Wykeham & Co Property Lawyers Terms and Conditions of Business

The following terms and conditions of business are provided in accordance with the requirements of the Council of Licensed Conveyancers and should be read in conjunction with any accompanying letter.

Our aim is to provide a fast, friendly and efficient service and to offer our clients quality legal advice. As a start, we hope it is helpful to you to set out below the basis on which we will provide our professional services.

Our Hours of Business
The normal hours of opening at our offices are between 9.00 am and 5.00 pm Monday to Friday. Appointments outside of these hours can be arranged if necessary.

Your Responsibilities
You must:-
- give us instructions that allow us to do our work properly
- not ask us to work in an improper or unreasonable way
- not deliberately mislead us
- co-operate with us

Our Responsibilities
We must:-
- always act in your best interests
- always provide you with independent legal advice
- give you our best advice on whether to complete a transaction
- give you the best information possible about the likely cost
- provide you with a good standard of service

What We Will Not Do
We will not advise upon, assist, or carry out work in connection with any of the following:-

(i) Any form of UK or overseas taxation other than completing and submitting a Stamp Duty Land Tax form to the Inland Revenue on your behalf in property transactions.
(ii) Planning advice or investigations of adjacent properties.
(iii) Financial advice including advising on the suitability of any mortgage or equity release product to your needs
(iv) Surveys or valuations.
(v) Checks on the existence or financial standing of third parties e.g. regarding guarantees.
(vi) The dimensions of properties being sold and/or purchased.
(vii) The boundaries of properties to include any car parking spaces being sold and/or purchased or that the same corresponds with any plans and in this respect we would strongly recommend that you carry out your own site inspection as appropriate.
(vii) Purchase, remortgage or lease extension of a flat in a Relevant Building under the Building Safety Act and Building Safety Regulations 2022.

Nor will we:

(i) Give undertakings on your behalf without your authority.
(ii) Complete any transaction unless we are in funds to do so.
(iii) Disburse any sum unless we are in funds to do so.
(iv) Agree a completion date which is not realistic.
(v) Instruct outside third party agents such as Counsel, Agents, Surveyors or Engineers or other professionals unless instructed by you to do so.
(vi) Pay monies to anyone other than the person entitled to receive them.

Limit of Liability
We have professional indemnity insurance giving cover for claims against the firm. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, can be inspected at our office or made available on request. We will not be liable for any consequential, special or indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profit or opportunity.

Regulated Services
Wykeham & Co is authorised and regulated by the Council of Licenced Conveyancers, CAN Mezzanine 49-51 East Road, London NI6 AH ("the CLC"). This means we are governed by a code of conduct and other professional rules, which you can access on the CLC's website http://www.conveyancer.org.uk or by calling 0207 2508465 or emailing clc@clc-uk.org.

Fees
Where a fixed fee has been agreed, it may be necessary to increase this if the nature of the transaction changes. No estimate given by us is fixed or binding. We will, of course, inform you of any proposed changes to our fees and the basis of calculating any proposed increase so that you will be able to decide whether you wish us to continue to act on your behalf.

If, for any reason, the matter does not proceed to completion, we reserve the right to charge you for work done on a time basis and for expenses incurred. Property sales/purchases which fail to complete often involve as much work as those which reach completion. Any charge made for a transaction which does not proceed to completion will not exceed the amount of our original estimate even if the time spent would justify a higher fee.

On matters where no fixed fee has been agreed, our charges will be calculated by reference to the time spent by the conveyancer in respect of any work which is done on your behalf. This will include meetings with you and perhaps others, reading and working on papers, correspondence, including emails, preparation of any details, costs, calculations and time spent travelling away from the office when this is necessary. Such work will be charged to you at an hourly rate.

Nick Wykeham's rate is £250.00 per hour
Mark Kubicki's rate is £220 per hour
Sally Davies' rate is £190 per hour

Moira Newell's rate is £190 per hour
Donna Linden's rate is £190 per hour

Conveyancers have to pay out various expenses on behalf of clients including search and land registry fees. We have no obligation to make such payments unless you have provided us with funds for that purpose. VAT is payable on certain expenses. We may require a payment in advance from you in respect of any search fees payable on your transactions.

