

# Guide to Purchasing and Additional Services

Valid from 13<sup>th</sup> December 2019

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# Identity [ID] Requirements

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HM Government has introduced laws that compel us to undertake enquiries about client identity [ID].

Where there is more than one client, we need to gather identity information about each client. You can choose to opt for an electronic ID check [recommended], physical inspection of your original ID or have your ID certified by a 3<sup>rd</sup> Party.

## Electronic ID Check

We check your ID against the identification records held by a nationally known credit reference agency, Experian [<http://www.experian.co.uk/>]. This is quick and easy for us to undertake and convenient for you.

THE COST OF EACH ELECTRONIC CHECK IS £15+VAT PER PERSON AND WILL BE ADDED TO YOUR FINAL BILL.

We will conduct the identity check based on the details you have given to us for postal communication.

The electronic check may fail if you have not been resident at the address given for at least one year. If this is the case please provide your previous address and the date you moved in.

If you choose this option we will require a photocopy of your Passport [the signature page] or Photo Driving Licence.

You can scan and email the ID to your Conveyancer or send photocopies in the post.

## Original Documents ID Check

If you would like your identity to be checked by sending in original documentation then please provide two forms of identification, for each client, one from list 1 and one from list 2:

- List 1: Passport or Photo Driving Licence
- List 2: Utility Bill, Council Tax Bill or Bank Statement [no more than 3 months old]

If you do not have these documents available or want to use other documents for the ID check, please call 0151 666 8765 for assistance as to what we can accept. Lines are open 9am to 5pm Monday to Friday.

We aim to return your ID after checking and copying, the same working day. Original ID is sent to us at your risk. We do not accept liability for incoming or outgoing items lost by the post office or for tracing lost post. Before sending your passport, please consider whether you are likely to be travelling abroad in the near future, just in case your passport gets lost in the post.

IT IS OUR POLICY TO RETURN ALL ORIGINAL IDENTIFICATION DOCUMENTS VIA SPECIAL NEXT DAY DELIVERY. THE COST TO COVER POSTAGE AND ADMINISTRATION IS £15.00 + VAT AND WILL BE ADDED TO YOUR FINAL BILL. IF YOU DO NOT WISH FOR US TO RETURN YOUR IDENTIFICATION BY THIS METHOD PLEASE CONFIRM SO ON THE INSTRUCTION FORM.

## Certified ID by a 3<sup>rd</sup> party

If the above 2 options are not suitable (i.e. you are currently living abroad) then we can accept certified ID by a 3<sup>rd</sup> party but only from a list of approved people below.

- A Solicitor or equivalent qualification (this must show the solicitors full name along with the firms company stamp which should also show the address of the branch/office)
- The Post Office
- Your Mortgage Broker/advisor

Please note that a 3<sup>rd</sup> Party may charge a fee for certifying your ID.

If you opt to have your ID certified by a 3<sup>rd</sup> party then you must ensure that you provide two forms of identification, for each client, one from list 1 and one from list 2:

- List 1: Passport or Photo Driving Licence
- List 2: Utility Bill, Council Tax Bill or Bank Statement [no more than 3 months old]

# Bank Details

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Our bank details are provided below.

Please keep the details safe as you will need them to make payments during your transaction.

We can offer to send our bank details by text message if you do not have this guide to hand when you need to make a payment. Please provide your mobile number on the Purchase Checklist & Instruction Form.

## RMNJ Bank Details

**Account Name:** RMNJ XXXXXXXXXXXXXXXX  
**Bank:** XXXXXXXXXXXXX  
**Bank Address:** XXXXXXXXX  
XXXXXXXXXXXXX  
**Sort Code:** XX XX XX  
**Account Number:** XXXXXXXX  
**Reference Number:** *Please quote on all payments* XXXXXX

We would recommend that you make payment by same day (CHAPS or Faster Payment) or 3-day (BACS) bank transfer.

We cannot accept cash payments and do not accept personal cheques, nor do we accept building society cheques or bankers drafts.

Our quoted fees include the administration cost of receiving one payment of the full balance due from you. If you elect to make several separate bank transfers or if the balance arrives from different accounts, we will charge an administration fee of £10.00 +VAT per instalment after the first payment received from you.



