



TERMS OF ENGAGEMENT

Vanessa Newman Property Lawyers Ltd of 27a New Street, St Neots, PE19 1AE.

1. Introduction

- 1.1 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 firm is regulated by the Council of Licensed Conveyancers with License number 3192.
- 1.2 By their rules of professional practice, licensed conveyancers must inform their clients in writing of their normal terms of business when they agree to act for you. They are intended to be fair and reasonable to both the client and conveyancer and clearly expressed.
- 1.3 These terms assist both conveyancers and their clients by making it clear from the outset what each can expect in various circumstances. Please, therefore read these terms now. They help to explain the conveyancers’ duties and the basis upon which they provide their services. However, these terms are not meant to limit the professional duty of conveyancers to safeguard your interests and to provide good advice at the right time.
- 1.4 Every transaction can be split into 6 stages with indicative timescales as follows:
 - Instruction - 7 to 14 days from the acceptance of a quotation. On a Sale this includes obtaining title documents and completed forms from the client. On a Purchase this includes establishing the funding requirements.
 - Pre-exchange (submitting a contract) – Within 5 days of confirmation of instruction. On a sale this includes replying to additional enquiries. On a purchase this includes submitting searches, raising enquiries and receiving mortgage instructions. This is the longest part of any transaction and can take up to 8 weeks.
 - Prior to exchange of contracts – Within 7 days of pre-exchange work being complete. On both the sale and purchase we report to our clients with contract and transfer for signing.
 - Exchange of contracts – Upon receipt of signed contract and transfer and providing the remainder of any chain transactions is ready.
 - Completion – This usually takes place within 5 to 7 working days of exchange of contracts. This is the day that keys are handed over.

- Post completion – On a sale this includes redeeming a mortgage. On a purchase this includes registering the transaction at HMLR. This can take anything up to 6 months.
- 1.5 You will have been sent two copies of this document. Please complete the acknowledgement at the end of both documents and return one copy to your conveyancer.

2. Fees, disbursements and other costs

- 2.1 Your conveyancer is 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.
- 2.2 Your conveyancer will provide you with a written estimate of the fees, disbursements and any other costs, if applicable, including VAT, that are expected to apply to each transaction in which the conveyancer acts for you.
- 2.3 Fee estimates usually refer to disbursements. These are payments the conveyancer expects 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. A conveyancer can seldom foresee at the outset all the disbursements that will be needed, but will inform you in writing of any significant additional disbursements when they arise. Your conveyancer's fee invoice or statement will set out disbursements separately from the professional fees.
- 2.4 Where the cost of a disbursement is easy to identify (for a local search, for example) then the actual cost will be charged. If your purchase is a leasehold, fees are usually payable to register your ownership and any mortgage with the Freeholder and I will advise you as and when these are known.
- 2.5 Your conveyancer's fee, or basis of charge, may change from the fee first estimated in certain circumstances. It may vary if:
- the value of a transaction or the nature of the work differs from that upon which the estimate was based; or
 - the amount of time, work or skill required to carry out a transaction is significantly more than initially expected;
- 2.6 Your conveyancer will inform you about the changes when appropriate, or as soon as practical. If you disagree with the change in fees, you must notify your conveyancer promptly.
- 2.7 Your conveyancer will ask you to provide a payment on account of fees and disbursements, at the outset (to cover such expenses as local search fees), or at any other time during a transaction, especially if it is, or is likely to be, unusually lengthy or complicated.
- 2.8 If, for any reason, a transaction does not continue to completion, our conveyancer will tell you in writing of the disbursements paid out. Our conveyancer operates under a no

sale, no fee guarantee and there will be no charge for legal work which has been carried out, we will only expect you to pay for reimbursement for disbursements paid.

- 2.9 The conveyancer's fee invoice is intended for payment when you receive it. If not paid after a week, it may attract interest, as in term 4.4.

3. Mortgage Lenders

- 3.1 If you need a mortgage, you must sign a mortgage deed and possibly other lender's documents. Your conveyancer will explain these to you and your liabilities under them. However, it is your responsibility to comply with the terms and conditions in the 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. If you have difficulty understanding the terms of your mortgage offer, you should ask your conveyancer to explain them. Otherwise, it will be assumed you understand and accept the offer.