We do not pay referral fees or have any referral arrangements. Should that policy change, we would advise you immediately and in such circumstances let you know that if we are recommending someone to you to provide a service, you would have a choice of provider; and we would let you know the nature of the referral arrangement (including any payment to be made, when it is to be made and any impact it would have on the fees you will pay to us).

In most cases where you are obtaining a mortgage, our fees will include the cost of acting for the lender. However a few lenders have a restricted panel of conveyancers whom they will instruct; in such cases there may be additional costs in relation to the mortgage work if this has to be carried out by another firm. We will let you know immediately if we are unable to act for any particular lender and what additional costs may be involved.

Payments
Aware of the risk of fraudulent emails from third parties requesting payments to our client account, please note that the only account to which we will request payments of funds be sent is:-

Wykeham & Co
Bank of Scotland
Sort Code 12-24-82
Account Number 06832395.

Do not send funds due to us to any other account.

At the end of this form, we request details of an account in your name to which we should send any funds due to you. Please complete that section as even though you may not expect us to be paying funds to you at the conclusion of the transaction, we sometimes find that we are left with small amounts and having your account details facilitates early payment of such funds to you.

In all property transactions we will send you an invoice and statement prior to completion. Payment will be required:-

(i) On a purchase, five working days before the proposed completion date.
(ii) On a sale, our invoice will be payable on the day of completion and will be deducted from the proceeds of sale. In the event of their being a shortfall, this will be required five working days prior to completion.
(iii) On a related sale and purchase our fees will be deducted from the balance due to you. If there is a shortfall we will require this five working days prior to completion.

(iv) On a remortgage, our fees will be deducted from the balance due to you. If there is a shortfall we will require this five working days prior to completion.

In other cases, payment is due 21 days from the date we send you our bill. In cases where payment is not made within 21 days, interest may be charged on a daily basis at 4% over Bank of Scotland base rate from time to time from the date of the bill. In the unlikely event of any bill not being paid, this firm reserves the right to stop acting for you.

We do not accept payments in cash of more than £200. This includes the payments made direct or into our bank account. Monies due to you from us will be paid by cheque or electronic transfer but not in cash and will not be made payable to a third party.

In most cases, a payment on account of anticipated costs and disbursements will be required before any work is undertaken or during the course of the matter.`

Interest Payments
We do not propose to open any special deposit account or to account to you for any interest that accrues or ought to accrue from money received from you or on your behalf. In accepting these terms of engagement, you agree to this arrangement.

Storage of Papers and Documents
After completion of your transaction and subject to payment of any outstanding costs or charges, we will forward to you any documents of title not required by your mortgage lender.

We will keep our file of other papers for not less than 15 years or such other period as is required by our regulator. We keep the file on the understanding we have your authority to destroy it at our discretion after that time. If we retrieve papers or documents from storage in relation to any continuing or new instruction to act in connection with your affairs, we may make a charge for such retrieval. We may also make a charge, based on time spent, after a file has gone away for storage, in producing papers or documents to you or another at your request.

Termination
You may terminate your instructions to us in writing at any time but we will be entitled to keep your deeds, documents and papers while there is money owing to us for our charges and expenses. If, at any stage, you do not wish us to continue doing work and/or incurring fees and expenses on your behalf you must tell us clearly in writing.

If we decide to stop acting for you, for example if you do not pay an interim bill or comply with a request for payment on account, we will tell you the reason and give you notice in writing.

Identification
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. We may also need to check the identity of other parties involved in the transaction and will let you know if this is the case.

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 or professional privilege. We are unable to tell you if we have made a report. Where the law permits we will tell you about any potential money laundering problem and explain what action we may need to take.

Source of Funds
At the start of any matter we will ask you to tell us the source of any funds you will be using and we may ask you to identify how the funds have arisen, including the production of bank statements or other evidence . If the source is an unusual one, such as an account in another country, or in the name of someone other than yourself, please tell us as soon as possible and give us the reason. Please complete the attached Source of Funds Form regarding the source of funds for a purchase or other transaction where you are to pay money to our client account.

We will not normally accept sums paid in cash and have a firm's limit in any event of up to £200 in any 28 day period.

Data Protection
All information we hold concerning you as an individual will be held and processed by the firm strictly in accordance with the provisions of the Data Protection Act 1998. Such data will be used by the firm to provide you with legal services and for related purposes, such as to inform you about the firm's services. We will not, without your consent, supply your name and address to any third party except:-

(i) where such transfer is a necessary part of the legal services that we undertake or
(ii) we are required to do so by operation of law.

