

STANDARD TERMS OF ENGAGEMENT

1. Property Transfer Co:Ordination (P.T.C) accepts your instructions in respect of legal conveyancing work in relation to the transaction described in the form of Confirmation of Instruction for the fees and costs as specified in the Estimate which has been given prior to confirmation of instructions.
2. The disbursement costs estimated at the outset of any transaction are those which can reasonably be envisaged prior to receipt or sight of any documentation relating to the transaction and P.T.C reserve the right acting in the best interests of the client to make any additional search or enquiry at additional cost which is necessary in the course of the transaction.
3. P.T.C reserve the right to charge an additional fee if having received initial documentation in relation to the transaction it is apparent that a matter may require additional works, further time or specialist expertise. In such circumstances however P.T.C undertake to refer such matters to the client as soon as practicable.
4. P.T.C reserve the right to make additional charges for works which cannot be regarded as part of a conveyancing transaction. By way of example but without prejudice to the generality of the class of such work we would refer to the preparation of Deeds of Variation of Leases, the preparation of Deeds of Trust, the preparation and swearing of Affidavits or Statutory Declarations, Applications for a Certificate of Lawful Use or other matters connected with Planning and Building Regulation Approval, enquiries as to the ownership of adjoining land etc. All such matters will be referred to the client together with an indication of costs at the time that it is apparent that such works are required.
5. All costs and disbursements due in respect of a transaction subject to any Search fee, Deeds Production Fee or the "Costs Protection Fee" (if used) are payable on completion of a transaction.
6. P.T.C **do not** pay interest on any client monies held in the course of the transaction unless by specific arrangement with the client and for periods in excess of Twenty One days.
7. In the event that a particular transaction becomes abortive and the client has elected not to pay the "Costs Protection Fee" P.T.C reserve the right to make a reasonable charge for works carried out on the file to the date of cancellation. Such charge will generally be based on the hourly charging rate current at that time. Information as to the current charging rate is available on request.
8. Where the client requires completion of a transaction to be less than fourteen days after an exchange of Contracts P.T.C reserve the right to make an additional charge for the expedition of the matter and will in any case decline instructions for such a completion date if the client's Mortgagee is not prepared to assist with the processing of the mortgage advance in sufficient time.
9. In all cases where "cleared funds" are requested from the client it should please be noted that personal cheques Building Society counter cheques and Bank Drafts will require six working days' clearance time. Only direct transfers through the Bank's CHAPS system may be treated as "cleared funds" on the same day.
10. Where net proceeds of any transaction are due to the client following completion these will normally be despatched by cheque on the **first working day after completion** unless alternative arrangements are agreed and confirmed by the client.
11. Money Laundering Regulations: It is the policy of this firm to take all reasonable steps to ensure that a client's identity and place of residence is verified by the production of satisfactory documentation either at the time that instructions are given or at latest before any money is paid to or from any bank account belonging to P.T.C. If a client fails to produce such documentation **or** if it is reasonably suspected that a client's identity does not accord with that represented **or** that the transaction is connected with any criminal activity, P.T.C reserve the right to decline further progress of instructions or to resign instructions entirely. A copy of our Anti Money Laundering policy is attached. We may also need to enquire as to the source of funds which you intend to use as part or the whole of the purchase price of property and you may be required to show evidence that such funds belong to you (such as a bank statement).
12. We are committed to providing high quality legal advice and client care. In the event of any complaint against the conduct or standard of services provided by P.T.C. you should refer in writing to the principal of the firm (P.R. Cope) setting out the nature and circumstances of the complaint. We have a written policy that sets out how P.T.C handles complaints which is available on request. If you remain dissatisfied P.T.C will on request, refer your letter of complaint together with its response either to an independent lawyer or who will determine whether the complaint is justified and any appropriate redress. 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: Contact details are: Tel no: 0300 555 0333 Email:enquiries@legalombudsman.org.uk Web: www.legalombudsman.org.uk/ **Legal Ombudsman** PO Box 6806 Wolverhampton WV1 9WJ.13.
13. If you make a valid claim against this firm 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).
14. It is the policy of this firm to retain files relating to a purchase or acquisition for 15 years and files in relation to a sale or disposal for 6 years. By giving instructions you will consent to the destruction of your file(s) after the expiration of this period.