- 3.2 All mortgage lenders need specific legal work done for them, in either granting or repaying a mortgage. They normally require the borrower to pay the legal fees for such work. If your mortgage lender engages your conveyancer to act for it, as well as for you, your conveyancer will give you a written estimate of the lender's legal fees that you may have to pay on its behalf if it differs to that of the written estimate.

- 3.3 If your mortgage lender chooses a different firm to deal with its legal work, it is standard practice for the lender to require you to pay the firm's charges. These charges will be separate from those of your conveyancer and you will be informed of the charges as soon as they are known.

- 3.4 There may be instances when your conveyancer is not on a lender panel but is able to ask another specific firm to carry out the mortgage work on the lenders behalf. If this is to happen then there will be no additional cost to you.

4. Cleared funds and payment of bills

- 4.1 Conveyancing transactions can only be financed using funds cleared by the conveyancer's bank. You must ensure that any money you need to finance the transaction is paid to your conveyancer so that it can be cleared by the date it is needed. The conveyancer must receive this money by a specified time, date and method of payment. If clearance is delayed because you make the payment later than agreed, or by inappropriate means, your conveyancer will not be liable for any further delay or loss that arises from this, for as long as your funds remain un-cleared. No funds are to be paid direct into our account without our prior approval. Please note we cannot accept payments in cash.

- 4.2 Please note that Vanessa Newman Property Lawyers Ltd will not be liable for any money lost through default of their 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, so 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. However, from 3 July 2015, the FSCS will provide 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. In the event of a bank failure you agree to us disclosing details to the FSCS.

- 4.3 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 your conveyancer holds funds belonging to you, he or she will deduct payment of their bill after sending you a financial statement. You agree to this practice by accepting these terms. If the conveyancer does not hold your money, or not enough of it to pay their bill, then you should provide the required sum as cleared funds before the date of completion, in accordance with paragraph 4.1.
- 4.4 If you delay paying your conveyancer the sum shown on the statement as due from you by seven days or more, then daily interest may be charged. This will be at the rate of 2% per calendar month or part month (compounded monthly); from the date of the financial statement until the date your conveyancer receives the outstanding sum as cleared funds.
- 4.5 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.

5. Time needed for legal completion

- 5.1 If you are purchasing with a mortgage, your conveyancer will normally tell you to allow at five to seven working days between exchange of contracts and legal completion. This is the shortest time it takes without special arrangements to deal with all the pre-completion searches and formalities (which include obtaining cleared funds from the mortgage lender and, if necessary, from you) and to make sure that all parties are fully protected at completion. The lender may require the conveyancer to hold all necessary stamp duty and land registry fees as cleared funds by the proposed completion date, or to delay completion until they are held.

6. Conflict of Interest

- 6.1 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.
- 6.2 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.
- 6.3 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).

6.4 Conflicts of interest can take two forms:

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

6.5 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

6.6 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.

6.7 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.

6.8 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.

7. Breakdown of trust

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

8. Non-legal advice

8.1 A conveyancer is a specialist property lawyer, qualified to advise on conveyancing law. You should consult appropriately qualified professionals for advice on non-legal matters, such as 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.

8.2 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.

9. Financial Services

9.1 If during the matter upon which we are advising you, you need advice on investments, we may have to refer you to someone who is authorized by the Financial Conduct Authority, as we are not.

10. Insurance Mediation

10.1 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 complaints or redress if something goes wrong are subject to the jurisdiction of the Legal Ombudsman (www.legalombudsman.org.uk). The register can be accessed via the Financial Conduct Authority website at <https://register.fca.org.uk>

We are permitted to arrange all insurance activities incidental to Regulated Services provided by ourselves to any Client including but not limited to Abortive Costs Indemnity Insurance, Household and Estate Property Insurance, Term Policies for IHT, Missing Beneficiary insurance, Deposit Guarantee Insurance and Title Indemnity Policies relating in particular to Restrictive Covenants, Absence of Easements, Insolvency Acts, Registered Possessory Titles, Lost Title Deeds, Missing Particulars (Registered Titles), Good Leasehold, Absent Landlords, Missing Rent-charge Owners, Flat/Maisonette Indemnities, Flying Freeholds, Search Indemnities, Absence of Deeds of Postponement on Right to Buy Transactions, Defective Leases, Contingent Buildings Insurance, Forfeiture of Leases (Mortgagees only), Superior Leases, Lease Enlargements, Planning Permissions, Building Regulations and Endorsements, Chancel Liability and Contaminated Land.