## PLEASE BE CYBER AWARE!

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**As a result of the increased risk posed by cyber fraud and especially those relating to bank account details, please note that RMNJ Solicitors' bank account details will NOT change during a transaction.**

**We will NEVER provide you with our bank details by email and will NEVER email you to say our bank details have changed.**

**Please ensure caution is exercised when opening any emails, attachments or links.**

**If you are ever in doubt about any communication received, please call your Conveyancer immediately. We cannot accept any liability in relation to monies sent to an incorrect bank account.**

## Test Payment

To help reduce the risk of fraud, we recommend that you make a test payment in the sum of £100.00.

Please transfer £100.00 to our bank details above, which we use to put towards your legal fees.

In making the Test Payment our bank details will be stored on your secure device/bank records, ready to be used again for future payments.

# No Completion No Fee Option

## Legal Fees: What if your transaction falls through?

Under the Conveyancing law of England and Wales up to Exchange of Contracts\* either the buyer or seller can withdraw from a sale or purchase without penalty.

There is always a risk that your sale or purchase will not go through for some reason. Up to 85% of the work required in a property transaction will be completed before exchange of contracts.

It is our experience, that on average between 25-30% of property transactions fail before exchange of contracts, often through no fault of either side. In such circumstances, we will make a reasonable charge for the legal work undertaken.

## RMNJ No Completion No Fee Option

Select our No Completion No Fee Option ('NCNF Option') and for a one-off, non-refundable payment you will not pay legal fees for our services if the transaction fails to complete.

The cost of the NCNF Option is:

- For a Freehold property £85 plus VAT
- For a Leasehold property £125 plus VAT

If you or the other party withdraws for any reason, even if you simply change your mind, then you will not pay the legal fees for our services included in your quotation. This way you can manage your exposure to legal fees, especially during the uncertain period after the sale is agreed up to the point of exchange of contracts.

### Important Information;

- To select the NCNF Option, please tick the appropriate box on the Instruction Form provided.
- The NCNF Option is only available for residential property transactions.
- The NCNF Option is not available for commercial property, properties being bought or sold in a company name and properties with multiple occupancy.
- The NCNF Option only applies to the legal fees included in your quotation and does not cover fees that are payable for any additional legal service\*\* that you may require (e.g. Deed of Trust, Lease Extension).
- The NCNF Option does not cover the cost of any disbursements\*\*\* that have been purchased on your behalf.
- If you select and pay for the NCNF Option, then you will receive cover for a single transaction. If we are dealing with more than one transaction for you, then you will need to select and pay for the NCNF Option on each one.
- If you select and pay for the NCNF Option and your transaction proceeds to completion, then the cost of the Option will not be deducted from the final legal fees payable.
- Time Limit: The NCNF Option must be selected within 14 days of the date of the letter enclosing this booklet.
- If you do not select the NCNF Option and your transaction fails, you will be charged a fair proportion of our quoted legal fees based on the amount of work we have undertaken for you.

NOTE:

\* EXCHANGE OF CONTRACTS: THIS IS WHEN THE TRANSACTION BECOMES BINDING ON BOTH PARTIES.

THE BUYER'S SOLICITOR WILL HAVE UNDERTAKEN ALL THE WORK NECESSARY TO ENSURE THAT THE LEGAL TITLE IS SOUND AND WHERE THERE IS A MORTGAGE, THAT THE LENDERS REQUIREMENTS ON THE TITLE ARE SATISFIED. ON A SALE THE CONTRACT WILL HAVE BEEN PREPARED AND ALL QUERIES ON THE TITLE DEALT WITH AT THIS POINT.

\*\*PLEASE REFER TO OUR ADDITIONAL SERVICES FEE MENU FOR DETAILS OF THE ADDITIONAL SERVICES WE OFFER

\*\*\*DISBURSEMENTS ARE EXPENDITURES SUCH AS SEARCHES - PURCHASED ON YOUR BEHALF BY US, WE CANNOT SEND THESE BACK OR GET A REFUND IF THE TRANSACTION DOES NOT PROCEED

## Source of Funds Form

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We are required under Anti-Money Laundering Regulations and our obligations to Mortgage Lenders to verify the source of the funds used to purchase a property. We have prepared a Source of Funds Form so that you can tell us about the funds you will be using for your purchase.

