



# Property Fact Sheet

## Our work will involve:

<b>Purchases</b>	<ol style="list-style-type: none"><li>1. Reviewing title information, searches (if any) and replies to enquiries supplied by the seller's solicitor and raising any further relevant enquiries;</li><li>2. Carrying out any searches required;</li><li>3. Reporting to you on the main aspects of the transaction including any issues arising out of the title for the Property, any search results and any relevant information supplied by the seller's solicitor</li><li>4. We will advise you whether the property is freehold or leasehold, registered or unregistered and, if registered, the category of title. If the property is leasehold we will also provide you with a Lease Summary Report. 'Absolute' title is the best category of title and should mean that everything you and we need to know about title to the property is mentioned in the registers of title (apart from 'overriding interests' – see below). With 'absolute' titles it is often the case that covenants affecting the property are shown word-for-word in the registers. However, sometimes a specific document is referred to and a copy of this has to be inspected. 'Good' title (only applicable to leasehold properties) is a less than absolute title but still generally acceptable to most buyers and lenders. With 'good' leasehold titles there may be unregistered interests that have not been considered by the Land Registry and, therefore, there could be covenants and other matters that are 'unknown'. We may discuss with you whether or not additional indemnity insurance is required when title is 'good'. 'Possessory' title is the lowest category of title and is often unacceptable to a buyer or lender without additional indemnity insurance being obtained; this category of title generally arises when land has been acquired by 'squatter's rights' or the paper title deeds have been lost.</li><li>5. Proceeding to exchange of contracts;</li><li>6. Completing the purchase of the Property;</li><li>7. Acting for your Lender in relation to the purchase including providing a certificate of title and registering the Bank's legal charge. We would</li></ol>
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	<p>always recommend that you ensure you have a valid mortgage offer before committing to the purchase;</p> <p>8. Registering your purchase and any legal charge at the Land Registry and filing an SDLT (“Stamp Duty Land Tax”) Return with HMRC; and</p> <p>9. Dealing with the post completion requirements of your Lender including sending any appropriate documents to the Lender.</p>
<b>Auction Purchases (Post Exchange)</b>	<ol style="list-style-type: none"> <li>1. Dealing with post exchange matters (unless instructed we will not be reviewing the auction pack and our checks will be limited to those required to ensure that your purchase can be registered).</li> <li>2. Preparing an SDLT Return for your approval and submitting the approved return to HMRC on your behalf.</li> <li>3. Carrying out registration at the Land Registry.</li> </ol>
<b>Sales</b>	<ol style="list-style-type: none"> <li>1. Reviewing title information and preparing a draft contract;</li> <li>2. Providing title information, the contract and replies to the purchaser’s enquiries;</li> <li>3. Proceeding to exchange of contracts;</li> <li>4. Completing the sale of the Property;</li> <li>5. Redeeming any legal charge secured against the Property</li> </ol>
<b>Auction Sales</b>	<ol style="list-style-type: none"> <li>1. Preparing an auction pack including title information, Special Conditions, a full set of relevant searches and replies to enquiries;</li> <li>2. Unless otherwise instructed our Special Conditions will include the recovery of search costs and the legal fees for the service of a Notice to Complete but no other reimbursements or special terms;</li> <li>3. Dealing with enquiries from the auctioneers or prospective purchasers;</li> <li>4. Completing the sale of the Property;</li> <li>5. Redeeming any legal charge.</li> </ol>
<b>Leases (acting for Landlords)</b>	<ol style="list-style-type: none"> <li>1. Obtaining title information, searches and enquiries and forwarding them to the tenant’s solicitor.</li> <li>2. Drafting and negotiating the agreement for lease, draft lease, rent deposit deed, licence for alterations.</li> <li>3. Proceeding to completion.</li> </ol>
<b>Mortgages and remortgages</b>	<ol style="list-style-type: none"> <li>1. Obtaining title information, searches or (if appropriate) indemnity insurance and raising any further relevant enquiries with you or other appropriate third parties;</li> <li>2. Reporting to your Lender on the main aspects of the transaction including any issues arising out of the title for the Property or our other investigations;</li> <li>3. Providing your Lender with a Certificate of Title;</li> <li>4. Obtaining a Redemption Statement and then redeeming any existing mortgage on the Property;</li> <li>5. Acting for your Lender in relation to redeeming any previous Legal Charges on the title and registering the Lender’s Legal Charge; and</li> <li>6. Dealing with the post completion requirements of your Lender including sending any appropriate documents to the Lender.</li> </ol>
<b>Transfer of equity</b>	<ol style="list-style-type: none"> <li>1. Reviewing title information;</li> </ol>

	<ol style="list-style-type: none"> <li>2. Carrying out any searches specifically requested. We will not ordinarily undertake searches (other than a Land Registry priority search) for a transfer of equity. Details of available searches can be provided if you request these;</li> <li>3. We will not be reporting to you on any aspects of the transaction including any issues arising out of the title for the Property unless you instruct us otherwise;</li> <li>4. Completing the transfer of the Property;</li> <li>5. Registering your transfer at the Land Registry.</li> </ol>
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**Our scope of work is based on the following assumptions:**

