



the **strongest** link in your chain

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Your Ref:  
Our Ref: JB/LOJ/15403/  
Please ask for: James Borland  
E-mail: [james@samhawking.co.uk](mailto:james@samhawking.co.uk)  
Date: 16 April 2020

Dear Sirs

**Property: 23 Caerleon Road, Newport, NP19 7BU**

Thank you very much for instructing me in connection with your Purchase of the above property. I confirm that I shall be very happy to assist you. I shall be dealing with your case personally, but if at any time, I am not available please leave a message with my assistant, Lyla Olwen Jones, and one of us will get back to you soon as we can.

As explained above I, James Borland, will have conduct of your case on a daily basis, and supervision of your file will be the responsibility of Sam Hawking.

### **Your Purchase**

The costs are due for payment on completion of the transaction. However, we require the sum of £250.00 on account of costs to cover those disbursements, such as the searches, which are carried out at the start of the transaction.

You must make sure that any money you need to finance this transaction is paid in sufficient time for it to be cleared at the bank by the date it is needed. A cheque, for example, takes eight working days to clear and a bankers draft takes three. If clearance is delayed because you make a payment later than agreed or by

**Licensed Conveyancers & Commissioners for Oaths**

Sam Hawking Property Lawyers Limited (Company No. 7569560). Registered Office 65a Station Road, Port Talbot, SA13 1NW.  
Regulated by the Council of Licensed Conveyancers to provide conveyancing and probate services



inappropriate means I cannot be liable for any delay or loss that arises from this. The quickest way is to electronically transfer money directly into Sam Hawking Property Lawyers Limited, General Client Account, whose details are as follows:-

National Westminster Bank Plc, 35 Green Street, Neath, SA11 1DB.

Sort Code - 54 -10 -19

Account no - 11659580

Please note that these bank account details will not change during the course of this transaction.

You have a legal obligation to complete a Stamp Duty Land Tax/Land Transaction Tax Return for the Inland Revenue/Welsh Revenue Authority for every property purchase you make. We will complete and submit the Tax Return electronically to the Inland Revenue/Welsh Revenue Authority and pay any Stamp Duty/LTT on completion. We will e-mail you a copy of the return for your records, requesting you to confirm any required amendments by return.

### **Purchase with Mortgage**

The mortgage advance will be requested one working day prior to completion. This is a precaution to ensure that we are in receipt of clear funds on the morning of the day of completion. This will possibly involve an extra day's interest being charged to your account. Your mortgage lender will not otherwise guarantee to provide me with cleared funds by the contract deadline.

You will have to sign a Mortgage Deed and possibly other documents for the mortgage lender. I will explain these to you and your liability under them. However it is your responsibility to comply with the terms and conditions of the mortgage lender's letter of offer. In particular you should be aware of how much money will be deducted, withheld or due in penalties or interest due on early repayment. If you have difficulty understanding any of the terms of your mortgage offer you must ask me to explain them to you. Please note that by signing and returning the Mortgage Deed you are instructing us to waive any cooling off period you may have

Your mortgage lender will need specific legal work done for them. The fee estimate that I have given you includes acting for the lender. If, however, 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 their charges. This would be in addition to my charges and you will be informed of any such charges as soon as they are known.

### **Payment of Bills**

My fees and disbursements are due to be paid and cleared before the date of completion of each transaction. As our client, you are always liable for payment of our costs in full, irrespective of whether or not you may be assisted in funding from any other sources. If I am holding funds belonging to you I will deduct payment of your bill after sending you a financial statement. If I do not hold enough of your money to pay your bill then you should provide the required sum as cleared funds before the date of completion.

Where we have received instructions from you to form a company, or otherwise on behalf of a company, you agree that in the event that the company is unable to meet the costs incurred for whatever reason, or any third party assisting with the funding withdraws its assistance for whatever reason, you will be personally liable to us for the payment in full of the costs incurred in carrying out any work on behalf of the company.

If you delay paying me the sum shown on a financial 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 I receive the outstanding amount as cleared funds.

### **Abortive Transactions and Cover – First time buyers only.**

It is unfortunate sometimes that a sale or purchase does not proceed and is aborted for various reasons. If your matter becomes abortive, then a charge will be made as is reasonable having regard to the amount of work that has already been carried out together with any VAT or disbursements incurred.