Please take the time to carefully read through this Form and ensure you provide us with all the information necessary to help us verify the source of your funds.

If we do not receive all the necessary information at an early stage, it may delay the transaction.

If you have any questions regarding this form or what evidence is required, then please contact your Conveyancer.

## Stamp Duty Form

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If you are purchasing a property in England, we enclose a Stamp Duty Form for you to complete and return so that we may establish what rate of Stamp Duty is payable.

If you are purchasing a property in Wales, we enclose a Land Transaction Tax (LTT) Form for you to complete and return.

**Each** purchaser will have to complete their own Form which will need to be signed and dated.

# Guide to Searches

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This guide is intended to inform RMNJ conveyancing clients about the optional “searches” that arise in a conveyancing transaction and to assist you in deciding which ones to have. If after reading this, you want to discuss your search requirements please contact your Conveyancer right away. There will be no point commissioning searches after exchange of contracts when you become legally bound to purchase the property. Please note the price for searches is set by the authorities concerned and is subject to change without notice, this guide gives an indication of the likely cost.

Please note: RMNJ does not make a profit or receive commission from any of the searches. What you pay us is what we pay the search provider.

To order your searches after reading this guide, please complete the Instruction Form provided.

## Overview

### What are Optional Searches?

Optional Searches are enquiries we can make for you and are about practical matters that might affect the land, the buildings on it or your enjoyment of the land as occupier.

### What does an Optional Search do?

It gathers information held by various bodies that might affect the property that you are buying usually in response to a comprehensive list of questions. Searches might also reveal matters that could affect the resale value of the property or cost money to put right.

### When are Optional Searches Undertaken?

These searches may affect your decision whether to actually buy the property or renegotiate the price and must be completed and considered before you commit to your purchase. This commitment is signalled legally by “exchange of contracts”.

As an example, if you authorise us to exchange contracts and then ask us to undertake an environmental search that reveals the property is built on contaminated land, it will be too late. Optional Searches need to be selected, commissioned, received and considered by you before exchange of contracts.

### Will Searches delay my Purchase?

Unless commissioned “at the last minute” searches are unlikely to cause any delay in progressing your purchase. It is important that you decide right away whether you want the Optional Searches undertaken.

### Have I got to have these Optional Searches?

By definition, the searches in this guide are “optional” so not compulsory. Which Optional Searches should be undertaken in any particular case is a decision for you. We will be pleased to give guidance in any particular case simply contact your Conveyancer and ask. **Please note that if you are buying with a mortgage we will conduct a Personal Search, Drainage Search and a Coal Search (if your property is in a mining area) by direction of the lender.**

### Complaining to the Seller

If you buy a house or flat, the terms of that purchase are governed by older principles of law than most of us are familiar with in day to day life now, where defective goods sold by retailers are subject to statutory consumer rights. The guiding principle of conveyancing contracts is “let the buyer beware” so broadly speaking there is in most cases no “come back” on the seller in conveyancing.

### **RMNJ DISCLAIMER!**

**THIS GUIDE IS FOR YOUR ASSISTANCE ONLY.**

**UNLESS YOU INSTRUCT US TO UNDERTAKE ONE OR MORE OF THE OPTIONAL SEARCHES WHICH WILL INCUR ADDITIONAL COST, WE WILL NOT DO SO. THE CHOICE ABOUT COMMISSIONING THESE OPTIONAL SEARCHES IS YOURS ALONE. RMNJ SOLICITORS DO NOT ACCEPT LIABILITY FOR ANY LOSS OR EXPENDITURE INCURRED AS A CONSEQUENCE OF MATTERS THAT MIGHT HAVE BEEN REVEALED BY AN OPTIONAL SEARCH THAT WAS NOT UNDERTAKEN OR IF UNDERTAKEN WAS UNDERTAKEN LATE OR THE RESULTS IGNORED.**

## Personal Search

### What does it do?

It involves obtaining information from the Local Authority.

To do this we use a Personal Search Company who use a standard form of comprehensive list of questions. The Personal Search Company will send in a professional search agent into the Local Authority who will access the public registers and specifically look into planning permissions for the buildings erected on the land, building regulations approvals for completed works, are the roads adopted, what is authorised use of the property, is it a listed building, conservation area, tree preservation order, smoke control order, improvement grants- and so on. We will send a copy of the result to you for information.

