



## TERMS OF ENGAGEMENT

Vanessa Newman Property Lawyers Ltd  
27a New Street, St Neots, PE19 1AE  
CLC License number 3192

The Council for Licensed Conveyancers (“the CLC”) require us to give you our normal terms of business when we agree to act for you. They are intended to be fair and reasonable to both the client and conveyancer and clearly expressed.

These terms assist both conveyancers and their clients by making it clear from the outset what we can reasonably expect from each other.

They help to explain our duties and the basis upon which we provide our services to you. We hope you find them clear, understandable, and fair to both you and us.

They are not meant to limit the professional duty of conveyancers to safeguard your interests and to provide good advice at the right time.

In these Terms of Engagement, the words “we”, “our” and “us” mean Vanessa Newman Property Lawyers a firm with a Recognised Sole Practitioner, namely Mrs Vanessa Newman, who is also the Nominated Officer. The word “you” means the client(s) who have signed this document.

**This document has been made available to you online through our eCos app. If you require a printed version, please let us know.**

### 1. How to work well with us

To help the transaction go smoothly and to avoid causing additional work, you agree:

- to provide us with your correct full name and other personal details from the start of the transaction;
- to tell us your requirements in writing, and to tell us immediately if there are any significant changes to those requirements, however caused;
- to respond promptly in writing to any request by us for instructions from you on any point;
- to us communicating with you or third parties by whatever method that we may prefer, including e-mail or SMS;
- to authorise us to incur the costs and search fees (including repeat searches) that we consider necessary, in our professional judgement, to protect your interests, or those of your mortgage lender;

- to authorise disclosure of your information and instructions to your intended mortgage lender, if that lender also uses us to carry out legal work in connection with your mortgage;
- to provide us with proof of your identity and the source of your finance and any other proof required by The Money Laundering and Terrorist Financing (Amendment) Regulations 2019 (“the MLR”);
- that any money due to you will be paid as a single cheque or by CHAPS payment. Any alternative arrangement must comply with the MLR and should be requested in writing and signed by you (if more than one client, by all of you). This may involve additional work and hence cost;
- to the paper and electronic records of your transaction being destroyed after 15 years on a purchase transaction or 6 years on a sale, remortgage or other property transaction;
- to us dealing with your transaction as either a paper or electronic file. You agree that we can convert your closed, paper file to a permanent electronic archival record after completion.

We keep files on the understanding that we can destroy them once the minimum storage period has passed. If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However, we may charge you both for time spent producing stored papers that are requested as well as reading correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

If you ask for documents to be returned to you, we will copy all your documents held before releasing them. We ensure these processes and procedures are in line with the Transaction File Code and Guidance of the Council of Licensed Conveyancers.

Specific consideration is given on a case by case basis as to the appropriate date of destruction for the contents of files relating to any file which is not a usual conveyancing transaction.

We are not able to store title deeds, wills and other especially valuable documents in safe custody for you and if you require this you must make your own arrangements.

We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing the Services (including know-how and working materials as well as final documents).

- to reduce the 14 day cooling-off period under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, as amended, so that it ends when we begin to carry out work for you, and to waive the thirty day limit for provision of our services, as both are inappropriate;
- not to contact us to request progress reports more frequently than is reasonable or necessary;
- and generally to co-operate with us, and to recognise that failure to comply with these terms will cause additional work for us and may involve cost to you.

## 2. Non-conveyancing and non-legal advice

A conveyancer is a specialist property lawyer, qualified to advise on conveyancing law. You should consult appropriately qualified professionals for advice on other legal or non-legal matters, such as any possible litigation arising from the transaction, the physical condition of a property and its connected services, or its market value, or on investment and financial matters.

Before exchanging contracts to buy or lease premises, you should have a structural survey (of an appropriate type) by a qualified surveyor, and obtain any further information recommended by the survey report. It is not part of a conveyancer's work to consider or comment on any non-legal aspects of survey or valuation reports.

We are not qualified to advise you on the following:

- tax implications of transactions you instruct us to carry out, or the likelihood of them arising;
- planning implications of your proposed purchase, unless specifically requested to do so by you, otherwise than by reporting to you on any relevant information provided by the results of the "local search";
- any issues relating to the possible contamination of any land or any flood risk which may be relevant to your purchase. We must tell you that we are not qualified to advise on the results of any search made in that respect and would only be able to report to you the actual results of such a search.

