

MANCHESTERS SOLICITORS CLIENT CARE INFORMATION

Under the Solicitors Code of Conduct, all solicitors are required to give certain client care information at the outset of the matter.

We will treat the instructions of one of you as the instructions of both of you unless you instruct me otherwise and in writing please.

The name of the solicitor who will be dealing with the matter is mentioned at the top of this letter. If you telephone, please ask for the person dealing with the matter, but if that person is not available, please do not hesitate to ask for one of the other persons named at the head of this letter.

Under Solicitors Conduct Rules there are certain additional pieces of information we must provide you with. They are shown on the attached "Client Care Information" which will form part of these terms of engagement.

We will treat your instructions as your authority to complete the stamp duty return on your behalf but will rely upon you to provide me with accurate information in order to be able to complete that for you.

The estimate is valid for 2 months from today.

Please ensure you mark any letters you write to agents or other parties "Subject to Contract".

This firm banks with Barclays, where any client money is held. Please note that in the event of the collapse of a bank, the £85,000 FSA (Financial Services Authority) Compensation Scheme indemnity limit applies to each individual client. Therefore if you are holding other money in the same bank the limit will remain £85,000 in total (i.e. your money will be aggregated with the client money we hold on your behalf) for private individuals. Other clients should please seek our further advice and as we will need further information. Remember that some deposit taking institutions have several brands but the £85,000 limit applies per institution (not to each brand). This firm will not be liable for any losses resulting from a banking failure. We recommend that you check the position with your bank or with the FSA, for further information.

I. Amount of Costs

Please note that this firm's fee will be shown as on the covering letter or on the attached sheet, unless your instructions or circumstances vary substantially. The estimate is intended to cover only the general areas shown in the attached Summary of Work.

2. Time Estimate

The average time for a conveyancing transaction from instructions to completion is about two months, or one month for a re-mortgage, but the actual time for an individual matter can vary greatly from this, depending on the particular circumstances and is largely the result of the readiness and willingness of all parties to proceed. As far as the legal work is concerned, this is dealt with by return wherever possible.

Many clients experience serious problems and inconvenience by agreeing too short a period between exchange of contracts and completion. You should please note that failure to complete on time usually entails an interest penalty and substantial damages. Where you are purchasing with a mortgage, we would not under any circumstances, agree to a period of less than 8 working days between exchange of contracts and completion. This is because there are extra tasks to be completed prior to completion in relation to the mortgage and if a lesser time is agreed to, we cannot guarantee that the mortgage advance will be received in time for completion. Even where there is no mortgage involved, we still do not recommend a period of less than 8 working days. In any event, lenders frequently stipulate a minimum period between receipt of a request and actual dispatch of the money. It is not sensible, from the point of view of costs and the organisation of completion, to request the money from the lender prior to exchange of contracts. Thus it is our policy that we do not request any mortgage advance until contracts have been exchanged and the completion date has been fixed.

3. Client Identity Checks.

We would typically need to check your ID in the following ways for each person and then conduct an electronic ID search to which I will assume you are agreeable if you confirm you wish to instruct me on this basis.

A further disbursement is £9.24 inc VAT for each person we must ID electronically which is like a search cost.

We charge a fee for checking ID to current AML standards of £30.00 inc £5.00 VAT.

ID needs to be shown to one of our solicitors in person. If you are not selling your only or main home then we need proof of address to link you to the property to be sold such as an original annual mortgage statement, council tax bill or original letter from your letting agent confirming that the property has been let.

£50 plus VAT for source of funds checks assuming that the checks take no more than 30 minutes of solicitor's time. We shall require your completed form attached here as to source of funds and wealth. [source of funds and wealth](#)

Your personal data will be processed only for the purpose of preventing money laundering or terrorist financing in accordance with the Data Protection Act 1998 and the Money Laundering Regulations 2017, and the Criminal Finance Act 2017 for source of funds checks too which we must now carry out in all case prior to exchange of contracts and ideally at the start of every matter:

Unless I personally know the signatory of a document, I must ask the signatory to provide evidence of identity, which I must carefully check. I must check the signatory's identity against two of the documents from list A and two of the documents in list B:

List A

- a valid full passport; or
- a valid H M Forces identity card with the signatory's photograph; or
- a valid UK Photo-card driving licence; or
- any other document listed in the additional list A in **part 2**.