### What the Personal Search does not do

The search will not tell us about developments affecting other land in the area and they do not have to tell us about applications and matters that arise after the search is commissioned and before you complete your purchase. We recommend that you have a good look around the immediate local area and contact the local planning office to see if there are any planned developments that could adversely affect your use, occupation or enjoyment of the land.

### Why do we use a Personal Search Company instead of the Local Authority?

The Personal Search should contain the same information that would be covered by a Local Authority Search. The difference is that the information is collected by an agent who accesses the public registers to compile the search results rather than the Local Authority producing the search results directly using their own staff.

### Are we any less protected if the search results are found to be incorrect?

In short, the answer is no. If, after completion, the Personal Local Search results are found to be incorrect due to an error made by the Personal Search Company and as a result there is a negative impact on the property you would make a claim against their insurance. A copy of the insurance policy and conditions of the Personal Search Company will be contained with the search results.

### Do I need a Personal Search?

**Our recommendation:** yes, in all cases.

The quotation you will have received includes the cost of the Personal Search.

## Local Authority Search (optional in place of the Personal Search)

### What does it do?

It provides the same information as Personal Search but is compiled by the Local Authority directly rather than using a Personal Search Company.

### Do I need a Local Authority Search?

**Our recommendation:** if you do not wish to use the Personal Search then yes, you will need a Local Authority Search in all cases.

Cost varies from Council to Council. Approx. £100.00 - £400.00. The cost of a Local Authority Search will not have been included in your quotation. If you select this option, we will need to contact the Local Authority to confirm the price.

**If you are purchasing with the benefit of a mortgage you must either have a Personal Search or a Local Authority Search due to lender requirements**

## Water and Drainage Search

### What does it do?

It answers basic questions about is there a mains supply of water, is surface and foul water [i.e. lavatory etc] connected to the main drainage system. Also, it should reveal whether there are any other public drains crossing the land. Main sewers have to run somewhere, and they may run through your garden, which may create a problem if you ever wish to extend or someone has built over an existing drain or sewer.

### Do I need a Water and Drainage search?

**Our recommendation:** yes, in all cases.

The quotation you will have received includes the cost of the Water and Drainage Search.

**If you are purchasing with the benefit of a mortgage you must have this search due to lender requirements.**



## Environmental Search

### What does the search do?

The searches are conducted by specialist companies who gather their information from records held by various bodies.

The search usually gives an initial assessment of the property and then reports on various matters. The information is gathered from written sources so will not involve anyone visiting the land you intend to buy to inspect it. The search may give information about likelihood of flooding, subsidence, ground stability, previous land use that may have contaminated the land, current local sources of pollution or hazard e.g. petrol stations in the vicinity. Also, it will report on the possibility of hazardous Radon gas being present under the property. Affected properties may need special ventilators fitting. Owners of contaminated land may be obliged to clean it up even if not responsible for the contamination.

### Do I need an Environmental search?

**Our recommendation:** For peace of mind an environmental search will give you an insight and understanding of the environmental context of the property you are buying and will certainly not duplicate information we uncover when we investigate the legal title for you.

The cost of a basic Environmental search is approximately £60.00 but will be confirmed on application.

Please note that we cannot advise on the interpretation of environmental searches and any query will need to be referred to the search provider.

## Coal Mining Search

### What does a coal mining search do?

A coal search tells you whether the property is likely to be or has been affected by former underground workings or future workings to get coal above or below ground. Sometimes there are old mine shafts dotted around an area and capped shafts can be found in or close to residential property.

### Do I need a coal search?

**Our recommendation:** If the property is in a present or past coal mining area you need a coal search. The cost of this search is approximately £45.00 but will be confirmed on application.

**If you are purchasing with the benefit of a mortgage you must have this search due to lender requirements if the property is in a mining area.**

## Plansearch Plus

### Background

In common with general practice, when RMNJ is instructed to act on the purchase of property, the searches and enquiries we make do not include an investigation into possible developments in the surrounding area. Although the enquiries of the seller ask about knowledge of proposed development on adjoining land the Personal Local Search we undertake is limited to the property itself, not others in the area. Unless the seller is aware and provides details of proposed developments on adjoining land in the Property Information Form, you will not know unless you ask the local authority planning department direct or have this search undertaken.