## 3. Our fees and disbursements

We are registered for value added tax and all fees and taxable payments will have VAT added. It will be applied at the rate current at the tax point. The tax point will normally be the date of the conveyancer's invoice for professional fees, or the date of legal completion if this is earlier.

We have provided you with a written estimate of the fees, disbursements, any other costs and VAT that are expected to apply to each transaction in which we act for you.

Fee estimates usually refer to "disbursements". These are payments we expect to make on your behalf during a transaction. They may be significant expenses, such as stamp duty, land registry fees, local and other search fees.

Where the cost of a disbursement is easy to identify (for a local search, for example) then the actual cost will be charged to you at cost, with no mark up. If your purchase is a leasehold, fees are usually payable to register your ownership and any mortgage with the Freeholder and we will advise you as and when these are known.

In addition, there may be some unexpected costs, searches, insurances or other disbursements. We will tell you about these charges in writing if they arise.

Our fee invoice or financial statement will set out disbursements separately from the professional fees.

We will ask you to provide a non-refundable payment at the outset (to cover such expenses as ID/AML checks, local search fees etc) and possibly at any other time during a transaction, especially if it is or is likely to be unusually lengthy or complicated.

## 4. Changes to our fees

Sometimes we will have to change our fee estimate. This might be because:

- the value of a transaction or the nature of the work differs from what we expected; or
- the amount of time, work or skill required to carry out a transaction is significantly more than initially expected; or
- something complex arises; or
- the work needs to be done more quickly than normal.

We will tell you in writing about any need to revise the original fee estimate, when any such change is appropriate, or as soon as practical afterwards. If you disagree with the change in fees, you should notify us promptly with your reasons.

## 5. Aborted transactions - our fees

If, for any reason, a transaction does not continue to completion, we reserve the right to charge for all legal work which has been carried out which, according to the circumstances, may be up to 75% of the quoted fee. A minimum abortive fee of £250 + VAT applies.

We will also tell you in writing of the disbursements already paid on your behalf and require you to reimburse us for these if not already paid for.

## 6. Payment of our fees

Our fee invoice is payable when you receive it, and you agree that we may deduct it from any money we hold on completion of your transaction, such as the proceeds of sale.

If not paid after 30 days, we will be entitled to charge you interest, as described in paragraph 15 below.

## 7. Stamp Duty Land Tax (SDLT) or Land Tax Transaction (Wales)

Most buyers of freehold or leasehold property must submit a Stamp Duty Land Tax Return (or in Wales, a Land Transaction Tax Return) to HMRC/WRA, and pay SDLT/LTT on the consideration for the purchase within 14 days of the effective date of the transaction. We may agree to submit the tax return for you as your 'tax agent'.

We may make a separate charge for this and that will be shown on our fee estimate. This fee will not include our charges for dealing with any investigation or enquiry into the tax return by HMRC.

If there is such an investigation, or if your transaction is complex, we may also suggest you obtain independent tax advice.

## **8. Conveyancers undertakings**

If we are asked to give a professional undertaking to help your transaction proceed (other than an undertaking given in standard conveyancing protocols) we will be entitled to charge you a reasonable fee for providing this personal commitment.

This is because such an undertaking is a binding pledge that we will be personally liable to fulfil. It is usually a promise to another lawyer to take a particular action - often to pay money. We may need to ask you for money as security before giving an undertaking. We will tell you in writing beforehand of any such charge, and whether we will require any money from you.

## **9. Commissions**

We will tell you in writing if we expect to pay, or receive, a commission, or other benefit, due to your introduction to us as a client, or from introducing you to another person with whom you do business, and what that commission will be. In accepting these terms, you give consent for us to pay or keep such commission or benefit.

## **10. No special deposit accounts or interest**

The CLC's Accounts Rules requires interest to be payable on money received from you, or on your behalf unless you agree otherwise. In signing these terms of business you confirm your consent to or terms which are that we will not be required to open any special deposit account. We operate an Interest Policy that confirms when we are and aren't required to pay any interest to our clients; this policy is available on request.

## **11. Your mortgage conditions**

If you need a mortgage, you will have to sign your lender's mortgage deed and other documents. We will explain these to you, and your liabilities under them. However, it is your responsibility, before exchanging contracts, to comply with the terms and conditions in your mortgage lender's letter of offer. In particular, you should be aware of how much money may be deducted, withheld or due in penalties, or interest, on early repayment of your mortgage.

If you have difficulty in understanding the terms of your lender's mortgage offer, you should ask us to explain them. Otherwise, we will assume that you understand and accept all the terms and conditions of your lender's offer.