The term “arrange” is wide ranging and includes “helping you to complete a proposal form.

We cannot arrange policies for clients as a standalone product.

11. Proof of Identity and Source of funds/Wealth

11.1 We must by law obtain satisfactory evidence of your identity and address. Please help us to do so by giving us the information and documentation we ask for. We are unable to

proceed with your transaction and will not be able to exchange contracts until this has been provided.

- 11.2 We must by law obtain satisfactory evidence of your source of wealth and proof of funds as required by MLR 2019 regulations. Please help us to do so by giving us the information and documentation we ask for. We are unable to proceed with your transaction and will not be able to exchange contracts until this has been provided.

12. Confidentiality & Data Protection

- 12.1 As lawyers, we are under a general professional and legal obligation to keep your affairs private. 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 shall be unable to tell you if we have made a report.

- 12.2 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.

- 12.3 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.

13. Cyber Crime

- 13.1 You may be aware that cyber-crime is on the increase and that like other business sectors, law firms and their clients are being targeted. We take our responsibilities to look after your information extremely seriously, which is why we employ security measures to try and avoid you and our firm from becoming victims. One way criminals try and steal money is to hack into legitimate e-mails passing between a law firm and their clients, they then try and convince the client that their law firm has changed its bank account details and get them to transfer money to this fraudulent account. We do not change our bank account details, so if you ever receive correspondence saying we have please contact us before transferring any money to the "new" account, as it is likely to be a fraud. We will also try and avoid changing the people who deal with your matter, so if anyone contacts you with a different name to that notified to you by us, please contact us before doing anything further.

14. Equality and Diversity

- 14.1 We will not discriminate in the way we provide our Services on the grounds of age, disability, gender re-assignment, marriage and civil partnerships, pregnancy and maternity, race (including colour, nationality [including citizenship] ethnic or national origins) religion or belief, sex, or sexual orientation.

15. Custody, Retention of Files

- 15.1 After completing the work, we will be entitled to keep all your papers and documents whilst there is still money owed to us for fees and expenses.
- 15.2 We will store our file of your papers as a paper copy for between a minimum of six (6) years and a maximum of fifteen (15) years dependent upon the nature of the transaction. We will also hold an electronic file within our Case Management System indefinitely
- 15.3 if you ask for documents to be returned to you, we will copy all your documents and 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.
- 15.4 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 ask 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.
- 15.5 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.
- 15.6 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.
- 15.7 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).

16. Your cancellation rights

- 16.1 If we have not met you either in person (because, for example, instructions and signing of the contract documentation is taking place by telephone/mail, e mail or on-line – i.e. by way of a “distance” contract) or we have taken instructions and a contract has been concluded away from our business premises (because, for example, we have met with you at home – i.e. by way of an “off-premises” contract) you have the right to cancel this contract within 14 calendar days of entering into the contract without giving any reason.
- 16.2 The cancellation period will expire after 14 calendar days from the day of the signing of the Terms of Engagement.

- 16.3 To exercise your right to cancel, you must inform us at our address above, or by telephone on 01480 261100 or email at vanessa@vanessanewmanpropertylawyers.co.uk of your decision to cancel this contract by a clear statement. To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 16.4 Should you require the work to be commenced within the 14-day cancellation period, you must provide your agreement to that in writing, by e mail, or post to enable us to do so. By signing and returning a copy of these terms of engagement, you are providing your agreement in writing to enable us to commence work within the 14-calendar day cancellation period. Where you have provided your consent for work to commence within the 14-day cancellation period and you later exercise your right to cancel, you will be liable for any disbursements incurred up to the point of cancellation. Unless you make an express request for us to commence work within the 14-day period (i.e. by signing and returning a copy of these terms of engagement) we will not be able to undertake any work during that period.

