDLT Rate	Buy to Let/Additional Property Rate
Up to £125,000	0%	3%
£125,001 - £250,000	2%	5%

£250,001 - £925,000	5%	8%
£925,001 - £1,500,000	10%	13%
Remaining value over £1500,001	£12%	£15%

In some instances, SDLT is not payable or the rates are reduced (certain geographical locations, first time buyers with residential properties worth less than £500,000, multiple property purchases) – we will advise you of this during the course of the conveyancing process. Where you already own a property and your purchase is an additional property, the surcharged rates will apply. SDLT rules for mixed use and/or commercial property purchases are more complex and so please contact us for more information.

Even if SDLT is not payable, in most instances an SDLT Return ('nil return') will still need to be filed. Examples of where returns are not needed include purchases where no monies are paid, gifts in Wills/intestacy, re-mortgages, and matrimonial (divorce) related transactions but please contact us if you are uncertain as to whether SDLT applies or not.

### 5.9 Fees

We charge a standard professional fee for acting on your purchase which incorporates the basic work required to complete your acquisition. Our fees are based upon the value of your property and reflect the level of financial responsibility we undertake when progressing your Matter.

Our standard professional fees are as follows: -

Value of the property	Standard Professional Fee
£0-£500,000	£850.00 plus VAT
£501,000 - £600,000	£895.00 plus VAT
£601,000 - £700,000	£950.00 plus VAT
£701,000 – £800,000	£1,000 plus VAT
£801,000 - £900,000	£1,100 plus VAT
£901,000 – £1,000,000 plus	£1,150 plus VAT
£1,000,001 - £1,200,000	£1,250 plus VAT
£1,200,001 and above	We would prefer to discuss this with you so that we can provide a quote on a more personal basis



In addition to our standard professional fees, we may have to undertake additional work on your behalf in the course of progressing your Matter. These additional fees are as follows: -

Additional work	Additional Fees
Preparing a general power of attorney enabling a third party to execute documents on your behalf	£150 plus VAT
Supplementary fee where your property is leasehold (covering the additional work completed by us)	£150 plus VAT
Supplementary fee where your property is unregistered land (covering the additional work completed by us to establish your ownership to the satisfaction of the purchaser)	£150 plus VAT
Preparing Statutory Declarations (for e.g. defects in title, missing deeds, possessory title applications)	£150.00 plus VAT per hour
Requesting historical files from our Archive or deeds held in our Secure Deeds Store	£25.00 plus VAT per file/Deed Record
Dealing with third party lawyers (in e.g. matrimonial disputes)	£150.00 plus VAT per hour
Acting for your Lender in a mortgage	£150 plus VAT
Where completion is required in 14 days or less	£100 plus VAT
Abortive fees where your matter does not progress to completion	£pro rata based upon the amount of work done prior to withdrawal
Bank Charge for arranging same day electronic payments (sterling)	£30 plus VAT
Bank Charge for arranging overseas	£60 plus VAT

payment (i.e. non GBP) electronic payments	
Preparing Declaration of Trust Deed	£350-£450 plus VAT
Preparing Wills	£215 (single) - £395 (two wills) plus VAT
Preparing and submitting electronic Stamp Duty Land Tax (SDLT) Return	£60 plus VAT
Dealing with Help to Buy ISA	£50 plus VAT
Help to Buy Supplemental Fee	£300 plus VAT
Shared Ownership Supplemental Fee	£175 plus VAT
Dealing with Newbuild Properties (including off plan)	£200 plus VAT

We do not currently charge additional fees for:

- Preparing Deeds of Gift
- Reviewing new/amended Mortgage offers
- Completing Occupiers Consent Forms
- Dealing with Buy to Let mortgages
- Service of Notice of Assignment/Reassignment
- Preparing Deeds of grant or variation of rights
- Removal a registered caution
- Obtaining copies of planning or building regulations consents (where the documents are in the public domain)
- Preparing statutory declarations
- Administering a retention of funds upon completion
- Requesting historical files from our Archive or deeds held in our Secure Deeds Store
- Dealing with third party lawyers in e.g. matrimonial disputes

During the course of your Matter, there will be third party costs (called 'disbursements') which we have to pay and for which we are allowed to recover the cost. Possible disbursements incurred during the sale of your property include:-

Official copies of your property title documents (including title, plan, leases, deeds, agreements etc)	£3.00 per document
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Cheques returned unpaid	£30
Indemnity insurance to cover defects on your title, unknown covenants, missing planning permissions or building control certifications etc	£premium to be advised upon obtaining quotations for the same
Freeholder Management Pack (where your property is leasehold your freeholder is likely to charge a fee for providing up to date insurance, service charge and other information requested by your purchaser	£fee to be advised upon making contact with your freeholder

Should additional disbursements be likely, we will advise you of the cost before these are incurred.