Unless you have formally accepted your mortgage offer, our request to your lender for your mortgage funds on completion acts as your formal acceptance of the offer of mortgage by your lender. It also brings to any end any "reflection period" (see paragraph 24 below). Your authority to us to exchange contracts will be treated as confirmation that you wish to proceed with the mortgage, and will bring the reflection period to an end.

## 12. Fees for dealing with the mortgage

When we deal with the grant or repayment of a mortgage, the lender will require us to carry out certain work for them as well as for you. They normally require you, the borrower, to pay our legal fees for this work. If this happens, we will give you a written estimate of the lender's legal fees that you will have to pay. Often this is set out in the lender's offer of mortgage to you. If your mortgage lender chooses a different conveyancing firm to deal with its legal work, it is normal for the lender to require you to pay that other firm's separate charges, as well as our fees. We will tell you what the charges will be as soon as we know what they are.

## 13. Money needed in plenty of time for completion

Conveyancing transactions can only be completed using money that has been 'cleared' by the conveyancer's bank. This means that the money is actually in our account, and is not in the process of 'clearing' between the paying bank and the receiving bank. Giving us a cheque the day before will not work.

You must ensure that any money we need from you to complete your transaction is paid to us (normally from a UK bank account in your name) by direct bank transfer or by cheque so that it can be 'cleared' by the date it is needed.

We must receive this money by a specified time, date and method of payment. If payment is made by cheque, this will normally mean it will not 'clear' until noon on the sixth working day (excluding, weekends and bank holidays) after we receive and bank your cheque. If clearance is delayed because you make the payment to us later than agreed, or by inappropriate means, we will not be liable for any further delay or loss that arises from this, for as long as your funds remain un-cleared.

Please note that we will not be liable for any money lost through default of our Bankers as a result of any banking failure. We currently hold our client account funds in a Premium Client Account with Barclays. The £85,000 Financial Services Compensation Scheme (FSCS) limit will apply to each individual client so if you hold other personal monies yourself in the same bank as our client account, the limit remains £85,000 in total; it may be advisable to check with your own bank as some banks now trade under different trading names. This limit increases to £170,000 for joint accounts.

The FSCS provides a £1 million protection limit for temporary high balances held with a bank, building society or credit union if it fails for a period of 6 months. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at [www.fscs.org.uk](http://www.fscs.org.uk). In the event of a bank failure you agree to us disclosing details to the FSCS.

## 14. Payment of our fees on completion

It is standard legal practice for the fees and disbursements due to a conveyancer to be paid and cleared before the date of completion. If we hold funds belonging to you, we will deduct payment of our bill after sending you a financial statement. You agree to this practice by accepting these terms.

If we do not hold your money, or not enough of it to pay their bill, then you must provide us with the required extra money as 'cleared funds' before the date of completion, in accordance with paragraph 13 above.

If you delay paying us any money we need from you, as shown on our financial statement to you, by 30 days or more, then we may charge you daily interest. This will be at the rate of 2% per month, or part month, compounded monthly, from the date of the financial statement until the date we receive the outstanding money from you as cleared funds.

As a contractual right, in addition to any right to retain money, Documents and property available to us under the general law (lien), we have the right to retain your money, Documents and property (whether held in relation to the Services for which payment has not been made or any other Services) until you have paid us in full.

## 15. 2 weeks between exchange and completion

If you are buying a property with a mortgage, we will normally tell you to allow at least five working days between exchange of contracts and legal completion, dependant on your lender.

This is a reasonable time to deal with all the precompletion searches and formalities (including obtaining cleared funds from your mortgage lender and, if necessary, from you), and to make sure that all parties are fully protected at completion. Your lender will require us to hold all necessary stamp duty land tax and land registry fees as cleared funds by the proposed completion date, or to delay completion until we have all the money needed.

## 16. Conflict of Interest

Conflicts of Interests are situations that firms of Conveyancers must ensure, as far as possible, do not arise. Existing and even future, potential clients need peace of mind and reassurance that no other matter taken on/ being dealt with by the firm will have any negative impact upon their matter in hand.

We operate a check system to ensure as far as possible, that any potential conflicts of interest are identified and resolved at the earliest opportunity. This primarily involves an extensive search of the Firm's existing client base along with previously concluded matters.

We are not able to act in any matter where a conflict of interest or a significant risk of a conflict of interest has been identified (except in very limited circumstances).

