



BUSS
MURTON
LAW

A Guide to the Legal Process of
Selling a Property

Information on the Sale Process

This is a guide to the conveyancing process for the sale of a property. Please note that it is intended to be a very basic guide to the main stages of the process and is far from being a complete overview. The stages set out below are based on a standard residential transaction. Please note that the stages do not always follow the same sequence.

We would normally expect to complete your transaction within 8 to 12 weeks. However, please be aware that conveyancing timetables are subject to a range of external factors and circumstances which are beyond our control. We therefore only estimate and not guarantee how long each matter is likely to take.

Conveyancing Quality Scheme

Buying or selling a home is one of the biggest investments that most of us will ever make. We want to make it as easy for you as we can and will do all we can to make sure that everything goes smoothly. The Law Society has set up a new quality scheme for solicitors who deal with buying and selling property known as the Conveyancing Quality Scheme (CQS). We are a member of the CQS, which means that we meet the high standards the Law Society sets to ensure that we give clients a professional and quality conveyancing service.

What you can expect from us

- When you contact us to discuss your sale we will explain clearly the steps in the process and what you can expect from your solicitor
- We will tell you what the costs will be
- We will keep you informed of progress in your sale
- We will work in line with the quality standards of the Law Society's CQS

We will:

- Treat you fairly
- Be polite and professional
- Respond promptly to your enquires
- Tell you about any problems as soon as we are aware of them
- Ask for your feedback on our service

As a result of being members of the scheme we are required to act in accordance with the Law Society Conveyancing Protocol (“the Protocol”) and by instructing us, you confirm that you agree to us adopting the Protocol. Some of the core obligations we are required to follow are:

1. Obtain your agreement and instructions to enable us to act in accordance with the terms and spirit of this Protocol.
2. Where acting for a lender as well as for a seller, the duties owed to the lender are no less important than they are for any seller, subject to the nature of the instructions.
3. Endeavour to maintain vigilance to protect and guard against fraudulent or other illegal behaviour encountered in the conveyancing process and as a result we must satisfy money laundering requirements.
4. Maintain high standards of courtesy and deal with others in a fair and honest manner.
5. Share information with others to assist in the efficient management of each transaction or chain of transactions. If the seller consents to the disclosure of information about the transaction, other transactions in the chain or any change in circumstances, this information should be disclosed. The seller should not be encouraged to withhold authority to disclose information unless there are exceptional circumstances. This means that if, for example, you wish for us to withhold carrying out work until your buyer has had a survey carried out, then we must disclose this to the buyer’s solicitor.
6. Respond to all communications promptly or in accordance with agreed timeframes. Where something is to be addressed in a different order or by different means, this should be notified to those who are affected as soon as reasonably possible. Steps required by the Protocol should be carried out as soon as reasonably possible.

For a complete version of the Law Society Conveyancing Protocol please visit <https://www.lawsociety.org.uk/support-services/advice/articles/conveyancing-protocol/>

Guide to the Sale Process

Stage One

1. An offer is accepted by the seller via the estate agents (or privately) for sale of the property.
2. Both parties instruct a solicitor to act on their behalf.
3. The estate agents (or if private the parties themselves) send out the Memorandum of Sale to all parties concerned confirming the agreed price and details of the buyer, seller and their respective solicitors.
4. Both solicitors write to each other to confirm their instructions.
5. The seller's solicitor applies for a copy of the Deeds, including the lease, if the property is leasehold, from the Land Registry and sends the seller a property information form, leasehold information form (if applicable) and fixtures fittings and contents form to complete. The seller's solicitor also writes to any lender to obtain any documents they may be holding and to obtain a redemption figure for the mortgage.

Stage Two

1. Once the seller's solicitor has received the copy deeds from the Land Registry and completed forms from the seller, they send the contract package to the buyer's solicitor.

