



ANDREW LEE & CO

PROPERTY LAWYERS

Hours:
Mon-Fri 9-00am to 5-00pm

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Licensed Conveyancers-Commissioners for Oaths

ANDREW LEE & Co TERMS OF ENGAGEMENT

Regulated by the Council for Licensed Conveyancers to provide conveyancing services Licence Number 11114

(November 2024 - Under The Licensed Conveyancers Rules of Conduct, Practice and Discipline)

The following terms explain our duty and the basis upon which we provide our services. However, these terms are not meant to limit the professional duty of this practice to safeguard your interest and to provide good advice at the right time. **You will have been sent two prints of this document. Please complete the acknowledgement at the foot of this form and return one print to this practice.**

Fees, disbursements and other costs

- 1 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 our invoice for professional fees, or the date of legal completion if this is earlier.)
- 2 We provide you with a written quote of the fees, disbursements and any other costs, and, if applicable, VAT, that are expected to apply to each transaction in which we act for you. **Our FIXED FEE guarantee covers all conventional work associated with the conveyance of the property.** If you instruct us to prepare or approve other legal documents or require other legal services we will inform you and agree with you the additional cost of doing so. These additional costs whilst charged separately, will also have the benefit of a **fixed fee guarantee**. Fee quotes 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: or smaller costs such as bank charges. We 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. Our fee invoice or statement will set out disbursements separately from the professional fees.
- 3 Our fees, or basis of charge, may vary from the fees first quoted in certain circumstances. In particular, it may vary if the value of a transaction or the nature of the work differs from that upon which the quote was based. We will tell you in writing about the changes when appropriate, or as soon as practical. If you disagree with the change in fees, you should write promptly to us with your reasons.
- 4 We ask you to provide a payment on account of fees and disbursements, either at the outset (to cover such expenses as local search fees), or at any time during a transaction, especially if it is, or is likely to be, unusually lengthy or complicated.
- 5 Our fee invoice is intended for payment when you receive it. If not paid after a week, it may attract interest, as in term 12.
- 6 If asked to give a professional undertaking to help your transaction proceed (other than an undertaking given as standard practice) we may make a reasonable charge for providing this personal commitment. Such an undertaking is a binding pledge which we are personally liable to fulfil. It is usually a promise to another lawyer to take a particular action – often to pay money. We may require appropriate security from you before giving such an undertaking and will tell you in writing beforehand of any such charge and of any security required.
- 7 We are not required to open any special deposit account, or to account to you for any interest that accrues, or ought to accrue, on money received for you or on your behalf. In accepting these terms, you agree in writing to this arrangement.

8 Proof of Identity

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.

9 Confidentiality and Data Protection

As lawyers, we are under a general professional and legal obligation to keep your affairs private as well as under data protection legislation. If you require sight of our Privacy Policy in this regard, please request the same and we shall supply the same. 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.

10 **Mortgage lenders**

If you need a mortgage, you will have to sign a mortgage deed and possibly other lender's documents. We 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 any difficulty understanding the terms of your mortgage offer, you should ask us to explain them. Otherwise, it will be assumed you understand and accept the offer. 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 us to act for it, as well as for you, we will not charge you any further fee. 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 this practice and you will be informed of the charges as soon as they are known.

Cleared funds and payment of bills

11 Conveyancing transactions can only be financed using funds cleared by our bank. You must ensure that any money you need to finance the transaction is paid to us 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 personal cheque, this will normally mean by noon on the sixth working day (that is, excluding Saturdays, Sundays, Bank Holidays and statutory holidays) before the cleared funds are required. If clearance is delayed because you make the payment 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.

12 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 our bill, then you should provide the required sum as cleared funds before the date of completion, in accordance with paragraph 11. If you delay paying us 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 we receive the outstanding sum as cleared funds.

Time needed for legal completion

13 If you are purchasing with a mortgage, we will normally tell you to allow at least ten working days between exchange of contracts and Legal completion. This is the safest 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 us 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 by us. If you are a cash buyer then a shorter period of time can be arranged.