Conflicts of interest can take two forms:

- A conflict between the conveyancer and the client
- A conflict between 2 or more clients

Examples of a Conveyancer/client conflict are:

- A Conveyancer gains a financial or commercial benefit from the transaction
- When circumstances prevent the Conveyancer from acting in the client's best interests

Examples of a client/client conflict are:

- Acting for two different clients who are competing to purchase the same property.
- Acting for two clients on either side of a property transaction including a Transfer of Equity for nil consideration.

We will check for any or any potential conflict of interest situation before taking on any new matter. We will also assess whether there is any reason why we will not be able to act for you with independence and integrity and in your best interests as a client. If any problem or potential problem is identified during this initial assessment, we may not be able to take on your matter and act on your behalf. If this situation does arise, we will explain this to you in detail.

We will also monitor your transaction on an ongoing basis for any further potential conflict of interest. Should a problem or potential problem be identified then we will stop acting on your behalf immediately. If this should occur, then we will explain this to you in detail and we will not charge you for any work which has been carried out on your matter except for reimbursement for disbursements paid.

## 17. Our Regulator & practice management

We are regulated by the Council of Licensed Conveyancers (CLC) (Address - WeWork, 131 Finsbury Pavement, London EC2A 1NT. Further details at [www.clc-uk.org.uk](http://www.clc-uk.org.uk)). They periodically inspect us to ensure that we comply with their regulations.

If you object to this, you must write to us and ask us to exclude your file from the sample.

## 18. Breakdown of trust

If the relationship of trust and mutual respect that needs to exist between a lawyer and a client irretrievably breaks down, and we cannot reasonably obtain instructions, then we can ask you to appoint alternative legal representatives and act no further for you, provided that, in doing so your transaction is not seriously prejudiced.

If this should occur, then we will explain this to you in detail. We reserve the right to charge you for any work which has been carried out on your matter.

## 19. Client Confidentiality & the NCA

We are under a general professional and legal obligation to keep your affairs private and confidential. However, we are required, by current legislation, to make a report to the National Crime Agency ('NCA') where we know or suspect that a transaction involves Money Laundering or Terrorist Financing.

By instructing us to act on your behalf in accordance with these terms of engagement, you give us irrevocable authority to make a disclosure to NCA if we consider it appropriate.

You agree that this authority overrides any confidentiality or entitlement to legal professional privilege. We will be unable to tell you if we have made a report.

## 20. Client Confidentiality - other parties

We record all telephone calls and these may be used for training purposes. Any information disclosed by you to us cannot be disclosed to a third party without your permission and we have a legal obligation to protect your information as set out in the Data Protection Act 2018 and the Regulations.

We may be asked by the Estate Agent or other third party e.g. lenders, solicitors, brokers, our indemnity insurers, regulatory bodies, the police, etc., to share information with them.

We will treat any information which is confidential to you and which we obtain as a result of acting for you as strictly confidential, save:

- for the purpose of acting for you; or
- for disclosures to our auditors or other advisers or for the purposes of our professional indemnity insurance; or
- as otherwise required by law or other regulatory authority to which we are subject.

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 to help us manage our practice, statutory returns, legal and regulatory compliance. Our use of that information is subject to your instructions, the Data Protection Act 2018 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you.

We may also publish progress of your transaction on an online Case Tracking website. You are consenting to this arrangement and authorising us to pass on information on the progress of your transaction, which may be controlled by the Data Protection Act 2018, to a third party.

You also consent to your rights of confidentiality and legal professional privilege being waived, if information on your file of papers is requested by such third parties.

We will always act in your best interest and independently of any third party. If any conflict of interest arises, we will advise you immediately and may have to cease acting.

## 21. Complaints or difficulties

We take all complaints seriously and aim to contact you within 7 days of receipt of your complaint to provide you with confirmation as to how your complaint will be dealt with. We aim to resolve your complaint within 28 days. A copy of our complaints policy can be provided on request.

If you are not satisfied with the outcome of our Complaints Procedure, then you have the right to complain to the Legal Ombudsman.

Normally, your complaint can only be referred to the Legal Ombudsman if the complaint has not been resolved to your satisfaction within 8 weeks of your complaint being made to us. Ordinarily you must make any complaint to the Legal Ombudsman within 6 months of the date of our final written response to your complaint, and no later than a year from the problem happening, or a year from the date that you should reasonably have known that there was cause for complaint. For further information you can contact the Legal Ombudsman at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk), tel: 0300 555 0333, or by post to PO Box 6806, Wolverhampton, WV1 9WJ.