Stage Three

1. The buyer's solicitor reviews the contract package.
2. The buyer's solicitor will submit local searches and will also submit any other required searches usually environmental search, water and drainage and commons registration search.
3. The buyer's solicitor may request additional information about the property, the legal title or the surrounding area from the seller's solicitor.
4. The seller's solicitor will deal with any legal enquiries they are able to answer, but may need to forward some enquiries to the seller to answer.
5. If the property is leasehold, additional information may be required from the landlord and/or management company.

Stage Four

1. The buyer's solicitor will review replies to their enquiries and may raise further enquiries with the seller's solicitor.
2. Once the buyer's solicitor is satisfied with the replies to all their enquiries they will confirm to the seller's solicitor that they approve the contract and will report to the buyer on the title and arrange for the buyer to sign the Contract and at that stage will request a deposit (if applicable) from the buyer. We will arrange for you to sign the Contract at an appropriate stage, usually when the buyer's solicitor has approved the Contract.
3. Once the buyer's solicitor has received a copy of the buyer's mortgage offer, local search results, replies to all their enquiries, a signed Contract and cleared funds in respect of the deposit (usually 10% of the purchase price) the buyer's solicitor is then ready to exchange contracts.

Stage Five – Exchange

1. The buyer's solicitor contacts the seller's solicitor to advise that they are ready to exchange contracts and will suggest a completion date if one has not already been suggested.
2. The seller's solicitor then contacts the seller to check if the proposed completion date is agreed. If not agreed the seller's solicitor will negotiate with the buyer's solicitors (or via the estate agents) for a completion date acceptable to all parties.
3. Once a completion date is agreed the buyer's solicitor and seller's solicitor exchange contracts via telephone.
4. BOTH PARTIES ARE NOW LEGALLY BOUND TO BUY AND SELL THE PROPERTY FOR THE AGREED PRICE ON THE AGREED COMPLETION DATE.
5. The buyer is under an obligation to effect buildings insurance from exchange. Once we have received a redemption statement from your lender, the agents account and a statement from the Landlord as to payment of ground rent and service charge we will provide you with a completion statement setting out the balance due to you on completion.

6. Following exchange a Transfer will be drafted and sent to you for signature. It is therefore important that you advise us as soon as possible if you will not be contactable at anytime during the transaction.

Stage Six – The Completion Date

1. On the completion date the buyer's solicitor will send by same day money transfer to the seller's solicitor the monies required to purchase the property.
2. Once the money is received the seller's solicitor will authorise the release of the keys to the buyer either via the estate agents or via the seller directly if it is a private sale.
3. The seller's solicitor will then pay off any existing mortgages secured on the property, the estate agent fees and arrange to send the net proceeds of sale to the seller or use them to fund any onward purchase.
4. THE SALE IS THEN COMPLETE.

How long will the process take?

The average process takes between 4 and 12 weeks. It can be quicker or slower, depending on the parties in the chain. For example, if you are a first-time buyer, purchasing a new build property with a mortgage in principle, it could take between 6 and 12 weeks. However, if you are buying a leasehold property that requires an extension of the lease, this can take significantly longer, between 3 and 5 months. In such a situation additional charges would apply.

Please note the following:

- You are not obliged to continue with the sale until we exchange contracts.
- The seller's property information form, leasehold information form (if applicable) and fixtures fittings and contents form are all designed to elicit important information about the property. The buyer will rely on the replies given in these forms so it is vital that these forms are answered accurately to avoid any future claims against you for providing incorrect details or failing to disclose a pertinent matter. Please note that these forms may require later re-verification and you should supply copies of any planning

permissions, building regulations consents, plans, completion certificates and any guarantees if applicable.