Complaints
If you have any complaint about the way in which your matter has been dealt with, this is the procedure which will be followed:-

1. A complaint is an oral or written expression of dissatisfaction which alleges that the complainant has suffered (or may suffer) financial loss, distress, inconvenience, or detriment.
2. We aim to resolve any complaint you have about the service we have given you as quickly as possible.
3. Once we have received your complaint, Nicholas Wykeham will write to you within 7 days to 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 receive 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.

4. If you are dissatisfied with the way your complaint is handled, please let Nicholas Wykeham know in writing and he will ask another Licensed Conveyancer or a Solicitor to conduct a separate review of your complaint for him. You will be told about the conclusion of this review within 28 days.

5. If after following the review process set out above, you remain dissatisfied with any aspect of our handling of your complaint, you may contact direct the Legal Ombudsman's office to ask them to consider the complaint further. The Legal Ombudsman's details are as follows:-

Telephone No:	0300 555 0333
Email:	enquiries@legalombudsman.org.uk
Website:	www.legalombudsman.org.uk
Address:	Legal Ombudsman, P O Box 6806, Wolverhampton WV1 9WJ

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 with eight weeks of us receiving it. A complaint can be referred to the Legal Ombudsman up to six years from the date of the act or omission or up to three years after discovering a problem. The Ombudsman deals with service-related complaints; any conduct-related complaints will be referred to the Council for Licensed Conveyancers.

If you have 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).

External Auditing

External firms or organisations may conduct audit or quality checks on our practice for example our regulator (the CLC), our accountants or assessment bodies for quality accreditations. These external firms or organisations are required to maintain confidentiality in relation to your files. Please contact Nicholas Wykeham here if you do not wish you file(s) to be disclosed to external auditors.

Confidentiality

The information and documentation you provide us is confidential and subject to legal professional privilege unless stated otherwise in this document and our letter confirming your instructions, such as in relation to the prevention of money laundering and terrorist financing or, where we have advised you otherwise during the course of your matter.

We cannot absolutely guarantee the security of information communicated by email or mobile phone. Unless we hear from you to the contrary, we will assume that you consent for us to use these methods of communication.

Agreement
Please let us know if you require any further explanation of the above terms.
Whilst your continued instructions will amount to acceptance of our terms and conditions, we would be grateful if you would sign and return one copy of this form conditions. We can then be confident that you understand the basis on which we will act for you.

I confirm I have read and understood these terms and conditions of business:-

Signed ………………………………… **Full name** :……………………………… (1)

Signed………………………………… **Full name**:……………………………… (2)

Date ……………………………………………..

Your email address(es) …………………………………

…………………………………

Your telephone no(s) Home: …………………. (1)

Mobile: ………………… (1)

Work: ………………….. (1)

Home: …………………. (2)

Mobile: ………………… (2)

Work: ………………….. (2)

Your bank account details for sending any surplus funds to following completion

A/c name:

Bank :

sort code:

a/c number:

For Sales

Current mortgage with: ……………………………………….

Mortgage Account No: ……………………………………….

For Purchases

National Insurance Nos: (1) ………………… (2) ……………………..

Dates of Birth: (1) ………………… (2) ……………………..

(both required for stamp duty land tax return)

Proposed mortgage company …………………………………

Stamp Duty

If you have not been present in the UK for at least 183 days (6 months) during the 12 months before your purchase, you are considered 'not a UK resident' for the purposes of Stamp Duty Land Tax (SDLT) and will be required to pay a 2% surcharge on the total value of the property.

Please confirm you have resided in the UK for at least 183 days prior to the likely date for completion of your purchase.

Confirmed Yes/No

Stamp duty surcharge may be payable on the purchase of second homes.

Please, therefore, complete the following declaration:

I/we confirm that I/we do not own another residential property either in the UK or elsewhere in the world.

Confirmed Yes/No

Please confirm if you or any party to this transaction have ever owned a property anywhere in the world or if you are a First Time Buyer.

First Time Buyer Yes/No

Signed …………………………………………

Full name :……………………………………. (1)

Signed………………………………………….

Full name:…………………………………….. (2)