17. Complaints

- 17.1 We are committed to providing a high quality legal service to all our clients. However, we also accept that mistakes, misunderstandings, delays and other errors can occur. When something goes wrong, we need you to tell us about it. This will help us to improve our standards.
- 17.2 Complaints should be made to our Director, Vanessa Newman. Once we have received your complaint, we will write to you within 7 days to acknowledge receipt of your complaint and explain how your complaint will be investigated if a complete response to your complaint has not been made by that time. You will be told the latest date by which a complete answer will be given to your complaint (this should be not more than 28 days after we received your complaint). If you have made the complaint verbally - either at a meeting or on the telephone - we will set out in our full response our understanding of the nature of your complaint.
- 17.3 The assessment of the complaint will be based upon a sufficient and fair investigation. We will explain in writing our findings and where the complaint is upheld will offer remedial action or redress. Such solutions or remedies may include but are not limited to:
- An oral or written apology
 - A review of our policies and procedures
 - An appropriate and proportionate reduction in our fees
 - An appropriate and proportionate refund of our fees

This will be actioned promptly. At this point in time we will provide you with a survey for completing so that we can gauge your satisfaction with the process.

- 17.4 If you are dissatisfied with the way your complaint is handled, please let me know in writing and with your consent, arrangements will then be made for a member of the Society of Licensed Conveyancers or another Licensed Conveyancer who will conduct a separate review of your complaint for me. You will be told about the conclusion of this review within 28 days.

- 17.5 If we need to change any of the timescales above, we will let you know and explain why.
- 17.6 If after following the review process you remain dissatisfied with any aspect of our handling of your complaint, you may contact directly the Legal Ombudsman to ask them to consider the complaint further:

Tel no: 0300 555 0333

Email:enquiries@legalombudsman.org.uk

Website: <http://www.legalombudsman.org.uk/>

By post: Legal Ombudsman, PO Box 6167, Slough, SL1 0EH

- 17.7 Unless it agrees there are good reasons not to do so, the Legal Ombudsman will expect you to allow us to consider and respond to your complaint in accordance with the procedure set out above in the first instance. You can refer your complaint up to six months after you have received our final written response to your complaint. You can also use the Ombudsman service if we have not resolved your complaint within eight weeks of us receiving it. A complaint can be referred to the Legal Ombudsman up to one year from the date of the act or omission or up to one year after discovering a problem. The ombudsman deals with service-related complaints; any conduct-related complaints will be referred to the Council for Licensed Conveyancers.
- 17.8 Alternative complaints bodies (such as ProMediate: www.promediate.co.uk/) exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme.
- 17.9 We will record all complaints in our complaints file, using the data obtained to prevent recurrence of similar-themed complaints, identify any training needs and increase client satisfaction. This will also allow us to review complaints trends. Lessons can then be learned and complaints be opportunities to improve systems and services. We shall also periodically review the complaints-handling process to identify if there are any improvements needed.
- 17.10 To increase the accessibility of our complaints process please let us know if someone else is to make the complaint on behalf of a vulnerable client, if you require the complaints procedure in large print or if you require a translation of the procedure into another language. We shall try to tailor our procedure to the needs of clients wherever appropriate and possible.
- 17.11 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 our liability in full, you may be entitled to claim from the Compensation Fund administered by the Council for Licensed Conveyancers (from whom details can be obtained).

18. Your help

To help the transaction go smoothly and to avoid causing additional work for your conveyancer (and hence additional time) you agree:

- a) to provide your conveyancer with full and correct personal details from the start of the transaction;
- b) to inform your conveyancer in writing of your requirements and of any significant change in them;
- c) to respond promptly in writing to any request for instructions you may receive from your conveyancer;
- d) to your conveyancer communicating with you or third parties by whatever method (including e-mail) your conveyancer may prefer;
- e) to authorise your conveyancer to incur the costs and search fees (including repeat searches) which, in his or her professional judgement, are necessary to protect your interest or that of your mortgage lender;
- f) to authorise disclosure of your information and instructions to your intended mortgage lender if that lender also uses your conveyancer;
- g) to do whatever your conveyancer asks you, to allow your conveyancer to comply with the money laundering regulations;
- h) to your conveyancer both dealing with your transaction and storing a record of it in either paper or electronic format.

We the undersigned confirm that we have read and agreed to the Terms of Engagement and we are providing our agreement to enable you to commence work within the 14-calendar day cancellation period.

Name.....

Signature Date.....

Name.....

Signature Date.....