List B

- a cheque guarantee card, credit card (bearing the Mastercard or Visa logo) American Express or Diners Club card, debit or multi-function card (bearing the Switch or Delta logo) issued in the United Kingdom with an original account statement less than three months old; or
- a firearm and shot gun certificate; or
- a receipted utility bill less than three months old; or
- a council tax bill less than three months old; or
- a council rent book showing the rent paid for the last three months; or
- a mortgage statement from another lender for the mortgage accounting year just ended.

4. AML Source of funds and wealth form

We shall require your completed form attached here as to source of funds and wealth. [source of funds and wealth](#)

5. Payment of costs

Unless you have taken advantage of our property selling service or unless stated otherwise on the attached charges sheet, where different terms apply, costs are payable if a transaction fails to proceed. Costs and disbursements are payable shortly before completion. You should check you have sufficient funds to make up any additional money you require, including charges, beyond your mortgage advance and any sale proceeds. We will not do this check for you. Please note that in view of the money laundering regulations it is our policy not to accept cash for sums due. There are circumstances in which we may be entitled to retain your papers for unpaid costs ("a lien").

In exceptional cases we may submit a bill for interim costs, usually only where the matter is unusually protracted. If you are in breach of your conveyancing contract after exchange of contracts by failing to complete you may have to pay the other party's costs. We will not make arrangements for those costs to be paid by anyone else than you.

You are entitled to query any final bill and there is also a right to object to the bill by making a complaint to the Legal Complaints Service detailed in paragraph 13 below and/or by applying to the court for an assessment of the bill under Part III of the Solicitors' Act 1974.

6. Fabric of Property

If you are purchasing, we do not undertake to check the validity, extent or enforceability of guarantees relating to the fabric of the property or to ensure that the benefit of them is transferred to you, except in the case of NHBC cover. You are advised to have a full survey by a chartered surveyor prior to exchange of contracts.

7. Objectives

The objective is to conclude the transactions referred to in the heading to the covering letter.

8. The Next Step

To obtain the information for the preparation of the draft contract to send to the Buyer's solicitor or in the case of a purchase to gather in the draft contract bundle and advise you whether the title is good and marketable.

9. Level of Service

You will be written to whenever our work reveals a point on which we require your instructions or if there is some special aspect or difficulty. You will be written to with the contract to sign when the draft has been approved (with any proposed amendments) by all parties. In the case of a purchase, you will be provided with a full report of our investigations. You will be written to when contracts are exchanged and notified of the agreed completion date and after that you will be provided with a full cash account showing the cash position for completion. You will be notified finally of completion and when Land Registration has been concluded. We will respond promptly to your requests for information within the limitations set out in 11 below as to numbers of attendances and letters.

10. Our Responsibilities

These are contained on the attached "Summary of Work Covered by the Estimate". You will be notified promptly of any matter which gives rise to concern following that work and your instructions sought.

11. Your Responsibilities

It will not be possible to provide the level of service you would expect unless you deal fully, frankly and honestly with us at all times and instruct us promptly whenever requested to do so on any specific point. Normally we would expect written instructions, confirming you understand the issues.

12. The Person Dealing with the Matter

This is set out in the covering letter. Some of the more clerical aspects will be delegated to suitable staff but the person dealing remains responsible on a day to day basis and is your first point of contact. If that person is not available please leave your contact details with reception with a request to notify the person dealing. If this is not appropriate, please speak to anyone named in the letterhead.

13. Variations to Estimate

You will be notified in advance if it becomes necessary to vary the estimate, this variation will reflect any special skill required or difficulty involved, the importance to you, the amount or value of any property involved, any need to expedite, work done, solicitors time at the rate of £200.00 per hour plus £40.00 VAT and clerk's time at the rate of £100.00 per hour plus £20 VAT. You will also be notified in advance of any changes in the payments due to others.

If anything arises outside the limits of the "Summary of Work", we will notify you in advance if, as a result, it becomes necessary to vary the estimate. You will note the likely payments to others. If these vary we shall also let you know.

The estimate does not include dealing with any collateral security. These days, solicitors are rarely involved in such cases but you will be told if this happens.

Kindly note that the estimate does not include costs for specially expediting the matter, however, all matters are dealt with promptly and by immediate return of post and telephone calls, wherever possible.