Breach of Contract

14 If you breach the terms of your property Contract(s) through no fault of this practice or either your Buyer or Seller breaches the Contract, you may require this practice to carry out additional work on your behalf. A breach of Contract could include, but is not limited to, a delay in money being transferred or a property being left in an uninhabitable condition. Any additional work will be charged for over and above the quoted amount (given at the outset of the transaction) and will be payable by you whether or not this can be recovered from a third party. We will inform you of the likely charges before carrying out the additional work and will let you know the actual charges as soon as they are known. In accepting these terms you agree in writing to pay these charges. No additional charges will be incurred by you if the transaction completes in a normal way.

Breakdown of trust

15 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 the client to appoint alternative legal representatives and act no further for the client. Provided that in doing so the clients' transaction is not seriously prejudiced.

Other legal and Non-legal advice

16 We are specialist property lawyers, qualified to advise on property law only. You should therefore consult appropriately qualified lawyers and other appropriate professionals including but not limited to; surveyors, planning consultants, accountants, tax advisors, financial and insurance advisers, for advice on other legal and non-legal matters, such as tax, matrimonial advice, future development planning matters, investment, financial advice, the physical condition of the property, its market value and its connected services. Before exchanging contracts to buy, sell or lease a property, you should have taken the above relevant advice, have had a survey (of an appropriate type) by a qualified surveyor, obtained any further information recommended by the survey report and be aware of any tax authority notifications you may need to give on completion of

this transaction or upon a subsequent transaction. It is not part of a conveyancers' work to consider or comment on any other legal or non-legal aspects of the transaction, tax implications or obligations, survey or valuation reports.

17. Building Safety Act 2022 (BSA) – Leasehold Property in a “Relevant Building” with a “Qualifying Lease”

Please note we can not access or verify whether the Landlord could be excused from their obligations under the BSA, or access or verify whether the Lease is a Qualifying Lease or confirm the accuracy of the Leaseholders' or Landlords' Deed of Certificates, as we can not validate the information required to establish these matters. You could therefore have to contribute towards any costs incurred in remedying any defects as defined in the BSA and vacate the property during works being carried out incurring further expense while also still paying a mortgage secured on the Property. Future Fire Risk Assessments or future secondary legislation could bring in additional requirements that need funding that we have no knowledge of now. By signing these terms and or instructing us, you are deemed to fully understand and accept this limitation.

What to do if you are dissatisfied with our service:

1. Tell us if you feel you are not receiving the service you hoped for. We want to know if you are dissatisfied. We can try to put it right, and will look into it promptly and thoroughly within 28 days.
2. Mention it first to the person looking after your matter. Our contact details are: telephone number 01622 750101; email address info@alee.com and postal address 37, High Street Maidstone Kent ME14 1JH. You can also attend our office in person; 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. 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. This will be actioned promptly.
3. If you are still unhappy after that, you can complain to ANDREW LEE who will investigate it and contact you to talk about the problem and you can explain what action you want us to take. Afterwards he will write to you within 7 days confirming your complaint, the discussion, and explain how your complaint will be investigated if a complete response to your complaint has not been made by that time. We are committed to responding fully within 28 days of receipt of your initial complaint. This will be at no extra cost to you, and if you are still not satisfied you can get help from the Legal Ombudsman which is competent to deal with complaints about legal services.
4. Alternative complaints bodies (such as, ProMediate <https://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.. This Firm only uses the Legal Ombudsman.
5. 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, before they will consider it.

The Ombudsman's contact details are as follows:

Telephone: 0300 555 0333

Email: enquiries@legalombudsman.org.uk

Website: [http:// www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

Address: Legal Ombudsman, PO Box 6167 Slough SL1 0EH

You can refer your complaint up to 6 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 8 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.

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).

6. For the avoidance of doubt, item 4 of the Code (CoC P6e), requires that all stages of the complaints procedure are free; should the Legal Ombudsman not uphold a complaint escalated to it, we cannot charge you for any costs it incurs in investigating that complaint and its handling of it.

TO BE COMPLETED BY THE CLIENT

Please complete the details below and return it to us. Another print of these terms is enclosed for you to keep for your reference.

I/We accept the above terms of engagement. I/We have received two prints of this form and have retained one.

FULL NAME(S) of CLIENT(S)

SIGNATURE of CLIENT(S)

DATE

(in CAPITALS please)

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May 2023 AL/KL