If you make a valid claim against us for a loss arising out of work for which we are legally responsible, and we are unable to meet the liability in full, you may be entitled to claim from the compensation fund administered by the Council for Licensed Conveyancers. Alternative complaints bodies exist such as ProMediate ([www.promediate.co.uk](http://www.promediate.co.uk)) tel: 0203 621 3908, should both you and our firm agree.

## 22. Financial services and title insurance

We are not authorised by the Financial Conduct Authority. However, we are included in the register maintained by the Financial Conduct Authority so that we can carry on Insurance Distribution Activities, which is broadly advising on, selling and administration of insurance contracts. This part of our business is regulated by the Council for Licensed Conveyancers, and arrangements for complaint or redress if something goes wrong are subject to the jurisdiction of the Legal Ombudsman ([www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)). The register can be accessed via the Financial Conduct Authority website at <https://register.fca.org.uk>.

If it is necessary during the course of your conveyancing transaction for any defective title insurance to be put in place, note that we only arrange such insurance through a limited group of suppliers, and we are not contractually obliged to conduct Insurance Distribution Activity in this way. We will not put in place any such insurance without contacting you, and explaining to you the costs, and the reasons for doing so.

We will not give advice on the basis of a fair analysis of the market, and on request we will provide you with the list of insurance agents or companies that we deal with, and who we choose from. We do not have any holding, direct or indirect, representing more than 10% of the voting rights or of the capital in an insurance undertaking.

No insurance undertaking or parent of any insurance undertaking has a holding, direct or indirect, of the capital in our firm.

## 23. The Consumer Contracts (Information, Cancellation And Additional Payments) Regulations 2013

The Consumer Contracts (Information, Cancellation and Additional Payments) Regulations 2013 provides you with a right to cancel your instructions to us within 14 days without giving any reason. The cancellation period will expire after 14 days from the date given on our covering letter.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. letter sent by post, fax or email).

You may use the model cancellation form (as set out below), but this is not obligatory:

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract for the provision of the following conveyancing of [insert address of sale and/or purchase property], received on [enter date of the covering letter].

Name of consumer (s)

Address of consumer(s)

Date

Signature of consumer(s) [only if this form is notified on paper].

[\*complete as appropriate]

## 24. Effects of cancellation

If you cancel this contract, we will repay to you all payments received from you apart you're your initial non-refundable payment and any disbursements (see section 3). We will make the repayment without undue delay, and not later than 14 days from the day on which you tell us that you have decided to cancel this contract. We will make the repayment to you using BACS transfer

or bank transfer, unless you have expressly agreed otherwise; in any event, we will not charge you for making the repayment. However, the nature of conveyancing work is such that we will need to start work, and therefore incur charges, on your behalf before the cancellation time period has expired.

In order for us to start that work, you must sign the declaration below to show that you expressly request us to start working on your case during the cancellation period, and that you agree that we will incur third party costs on your behalf, and that these costs will not be repaid to you if you subsequently cancel the contract.

## 25. Insurance

We are insured by insurers who have joined the CLC's Participating Insurers Agreement, such as the Society of Licensed Conveyancers Policy Scheme.

We are neither qualified nor insured to advise you on your financial arrangements, the structure of the property, the tax implications, or other aspects of the law that is not directly related to conveyancing.

You will need to instruct an appropriate specialist if you need advice you on these areas, such as a Financial Adviser, Surveyor, or Tax Adviser.

## 26. Anti-money Laundering

The anti-money laundering guidance which UK banks and other financial services firms must adhere to is issued by the Joint Money Laundering Steering Group ('JMLSG').

The JMLSG considers all clients with funds deposited in a law firm's pooled client account to be beneficial owners of that account. The JMLSG does not require banks to routinely identify the beneficial owners of law firm's pooled accounts, as they do with most other accounts they issue. Pooled client accounts are granted this exemption on the proviso that this information is available upon request.

In the event of our bank requesting information about the beneficial owners of our pooled client account, we have a legal obligation to disclose any information we have gathered as part of our client due diligence to them.

## **ALL CLIENT(S) MUST COMPLETE THE FORM BELOW.**

**I/We accept these terms of engagement.**

**I/We appoint you as our tax agent to submit our SDLT or LTT Land Transaction Return.**

**I/We request you to start work immediately, and agree that we will incur third party costs that will not be repaid to us if we subsequently cancel our contract with you.**