I can provide cover against my abortive fee for a one off payment of £60.00 inclusive of VAT. This protects you against my abortive fee that may otherwise be charged in your matter, though the disbursements would still be due. I would strongly recommend that you have this cover, rather than incur higher abortive fees. If you wish to take up this offer you must inform me at once and send me your cheque without delay.

### **Your Estimate**

The fees that I have estimated are based on the assumption that the matter is reasonably straightforward and is allowed to proceed at our normal, efficient speed. The fees include both my fee and disbursements which are payments I have to make on your behalf to third parties such as Stamp Duty/LTT, search fees, and Land Registry fees. However I do have to reserve the right to charge you more in the following circumstances:-

1. When third parties increase the price of disbursements or when additional disbursements are necessary.
2. £30.00 bank charge plus vat for each bank transfer payment we must make on your behalf.
3. If, at any time, any aspect of your case requires a high degree of urgency an expedition fee will be charged having regard to the amount and complexity of work, the amount of additional work to expedite the matter, the value of the property and the importance of the matter to you.
4. Where there is less than five working days between exchange of contracts and completion my expedition fee is £100 + VAT per transaction unless otherwise agreed.
5. If I have to give a professional undertaking to help your transaction proceed (other than an undertaking given as standard practice) I will make a reasonable charge for providing this binding personal pledge.

6. Where it is necessary for me to deal with assignment of any collateral security for any mortgage or preparing and issuing any notices.
7. We anticipate a reasonable number of calls and emails from you and/or your agent shall not exceed 10 in a conveyancing transaction. If there is an excessive amount of phone calls and emails then we will charge our hourly rate for this additional work.
8. If, at any time, any aspect of your case becomes particularly complex or complicated or the value or nature of the work differs from that upon which the estimate was based, an additional fee or an hourly rate will be charged.

Hourly rates are as follows and are exclusive of VAT:

- i. Principal £250 per hour
- ii. Solicitors/Licensed Conveyancers with over 8 years' experience £201 per hour
- iii. Solicitors/Licensed Conveyancers with over 4 years' experience £177 per hour
- iv. Other Solicitors/Licensed Conveyancers £146 per hour
- v. Trainee solicitors/conveyancers and conveyancing assistants £111 per hour

You will of course, wherever possible, receive proper notice of any significant increase in fees charged if the situation arises.

### **Identification**

We have a legal requirement to check every client's identity as soon as reasonably practical at the outset of any transaction. If not, I am not permitted to proceed any further. Attached to these Terms of Engagement is a document entitled Identification Requirements which lists for you the documents required and who can certify them on your behalf.

Please note that we do not accept original identification by post.

### **Indemnity Insurance**

This firm is not authorised by the Financial Conduct Authority. However, we are included in the register maintained by the Financial Conduct Authority so that we can carry on Insurance Mediation Activities, which is broadly advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Council for Licensed Conveyancers. The register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk](http://www.fca.org.uk)

We use a small panel of legal indemnity insurance providers. If I need to take out an indemnity policy on your behalf, you authorise me to select an insurer that in my experience is likely to offer the required cover on reasonable terms. You acknowledge that I am not required to obtain a quote from more than one provider, though I may do so.

## **Source of funds**

To comply with Anti Money Laundering legislation and Proceeds of Crime Act, we must have evidence of both your source of funds and source of wealth. You agree to provide all the information that we may request in order that we comply with this legislation. We will not be able to complete your matter until compliance is achieved.

Where monies are being provided to us, whether for a deposit or full purchase funds for a property purchase, we have to ask for evidence of the source of these funds. Please therefore provide us with six months' bank statements. If the money has come from investments, we shall also require evidence of this.

It is usual practice that all monies for the purchase of a property should come from you and if not, you have a duty to the lender to let them know as soon as possible. If monies are to be sent to us from a third party, we shall require identification from the third party together with a copy of the bank statement showing where the monies are coming from. If the money from a third party is a gift or loan we are under a duty to inform your mortgage lender of this if you haven't done so already. **It is essential that the lender is made aware of any of the above at the earliest opportunity in order for your mortgage application to go through in a timely manner.**

## **Stamp Duty/Land Transaction Tax**

Stamp Duty/LTT is payable by everyone who purchases a residential property at a purchase price above £125,000.00 in England and above £180,000.00 in Wales.