### What does the search do?

The providers say: Plansearch Plus provides planning information to ensure you are fully informed of essential planning information in respect of the area surrounding the property you are purchasing.

#### Key features:

- Commercial and residential planning applications, including decisions on larger applications
- Comprehensive data on land use designations
- Variable urban and rural search radii for concise and intelligently sized reports
- Average property price data
- Detailed socio-demographic overview
- Local educational performance

## What's included

- Planning applications
- Land use designations
- Housing and neighbourhood demographics
- Amenities and Education
- Rights of way

## Do I need Plansearch Plus?

**Our recommendation:** If you are at all concerned about possible developments on adjoining land whether to an open space or existing buildings, taking this search is worthwhile. There are some other features of the search that may be of interest, as listed above. Note: if you take this search, we will forward it to you without interpretation explanation or comment. That is because the search result should be self-explanatory and the subjective decision yours as to whether any developments are likely to affect your enjoyment of the land. If there is a nearby development especially if a change or intensification of use, it could have an effect on future value of your property for which you would need to refer the search result to a qualified valuation surveyor before exchange of contracts.

The approximate cost of the search is £40.00 but will be confirmed on application.

## Chancel Repairs Search

### Background

Ancient Chancel repair liability can be the responsibility of landowners. This is rarely the case; however, a number of firms now offer searches for chancel repair liability.

### What does the search do?

The search is not property specific but tells us whether the property is within a parish where there is a potential to enforce chancel repair liability. If it is, we would advise taking out insurance to cover the cost of this. Insurance solutions to search issues are considered under a separate heading

### Do I need Chancel search?

**Our recommendation:** We do not conduct chancel searches as a matter of course in every case unless prompted to do so by some information or circumstance that suggest there may be a liability. If the chancel repair liability is mentioned in the deeds, we would advise that insurance cover be obtained [see below]. If you want complete peace of mind, the chancel search is available, and we will undertake it on request.

The approximate cost of the search is £25.00 but will be confirmed on application.

## Special Searches

These searches usually relate to matters specific to local areas. When we contact you to take payment for your searches, we will tell you if there are any Special Searches being flagged up on our system that are appropriate to your particular area. For example:

### Brine Search

In parts of Cheshire, [Alsager, Bucklow, Crewe, Congleton, Knutsford, Lymm, Macclesfield, Nantwich, Northwich, Runcorn, Sandbach & Winsford] certain parts of Greater Manchester and in Droitwich a brine search should be undertaken in case of subsidence issues arising.

**Our recommendation:** if the property is in an affected area, the search should be obtained.

### Tin Mines

Parts of Cornwall and North Devon can be affected

**Our recommendation:** if the property is in an affected area, the search should be obtained

# Guide to a Purchase Transaction

We have put together this guide to help you understand the stages of a purchase transaction.

You will see that we mention approximate timescales throughout this guide. Please note that as each Conveyancing transaction is unique it is very difficult to provide precise timeframes. To help manage your expectations we have given approximate timescales next to each stage to give you an idea of how long each stage takes based on our experience.

## Stage 1 – Setting up the Purchase

1. Once the sale is agreed you will need to instruct us to act on your behalf.
2. You will need to notify the Estate Agents that we are your appointed Solicitors.

If you are Purchasing with the aid of a mortgage this is the time in which you need to formally arrange this and advise your Mortgage Lender that we will be acting for you in the Purchase.

You are also advised to instruct any surveys or structural reports at this point.

3. The Estate Agent will issue a Memorandum of Sale to all parties giving details of the property, Purchase price and their legal representatives.

## Stage 2 – Legal Contract Pack

1 – 2 Weeks

1. Once we have received the Memorandum of Sale from the Estate Agents we can then write to the Sellers Solicitors confirming that we are acting for you in the Purchase and also request the Legal Contract Pack which will contain a copy of the Land Registry documentation along with the protocol forms which will consist of the Fixtures and Fittings Form, Property Information Form and if a Leasehold Property, the Leasehold Information Form.