14. Payment of Interest held on Client Account Deposits.

The amount of funds that we are, holding for you will only be protected by the governments guaranteed deposit protection scheme up to a limit of £85,000 at any one time. This is the scheme that currently applies should a Bank find that it cannot honour all its deposits. This firm banks with Barclays pie. It may be inevitable that Manchesters will be holding more than £85,000 at some point, which may include a mortgage advance, or the proceeds of sale or closure of any asset, to give just a few examples, for at least a few hours or possibly a few days, weeks or even longer. If you sign and return our letter of engagement or email acceptance of it we will take that as your acceptance of this risk. Having regard to Solicitors Accounts Rules, each quarter we will calculate gross interest due on client monies, the rate of interest being limited to that available from our bank.

Our fee for calculating the gross interest is £125.00 plus VAT. If the interest earned is greater than this, we will pay the excess to you.

15. Complaints

If at any time you feel your needs are not being met, please do not hesitate to contact the person dealing or a person named in the letterhead since it is important that your concerns are dealt with promptly and efficiently. In accordance with the Code of Conduct, we have a complaints procedure, details of which are available upon request.

If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman at PO Box 6806, Wolverhampton WV1 9WJ to consider the complaint. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint.

Where we agree with a Client to use ADR we use an ADR specialist such as Promediate.

For purely estate agency related business as opposed to anything that may have a legal bearing our regulator will be The Property Redress Scheme, and our membership number is PRS004386 (theprs.co.uk). This regulator will be appropriate for instance in matters to be brought up by non Clients of ours. Otherwise our regulator is the SRA, www.sra.org.uk and our membership number is 58391.

16. Acting for Others

Mortgage Lenders

We will not act for any other party to your transaction unless you are instructing us jointly with others or you are obtaining a loan from a bank or a building society. In the latter case we will act also for the lender if possible. In doing so we have to observe the requirements of "The Lenders Handbook" issued by UK Finance. If anything which affects the security comes to our notice we will (subject to general legal requirements), therefore disclose it to them, whether or not it is adverse to your interest and whether or not it concerns your personal details. It is a fraud to misrepresent the purchase price and we have a duty to inform the lender of the true price being paid for the property.

Joint Clients

Where you are instructing us jointly with another or others, we will treat the instructions of any one of you as the instructions of you all, and each of you instructs the others as his agent for that purpose. If those instructions differ, then no further progress can be made in the matter unless the difference is resolved. We are obliged to disclose all relevant information coming into our possession to all clients, even though it may be adverse to the individual interests of individual clients or concern personal matters. You understand that we act for all of you jointly and not individually. If you require a separate or individual advice on any aspect you should instruct another solicitor for that purpose to look after your individual interest.

17. Means of Contact

We anticipate you will wish to contact us only by post, fax, delivery, email or telephone. Where contact by E-mail has been agreed, please note that our in-boxes are checked within 24 hours between Monday and Friday. We rely on you to keep us updated of your contact details, whether phone, email or correspondence address at all times so we may contact you now or in the future for the purposes of our business as set out in these terms and in accordance with our privacy policy as stated herein.

18. Storage of papers and documents and contact details

After completing the work we will be entitled to keep your papers and documents while there is any money owing to us for our properly incurred charges and expenses. We will keep our file of papers (except for any of your papers which you ask to be returned to you) for the period that we consider appropriate and on the understanding that we may destroy it after the period. This period will be for 6 years in the case of conveyancing matters. This will not apply to documents we have agreed to hold for you in our safe, subject to receiving any agreed fee for that storage service.

We do not normally make a charge for retrieval of documents from storage, however, we reserve the right to make a reasonable charge for delivering documents to you at your request, subject to satisfactory ID checks, and this also applies to perusing and identifying or copying papers where necessary or requested.

19. Feedback

At the end of the matter we will invite you to complete a client appraisal of your experience of using us which you may do so anonymously if you prefer using www.solicitor.info to help the Law Society CQS team as part of its continuing monitoring process of its members.

20. Fourteen day right to cancel after accepting these terms

If you accept these instructions by email or a phone call please bear in mind that you have 14 days from doing so in which to cancel those instructions using the attached form but Manchester's cannot proceed without your written instructions please either by letter or email and we do not regard a phone call as sufficient for our own purposes.