- If you are also buying a property, we strongly recommend that contracts for the sale and purchase should be exchanged at the same time. If you exchange contracts on your sale independently of your purchase, you will have to find alternative living accommodation, and storage facilities for your furniture.
- If this is a second home, you should discuss capital gains tax implications (if any) with your accountant and financial advisor and make arrangements for completions occurring after 5 April 2020 to pay any capital gains tax as calculated by your accountant within 30 days of the date of completion.
- If you are in the position of having negative equity in the property which you are selling, this will involve us in further work on your behalf. We will have to have sufficient money to pay off the mortgage before you are committed to an exchange of contracts. You will be asked prior to exchange to let us have enough monies to cover the difference between the sale price plus expenses and the monies outstanding on the mortgage or mortgages.
- If the transaction fails to proceed to completion then this firm's charges will be such sum as is reasonable having regard to the amount of work done by that stage in the transaction together with VAT and any disbursements incurred. Depending upon the amount of work done, this may be a proportion of the charges estimated or may be the full amount. In some unusual and rare occasions, if there has been considerable work done outside the scope of work covered by our estimate, then our charges could exceed the estimate which has been given.
- Where we hold any money for you in our client account we shall pay interest on that money at the rate our bank would pay interest to us for a deposit in that sum unless the amount of interest payable is less than £20.00
- You should note that whilst we appreciate that you may have a target completion date in mind, this does need to be agreed with the other parties in the chain you are involved in. You must therefore be aware that any completion dates cannot be guaranteed until the solicitors acting for all parties in the chain have both confirmed the completion date, and indicated that they are ready to proceed. Only once you have exchanged contracts will the completion date be legally binding on your buyer. Please therefore do not make any completion arrangements, such as booking removal vans, booking time off work, or committing to alternative accommodation until

we have received such confirmation from the chain.

- All mortgages secured on the property must be repaid by us on completion. We cannot complete unless we are holding sufficient cleared funds to do so. You should note that if any overpayment is made, the lender will either refund this direct to you or we will forward any cheque received on to you. Mortgage payments should be continued until completion.
- DO NOT cancel buildings/contents insurance or mortgage payments until completion.

On the day of completion:

- It is essential that you let us have before completion a telephone number where you can be contacted on the day of completion, as your land line may be disconnected at some point beyond your control during the day.
- It is common for a seller to vacate the property by midday on the day of completion. However, please be aware that the buyer is entitled to request the key at the point where the purchase monies are received by our bank, and it is therefore advisable for you to liaise with the buyer either direct or via the estate agents to clarify key release arrangements in order to avoid any misunderstandings, and to check any particular requirements your buyer may have regarding moving in. However, PLEASE DO NOT release the keys to the buyer until we have confirmed to you that we have received the purchase monies from the buyer's solicitor.
- Take final meter readings and notify the relevant utility companies.
- You will be contractually obliged to remove all your personal belongings, and leave the property (including any outbuildings) clean and tidy and free from rubbish save for those items listed on the fixtures, fittings and contents form.

Matters likely to affect the level of our fees

We feel that it would be to your advantage for us to set out some of the matters which in our experience are extremely likely to increase your costs and some of these are:-

1. Completions on very short notice less than 14 days
2. Dealing with second mortgages or other loans or agreements
3. Dealing with lenders where separate solicitors are acting for the lender

4. Giving undertakings to banks or other third parties
5. Investigating delays in the chain of transactions
6. Agreeing completion dates particularly when dates are frequently being changed
7. Negotiating variations in the purchase price
8. Negotiating access to the property following exchange
9. Dealing with negative equity situations
10. Deeds of Covenant relating to flying freeholds
11. Indemnity policies are required
12. Unregistered titles
13. Consent of Landlords to assign leases for leasehold properties
14. Planning requirements where there are breaches
15. Deeds of Covenant
16. Personal inspection of the property by us
17. Attending clients outside our offices
18. Dealing with defects in the property's title including defective leases
19. Declarations of Trust relating to joint ownership of the property
20. Licences to alter in relation to leasehold properties
21. Deeds of Variation in relation to leasehold properties
22. Powers of Attorney
23. Capital Gains Tax calculation: tax return work regarding capital gains tax and arranging payment with HMRC of your capital gains tax liability if instructed should you either not have an accountant or do not wish to instruct an accountant or otherwise not wish to deal with the compliance work yourself

Should any of the above apply, we will confirm our additional fees with you.

Our Locations

Tunbridge Wells

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