**Please note** that it should take the Sellers Solicitors between 1 – 2 Weeks to put together the Legal Contract Pack.

## Stage 3 – Reviewing the Legal Contract Pack

2 – 4 Weeks

1. Once we receive the Legal Contract Pack from the Sellers Solicitors, we can then request any searches required such as Local Search, Drainage Search, Coal Search, etc.

**Please note** that searches take on average 2 – 3 weeks to arrive back once payment has been taken from you.

2. Once we have received the results of the searches, we will then start our review of the Legal Contract pack and will raise any pre-contract enquiries with the Sellers Solicitors that are unique to the property or its situation. The enquiries are raised to help ensure that the property is legally safe for you to buy.

We will also provide you with a report on the Property which will include a copy of the Land Registry Documents and Protocol Forms. You should expect to receive a report within 2 weeks of the search results being received by us.

## Stage 4 – Pre-Contract Enquiries

2 – 4 Weeks

1. Once the Sellers Solicitors receive the Pre-Contract Enquiries, they will review them and assess what enquiries, if any, they will need to reply to and which the Sellers will need to deal with.

If the property is Leasehold then the Solicitors will need to contact the Landlord/Managing Agents to obtain a Leasehold Pack which will contain details of Service Charges, future works etc.

2. Once we have received the replies to the Pre-Contract Enquiries from the Sellers Solicitors, we will review them and provide to you a further report which will include a copy of the replies.

**Please note**, depending on the nature of the Purchase and the Sellers replies to the Pre-contract Enquiries we may choose/need to raise more than one set of Pre-Contract Enquiries with the Sellers Solicitors. Some Enquiries may also require the Sellers Solicitors to contact 3<sup>rd</sup> Parties such as Management Companies, Landlords or Local Authorities which can increase the time it takes to complete this stage.

3. Once we are satisfied with the replies to Pre-Contract Enquiries, we will then notify you that these are satisfactory.

## Stage 5 – Mortgage Offer, Documents for Signature and Completion Statement

1 Week

1. If you are purchasing with the aid of a Mortgage, then we will receive a copy of the Mortgage Offer from the Mortgage Lender. Once this has been received, we will then review the Mortgage Offer and deal with any mortgage conditions at this point.
2. Along with the Mortgage Report we will usually forward to you all the Documents for Signature which will include the Contract.

**Please note** that we may receive the mortgage offer before the review of the Legal Contract Pack is completed. If this is the case, then we will forward the Mortgage Report to you only and the Documents for Signature will follow at a future date.

## Stage 6 – Setting a Completion Date and Exchanging Contracts

1. Once we are satisfied with the Legal Contract Pack, replies to the Pre-Contract Enquiries and the search results we can then discuss any proposed completion date(s) with you and ensure that it ties in with any related Sale you may have. At this stage you may want to discuss the dates via the estate agents.
2. Once a completion Date has been agreed you will then need to send to us the Deposit funds (10% of the Purchase Price).
3. Once we know the Completion Date and have received the Deposit funds, we can then complete the “**exchange contracts**” by telephone with the Sellers Solicitors. At this point the contract is binding on both sides, there is a **fixed completion date** that must be adhered to by both sides or penalties will be charged against the defaulting party.
4. From the point of Exchange of Contracts, you must put in place Buildings Insurance.
5. The solicitors for each side will confirm the exchange by sending the duplicate signed contracts to each other so each holds a duplicate signed by the other party to the transaction. The deposit is also arranged at this point.
6. We will then request the Mortgage Advance from your Mortgage Lender (if any) and any Balance from you that is required to complete the Purchase.

**Please note** that we will need any balance monies from you at least 1 working day prior to the Completion Date. The Mortgage Advance will also arrive with us 1 working day prior to the Completion Date. This ensures that there are no delays on the day of completion.

## Stage 7 – Completion Day

1. On the day of completion, we will send the Purchase Monies to the Sellers solicitor by bank transfer. If you have a related Sale, then we will have to await the monies to arrive from your Buyers Solicitors first.
2. Once the monies are received, the Sellers Solicitors will confirm receipt and legal completion is conducted by telephone between the solicitors
3. Once the solicitors have confirmed completion has taken place the keys are handed over to you. This is normally via the Estate Agents.