Where one of our staff personally attends on you away from our offices and invites you to sign these terms of engagement or you telephone to accept them or email your acceptance of them then please note that the following Notice then applies to you:

NOTICE OF YOUR RIGHT TO CANCEL THE CONTRACT

We are Manchester's Solicitors practising as Manchester's Solicitors and as Manchester's Estate Agents at 19-21 Limpsfield Road Sanderstead South Croydon CR2 9LA

- The contract or offer is identified by its date and the address of the property to which it relates.
- You have a right to cancel the contract if you wish and this right can be exercised by delivering, or sending (including by electronic mail) a cancellation notice to the person mentioned in the next paragraph at any time within the period of 14 days starting with the day of acceptance of this contract.
- The name and address of the person to whom a cancellation notice may be given is: James Manchester of Manchester's Estate Agents, 21 Limpsfield Road, South Croydon, CR2 9LA and his email address is: law@manchesterdurman.com
- Notice of cancellation is deemed to be served as soon as it is posted or sent (or in the case of an electronic communication from the day it is sent) to us.
- You can use the cancellation form provided if you wish.

CANCELLATION NOTICE

If you wish to cancel the contract you must do so in writing and deliver personally or send (which may be by electronic mail) this to the person named below. You may use this form if you want to but you do not have to.

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT.)

To: James Manchester, Manchester's, 21 Limpsfield Road, South Croydon CR2 9LA

I/We (delete as appropriate) hereby give notice that I/We (delete as appropriate) wish to cancel my/our (delete as appropriate) contract:

date of contract:

address of property:

Signed:

Name and Address:

Date:

21. EU General Data Protection Regulations (GDPR)

GDPR Privacy Policy Please visit this web link [Privacy Policy](https://www.iubenda.com/privacy-policy/892560/full-legal)
<https://www.iubenda.com/privacy-policy/892560/full-legal> By signing and agreeing these terms you will be taken to have agreed to this and we will assume that you are happy to be contacted by text, email phone and by post for the purposes as stated in these terms unless you indicate otherwise in writing.

22. ID requirements and anti-money laundering regulations compliance

We would typically need to check your ID in the following ways for each person and then conduct an electronic ID search to which we will assume you are agreeable if you confirm you wish to instruct me on this basis. Your personal data will be processed only for the purpose of preventing money laundering or terrorist financing in accordance with the Data Protection Act 1998 and the Money Laundering Regulations 2017, and the Criminal Finances Act 2017:

Unless you personally know the signatory of a document, you must ask the signatory to provide evidence of identity, which you must carefully check. You should check the signatory's identity against one of the documents from list A or two of the documents in list B: **List A**

- a valid full passport; or
- a valid HM Forces identity card with the signatory's photograph; or
- a valid UK Photo-card driving licence; or
- any other document listed in the additional list A in **part 2 of UK Finance Lender's Handbook (viewable online)**.

List B

- a cheque guarantee card, credit card (bearing the Mastercard or Visa logo) American Express or Diners Club card, debit or multi-function card (bearing the Switch or Delta logo) issued in the United Kingdom with an original account statement less than three months old; or
- a firearm and shot gun certificate; or
- a receipted utility bill less than three months old; or
- a council tax bill less than three months old; or
- a council rent book showing the rent paid for the last three months; or
- a mortgage statement from another lender for the mortgage accounting year just ended; or
- any other document listed in the additional list B in **part 2 of UK Finance Lender's Handbook (viewable online)**.

We will also need to know the source of your funds in the case of a purchase for instance a bank statement evidencing the accumulation of savings or evidence of a gift and the source of that or evidence of the proceeds of sale of an asset such as real estate.

23. The Consumer Protection from Unfair Trading Regulations 2008 (as amended).

If you are selling in a business capacity these regulations have introduced a separate duty of care on the part of a seller placing greater emphasis on the importance of not misleading a buyer by providing incorrect or ambiguous

information or by omitting to provide material information. As your Estate Agent, we are under a duty under these regulations whether or not our Client sells in a business capacity to consider the buyer's rights under these regulations to the extent that if material information comes into our hands such as an adverse survey or adverse title information we may have to consider in that situation when the exact contents is unknown by me or my firm. A buyer may have additional rights of redress under these regulations for non-disclosure including the right to cancel the transaction and seek damages.