<b>Purchases</b>	<ol style="list-style-type: none"> <li>A. The Property is held under a single registered freehold / leasehold title with no title defects;</li> <li>B. The Property is currently vacant; OR The Property is subject to residential / commercial tenancies;</li> <li>C. We will not be undertaking any searches on your behalf unless you specifically instruct us to. We will if requested implement suitable indemnity insurance for any diminution in value to the Property caused by the lack of a local search or water and drainage search.</li> <li>D. We will not be providing tax advice (including advice in relation to VAT and capital gains tax) or advice on capital allowances in connection with the purchase of the Property.</li> <li>E. We will not be dealing with any construction or warranty documents in connection with the Property nor will we be advising on any environmental matters affecting the Property;</li> <li>F. We will not advise on the specific terms of any mortgage offer or facility agreement other than providing general advice about entering into a legal charge. If you require any further advice we are happy to provide this under a separate retainer;</li> <li>G. Where the Property is to be held by more than one person or entity, we will not advise on the most appropriate method for joint ownership. If you require, we can give you information on a non-advisory basis on the types of joint ownership.</li> </ol>
<b>Mortgages and Remortgages</b>	<ol style="list-style-type: none"> <li>A. The Property is held under a single registered freehold/leasehold title with no title defects;</li> <li>B. The Property is currently vacant; OR The Property is subject to residential / commercial tenancies;</li> <li>C. We will not be undertaking any searches on your behalf unless you specifically instruct us to. We will if requested implement suitable indemnity insurance for any diminution in value to the Property caused by the lack of a local search or water and drainage search.</li> <li>D. We will not be providing tax advice (including advice in relation to VAT and capital gains tax) or advice on capital allowances in connection with the purchase of the Property;</li> <li>E. We will not be dealing with any construction or warranty documents in connection with the Property nor will we be advising on any</li> </ol>

	<p>environmental matters affecting the Property;</p> <p>F. We will not advise on the specific terms of any mortgage offer or facility agreement other than providing general advice about entering into a legal charge. If you require any further advice we are happy to provide this under a separate retainer;</p>
<b>Sales</b>	<p>A. The Property is held under a single registered freehold / leasehold title with no title defects;</p> <p>B. The Property will be vacant on completion. OR Following completion the Property will remain subject to Residential / Commercial tenancies;</p> <p>C. We will not be providing tax advice or advice on capital allowances in connection with the sale of the Property; and</p> <p>D. We will not be dealing with any construction or warranty documents in connection with the Property nor will we be advising on any environmental matters affecting the Property.</p>

## Paying for Searches/Sending Monies

### **Client account details:**

Please contact us directly for these details.

Cheques should be made payable to "LPL". Please allow 3 working days for cheques to clear.

**To limit the risk of cybercrime our firm will not send out monies to accounts provided to us by email. Account details will need to be provided by letter posted to us and we will check these details separately with you by phone. Before sending monies to us please call our switchboard to verify the account details provided by us in any correspondence.**

## Timescales

The progression of any matter is often dependent upon the speed at which the other parties involved are able to proceed. However, most matters are completed within a time frame of three weeks to two months. We will endeavour to complete your matter as soon as possible and if you have any specific instructions relating to the timing of completion, please let us know at your earliest convenience.

## Keeping You Informed

We will inform you in writing of key developments as they occur, but if you would like an update in the meantime, please do not hesitate to contact us. We endeavour to return your telephone calls within twenty-four hours and reply to your correspondence within five working days.

## Residential Property Matters – CQS Accreditation

We are accredited by the Conveyancing Quality Scheme (CQS). The CQS provides a recognised quality standard for residential conveyancing practices. Membership achievement establishes a level of credibility for member firms with stakeholders (regulators, lenders, insurers and consumers). This is based upon the integrity of the senior responsible officer and other key conveyancing staff, the firm's adherence to good practice management standards and adherence to prudent and efficient conveyancing procedures through the scheme protocol.

## Future Instructions and Costs

Should you choose to instruct us again in the future, we will be able to proceed without on each matter confirming in writing to you all our processes, policies, client care information, indemnity insurance details, invoicing and other general information as contained in this Property Factsheet and our Terms of Business, on the condition that you instruct us to proceed on this basis. However, on each new instruction we will still confirm the details of the work we will carry out on your behalf, our fees, and any specific instructions from you.

If you do not wish to proceed on the basis set out above you should notify prior to instructing us on any new instruction.

Our latest Terms of Business and Anti Money Laundering Policy are available on our website - <http://www.leadingpropertylawyers.co.uk> in Legal and Regulatory Information.

## Property Team Members – LPL a division of Read Roper and Read Solicitors Limited

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