Purchases involving Help to Buy Schemes can involve additional steps and we will be happy to advise you of these in the event that this is relevant to your Matter.

In accordance with 7.3 of our Terms of Business, once you have instructed us to proceed, we will ask you to provide a payment of £500 on account before we provide any Services or act in connection with your Matter.

## 6. TRANSFER OF EQUITY/REMORTGAGE

### 6.1 Transferring a share of your property

Where the property is subject to a legal charge, you will need to obtain your Lender’s consent to the change of ownership and they may charge a fee for this.

Where the property is subject to a legal charge and the amount outstanding under the mortgage is over £125,000, SDLT may be payable by the person receiving a share. This is because HMRC deem the person acquiring a share to be paying a proportion of the amount outstanding under the mortgage in exchange for their share. When we know the value of your property and the amount outstanding under your mortgage, we will be able to advise you as to whether SSDLT is payable or not.

We will ask you to complete a questionnaire at the beginning of the Matter in order to capture the data necessary to prepare the transfer forms.

Where you are re-mortgaging, please note that your existing mortgage will need to be redeemed wholly or in part from the monies being provided under your new facility

### 6.2 Taxation

As set out in our Terms of Business at paragraph 26.1, we are unable to advise you on tax advice in connection with the transfer of a share of your property, however capital gains tax, SDLT and other tax consequences may arise as a result. Should you require guidance on tax issues arising out of your transaction, please consult a professional accountant or advisor.

### 6.3 Identity Checks

As set out in paragraph 9.1 of our Terms of Business, we are required to verify the identity of each client. If you are transferring your property into joint names, each party will be subject to separate AML (‘Anti Money Laundering’ online verification). Similarly, if you are transferring your property as a private limited company (‘Ltd’), limited liability partnership (‘LLP’) or public limited company (‘Plc’), we will need to carry out electronic identity checks on the entity as well as two members/directors as appropriate. AML checks are £6.00 plus VAT each.

### 6.4 Fees

We charge a standard professional fee for acting on transfers of equity/remortgages which incorporates the basic work required. Our fees are based upon the value of your property and reflect the level of financial responsibility we undertake when progressing your Matter.

Our standard professional fees are as follows: -

Transfer of Equity	Re-mortgage
£450 plus VAT	£500 plus VAT

In addition to our standard professional fees, we may have to undertake additional work on your behalf in the course of progressing your Matter. These additional fees are as follows: -

Additional work	Additional Fees
Preparing a general power of attorney enabling a third party to	£150 plus VAT



execute documents on your behalf	
Supplementary fee where your property is leasehold (covering the additional work completed by us)	£150 plus VAT
Supplementary fee where your property is unregistered land (covering the additional work completed by us to establish your ownership to the satisfaction of the purchaser)	£150 plus VAT
Redemption of your existing mortgage	£50 plus VAT
Where completion is required in 14 days or less	£100 plus VAT
Requesting historical files from our Archive or deeds held in our Secure Deeds Store	£25.00 per file/Deed Record
Abortive fees where your matter does not progress to completion	£pro rata based upon the amount of work done prior to withdrawal
Bank Charge for arranging same day electronic payments	£30 plus VAT
Bank Charge for arranging overseas payment (i.e. non GBP) electronic payments	£60 plus VAT

We do not currently charge additional fees for:

- Preparing Deeds of Priority
- Preparing Deeds of grant or variation of rights
- Removal a registered caution
- Obtaining copies of planning or building regulations consents (where the documents are in the public domain)
- Preparing statutory declarations
- Requesting historical files from our Archive or deeds held in our Secure Deeds Store
- Dealing with third party lawyers in e.g. matrimonial disputes

During the course of your Matter, there will be third party costs (called 'disbursements') which we have to

pay and for which we are allowed to recover the cost. Possible disbursements incurred during the sale of your property include:-

Official copies of your property title documents (including title, plan, leases, deeds, agreements etc)	£3.00 per document
Cheques returned unpaid	£30
Indemnity insurance to cover defects on your title, unknown covenants, missing planning permissions or building control certifications etc	£premium to be advised upon obtaining quotations for the same
Freeholder fees charged by the Freeholder to register your new ownership details	£fee to be advised upon making contact with your freeholder

Should additional disbursements be likely, we will advise you of the cost before these are incurred.

In accordance with 7.3 of our Terms of Business, once you have instructed us to proceed, we will ask you to provide a payment of £300 on account before we provide any Services or act in connection with your Matter.

## 7. RESIDENTIAL LEASE EXTENSIONS

We would prefer to discuss this with you so that we can provide a quote on a more personal basis

We hope this has provided useful additional information applicable when conducting residential conveyancing Services for you. Should you require any additional information, please do not hesitate to contact our conveyancing team on [property@huggins-law.co.uk](mailto:property@huggins-law.co.uk) or 0208 989 3000