Where one of our staff personally attends on you away from our offices and invites you to sign these terms of engagement or you telephone to accept them or email your acceptance of them then please note that the following Notice then applies to you:

NOTICE OF YOUR RIGHT TO CANCEL THE CONTRACT

7. We are Manchesters Solicitors practising as Manchesters Solicitors and as Manchesters Estate Agents at 19-21 Limpsfield Road Sanderstead South Croydon CR2 9LA
8. The contract or offer is identified by its date and the address of the property to which it relates.
9. You have a right to cancel the contract if you wish and this right can be exercised by delivering, or sending (including by electronic mail) a cancellation notice to the person mentioned in the next paragraph at any time within the period of 14 days starting with the day of acceptance of this contract.
10. The name and address of the of the person to whom a cancellation notice may be given is: James Manchester of Manchesters Estate Agents, 21 Limpsfield Road, South Croydon, CR2 9LA and his email address is: law@manchesterdurman.com
11. Notice of cancellation is deemed to be served as soon as it is posted or sent (or in the case of an electronic communication from the day it is sent) to us.
12. You can use the cancellation form provided if you wish.

CANCELLATION NOTICE

If you wish to cancel the contract you must do so in writing and deliver personally or send (which may be by electronic mail) this to the person named below. You may use this form if you want to but you do not have to.

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT.)

To: James Manchester, Manchesters, 21 Limpsfield Road, South Croydon CR2 9LA

I/We (delete as appropriate) hereby give notice that I/We (delete as appropriate) wish to cancel my/our (delete as appropriate) contract:

date of contract:

address of property:

Signed:

Name and Address:

Date:

SUMMARY OF WORK COVERED BY ESTIMATE WHERE IT INVOLVES CONVEYANCING WORK

Usual conveyancing work:-

On a sale

1. Advice as to procedures and checking your ID
2. Procedural correspondence.
3. Obtaining details of your title from the Land Registry and also from your lender if you have a mortgage and proving ownership to your Buyer.
4. Preparing draft contract and agreeing it with your buyer's solicitor.
5. Obtaining and providing standard pre-contract information.
6. Obtaining redemption figure and paying off mortgage (if applicable).
7. Agreeing document transferring ownership to your buyer and having it signed.
8. Exchanging contracts and completing sale.
9. We will leave it to the client to check the date of any relevant early redemption expiry period and to have regard to that when being asked to agree a completion date.

On a purchase

1. Advice as to procedure and checking your ID.
2. Procedural correspondence.
3. Approval, amendment and agreement of draft contract.
4. Investigating of Title.
5. Obtaining standard information and making enquiries normal for a Purchaser's conveyancer, including searches and perusing replies.
6. Drafting document transferring title to you and having it signed.
7. Accountancy.
8. Exchanging contracts and agreeing completion date.
9. Completing.

10. Preparing Land Taxes return for Stamp Duty.
11. Paying Stamp Duty from funds available.
12. Applying to Land Registry to register transfer, paying fee from funds available and notifying you.

Please note that our fee includes the preparation and submission of the Stamp Duty Land Tax Return. There is certain essential information, such as your National Insurance Number, which we rely upon you to provide and which is required to enable us to do so within the time limits. Any penalty received for failure to deliver will be your responsibility, unless of course it is our fault.

If the estimate refers also to a contemporaneous mortgage (assuming we also act for the Lender)

13. Complying with Lender's Handbook and relevant mortgage conditions.
14. Perusing mortgage offer and advising you on it.
15. Preparing mortgage deed
16. Certifying title to mortgage lender.
17. Obtaining funds to complete.
18. Explaining mortgage deed to you and checking your understanding of your basic duties to Lender.
19. Completing Loan.
20. Registering mortgage at the Land Registry.
21. Providing Lender with copies of the new entries on the register and copy of signed charge.

ON A PURCHASE OF A LEASEHOLD PROPERTY

1. Checking lease is satisfactory for mortgage purposes (even if no mortgage involved since this affects its adequacy) and advising you if satisfactory.
2. Reporting to you on the contract.
3. Checking insurance arrangements, and Landlord's or Managing Agents replies to requests for leasehold information.
4. Obtaining any consents required.
5. Completing and preparing full statement of figures by way of a cash account prior to completion and if required accounting to you on completion for any money due to you.
6. Giving notices required by lease to Landlord and/or Managing Agents.

Kindly note that whilst we would favorably consider dealing with reasonable problems only in the course of the transaction without extra charge, we must reserve the right to charge for this, especially where difficult matters of law or unresolved questions or disputes arise. If this happens we will notify you in advance. The estimate does not include explaining the Law to you (other than of the most elementary nature), dealing with breaches of contract or litigation, or providing funds due from yourself or others other than estate agents. If such aspects arise, we will notify you in advance and the solicitor's rate of £200.00 plus £40 will be charged.

Manchesters