**We suggest 12PM as a good target time. Most completions take place in the afternoon from 12PM until 4PM especially if it's a Friday which is the busiest day. Completion times do vary due to banking delays and delays in the chain as money is passed from buyer to seller up the chain.**

## Stage 8 – Registration of the Property

1. Following completion, we will attend to registration with the Land Registry to put the property into your name and register any mortgage against the property. The registration process can take between 1 – 6 weeks to be completed at the Land Registry depending on the type of application being made and its complexity.
2. Once completed, we will forward a copy of the completed registration and any guarantees and certificates received from the Sellers. We will then close our file.

# Frequently asked Questions

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## General Questions

### How long will it take?

There is no set time frame to the conveyancing process. In our experience from the date the Buyer's Solicitor is in receipt of the initial Contract paperwork it will take a standard residential transaction 6 to 10 weeks to complete. Each conveyancing transaction is different and will progress based on the individual circumstances of the Seller, Buyer and the property being sold. Until all legal matters have been resolved your Conveyancer will not be able to provide accurate advice on timeframes as they will be dependent upon third parties (whom we have no direct control over) providing us with the necessary information. We would recommend that completion dates are only discussed once we confirm to you that all legal matters have been resolved. We provide this recommendation based on our experience that the Conveyancing process can become very frustrating and unnecessarily stressful for all parties involved if unrealistic completion timeframes are discussed.

### What is the time period between Exchange of Contract and the Completion Date?

Again, there is no set time frame. The period in between Exchange of Contracts and the Completion Date will very much depend upon the individual circumstances of the Seller and Buyer. It is usual for there to be a period of least 5 working days to allow each party sufficient time to arrange removals and to provide the Buyer's mortgage company (if any) adequate notice to release the mortgage funds.

### I am currently renting. When should I provide notice to my Landlord?

Until Exchange of Contracts is achieved there is no legally binding agreement in existence between the Seller and Buyer. It is for this reason we strongly recommend that notice is only provided to your Landlord once Exchange of Contracts is achieved. If you hand in your notice prior to Exchange of Contracts, you run the risk of making yourself homeless if the purchase takes longer than expected or if the transaction does not proceed for any reason.

### Who can I speak to about my transaction?

Details of your Conveyancer and their direct email and telephone number will be contained in the top left-hand corner of all letters that we send out to you. Your Conveyancer will be supported by their Conveyancing Assistant(s) who will be able to help should your Conveyancer not be available.

### When can I expect a reply to an email?

We aim to respond to emails within one working day of receipt. If the content of your email is short and a quick response can be provided, then we would expect to provide a reply swiftly and within our target of one working day. If your email contains queries or content that requires careful consideration, then the recipient will respond giving you an estimate of when you can expect to receive a complete reply.

### When can I expect RMNJ to deal with correspondence received from other parties?

Each day your Conveyancer will receive numerous letters, faxes and emails. The nature and content of the correspondence will vary greatly. Some correspondence will require a quick acknowledgement and other correspondence will require careful consideration to allow appropriate action to be taken. Due to the importance of your transaction correspondence has to be dealt with in a diligent and careful manner which often means that it cannot be dealt with instantly upon receipt. Your Conveyancer will need to allocate time in their working day in order to undertake the necessary review of correspondence received on your transaction. We aim to deal with all correspondence as soon as it is practically and diligently possible.

## Payment Questions

### Do I need to make any payments up front?

We do not require payment to cover our legal fees up front. If you are purchasing a property, we will need to apply for the necessary searches. Payment is required to cover the cost of the Searches. The Search providers require payment before they will provide the Search results. The cost of the Searches should be included in the quotation we have sent to you. We will contact you by phone when payment is required so that the Searches can be applied for.

### When do I pay your fees?

We require payment of our legal fees prior to the completion date. After exchange of contracts has been achieved, we will send to you a completion statement which will provide a full breakdown of the balance funds required from you.

### When do I pay my deposit?

If you are purchasing a property, then in order for exchange of contracts to take place we must hold deposit funds from you. When all of the legal matters have been resolved your Conveyancer will request that you transfer deposit funds to us. Under the terms of the Contract it is usual that the deposit paid is 10% of the purchase price unless negotiated downwards.

### How should I pay the deposit to you?

We would recommend that you make payment by same day (CHAPS or Faster Payment) or 3-day (BACS) bank transfer.

We cannot accept cash payments and do not accept personal cheques, nor do we accept building society cheques or bankers drafts.