If however you are buying a residential property which will mean that you will own more than one property anywhere in the world on the day of Completion you will be liable to pay the higher rates of Stamp Duty/LTT which is an additional 3% on the standard rates

You will not be liable to pay the higher rates of Stamp Duty/LTT if the property you are buying is replacing your main residence. If there is a delay in selling your existing main residence you will have to pay the higher rates of Stamp Duty/LTT and then make a claim for a refund if your existing main residence is sold within 36 months of you purchasing your new main residence. Details of the rates of Stamp Duty/LTT are set out in our Conveyancing Information Sheet attached.

It is your responsibility to inform us if you will own more than one property upon completion of your purchase. Failure to do so may result in action being taken against you by the Inland Revenue/Welsh Revenue Authority and penalties and interest will become due.

## **Advice**

We are a firm of Licensed Conveyancers, who are qualified to advise you on conveyancing law and other property related legal matters. You should consult appropriately qualified professionals for non-legal advice, such as the physical condition of the property and its connected services, its market value and on

investment and financial matters. It is not part of my work to consider or comment on any non-legal aspect of a survey or valuation report.

### **Interest**

I am not required to open any special deposit account or account to you for any interest that accrues, or ought to accrue, on money received for you or on your behalf.

### **General**

I enclose an Information Sheet which should hopefully deal with some of the concerns that you may have throughout this transaction and which also form part of this letter.

### **Data Protection and GDPR**

GDPR is a regulation that requires businesses to protect the personal data and privacy of EU citizens for transactions that occur within EU. "Personal data" means any information relating to an identified or identifiable natural person ("data subject"); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his/her physical, physiological, mental, economic, cultural or social identity.

To that end we have attached a privacy notice to explain how we use the data provided, who has access to it and how long we keep it for.

### **Confidentiality**

As lawyers, we are under a general professional and legal obligation to keep your affairs private. 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.

### **Grievances**

If the relationship of trust and mutual respect that needs to exist between a lawyer and his client irretrievably breaks down, I may refuse to act for you any further provided that in doing so your transaction is not seriously prejudiced. My fee for abortive transactions will then apply.

If at any time there is any aspect of our service with which you are unhappy, please speak to me about it and I will do my utmost to resolve it. If you are still not satisfied you may refer the matter to our senior partner, Mr Sam Hawking, who will send you a copy of our complaints procedure and do his utmost to resolve your complaint. If you

are still not happy with the outcome of our complaints procedure then you have the right to complain to the Legal Ombudsman.

We are obliged to take out professional indemnity insurance against any claims that might be made against us by clients or third parties for £2m (two million pounds). You agree and accept that any claim against Sam Hawking Property Lawyers Ltd is limited to the sum of £2m (two million pounds). By countersigning this letter you are confirming that you accept this limitation.

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).

### **Your Help**

To help the transaction go through smoothly and to keep costs down, you agree to:-

1. inform me in writing of your requirements and of any significant change in them
2. respond promptly in writing when I ask you for any instructions
3. authorise me to accept oral instruction from you even though these are not subsequently confirmed by you in writing
4. me communicating with you and third parties by whatever method is most efficient (including by email)
5. authorise me to incur the costs and search fees (including repeat searches) which, in my professional judgement are necessary for the purchase to proceed and to protect your interest and that of the mortgage lender
6. authorise my disclosure of information to your mortgage lender, surveyor, financial adviser, the other parties' conveyancers, the estate agents, search authorities / agents, and the Inland Revenue as is reasonably necessary to assist your matter and any authorities as required to do so by statute.
7. not contact me for progress reports any more than is necessary
8. accept a single cheque in your favour if any money is due to you. Any alternative arrangements must be requested in writing and signed by you.
9. authorise me at the end of the transaction to convert all data held on our paper file to electronic format and to destroy the files as soon as allowed by the Council for Licensed Conveyancers.

### **Future Transactions**

By accepting these Terms of Engagement you also accept that they may apply to all future matters until we provide you with a revised set at the start of a new matter.

### **Documents to Return**

Please complete and return the following where applicable: -

1. A signed copy of this letter
2. My checklist – having completed the form
3. Two Certified Copy Identification documents together with a current bank statement as per the Identification Requirements
4. Abortive Cover Cheque (if you are a first-time buyer)
5. £250 on account
6. Bank statements showing Proof of Funds

I hope the above is helpful but if you have any further queries, please do not hesitate to contact me.

Ensuring you of our best intentions at all times.

Yours faithfully

James Borland  
**Sam Hawking Property Lawyers**

### **Acceptance**

**We/I** have read and understood the above terms.

Signed ..... Date.....

Signed ..... Date.....