Our quoted fees include the administration cost of receiving one payment of the full balance due from you. If you elect to make a number of separate bank transfers or if the balance arrives from different accounts, we will charge an administration fee of £10.00 +VAT per instalment after the first payment received from you.

### Can RMNJ accept payments from anyone else on my behalf?

Due to Money Laundering Regulations we cannot accept payment from third parties (which includes members of your family, friends or business associates). We can only accept payment from a bank account registered in your name.

### When do I pay stamp duty?

Stamp duty needs to be paid on the day of completion. We will send payment to the Inland Revenue on your behalf. The amount payable for stamp duty will be included in the completion statement that we send to you.

### When do my mortgage payments start?

We are not in control of when your mortgage payments will start. We would recommend that you contact your mortgage lender after exchange of contracts has been achieved and a completion date set. Your mortgage lender will then be able to confirm when the first payment will be taken

## Completion Questions

### What happens after exchange of contracts?

After exchange of contracts we will send to you a completion statement detailing the balance of funds required from you. You will need to ensure that the balance funds arrive in our account at least one working day before the completion date. We will submit a request to your mortgage lender (if any) for the mortgage funds to be sent to us to arrive one working day before the completion date. It is unlikely that you will need to sign any further paperwork.

### What happens on the day of completion?

On the morning of the completion date we will send via same day (CHAPS) transfer the purchase funds to the Seller's Solicitor. Once the Seller's Solicitor receives the funds, they should contact the estate agents to advise that the keys can be released. The estate agent should then call you to confirm the keys are available for collection. The Seller's Solicitors should then call us to confirm that the funds have been received. Upon receipt of this confirmation we will call you to confirm that your purchase has completed.

### What time will completion take place on the completion date?

Completion will officially take place once the purchase funds arrive in the Seller's Solicitors account. We cannot guarantee exactly what time that will be as we are dependent upon the banking system processing the payment. On average from the time the funds have been transmitted by the Buyer's Solicitors bank it will take 2 hours to arrive in the Seller's Solicitors account. Completion is also dependent upon the Seller moving out of the property. The contractual time for the property to be vacated is usually 1pm.

### What happens to the keys on the completion date?

Once the Seller has vacated the property the keys should be handed over to the estate agents and available for the Buyer to collect once the purchase funds have been received by the Seller's Solicitor.

# Terms and Conditions of Service and Information

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## RMNJ Solicitors

### OUR AIM

We aim to offer our clients quality legal advice with a personal service at a fair cost. We set out in this statement the basis on which we will provide our professional services.

### OUR COMMITMENT TO YOU

We will: -

REPRESENT your interests keep your business confidential

GIVE INDEPENDENT legal advice

KEEP YOU informed of progress as and when necessary

AVOID using technical legal language when writing to you

DEAL with any queries you may wish to raise on any aspect of the transaction

### OUR SERVICE

The normal hours of opening at our offices are between 9.00 a.m. and 5.00 p.m. on weekdays. Telephone coverage is provided during this period.

How long will your conveyance take to complete? We aim to achieve completion within 6-10 weeks from issuing the contract papers on sale transactions and completion within 6-10 weeks from receipt of the contract papers from the seller's solicitors on purchase transactions. Expedited work can be undertaken by prior arrangement. This can shorten the process but increases the cost. Often conveyancing progress is held up by matters outside our control in which case the time limits shown do not apply. We aim to complete straightforward remortgage transactions within 10 working days of receipt of mortgage offer at this office.

We are specialist conveyancing solicitors. We undertake conveyancing using systems that generate standard letters and automate certain processes that help keep costs down and boost efficiency. You may therefore receive more than one letter on the same day dealing with different aspects of your sale purchase or remortgage.

We will contact you when we need information or to give you information. It will not generally be necessary for you to contact us unless you have a change of circumstances. Our systems are geared to take your transaction forward without the need for you to call us.

Our conveyancing service is so structured that you will not need to visit us. Everything can be done by post and telephone etc. However, RMNJ has its offices in Birkenhead with close road and rail communication available if you wish to visit us for any reason. Please make an appointment to ensure that the person you want to see is available.

### PEOPLE RESPONSIBLE FOR YOUR WORK

We will notify you in writing of the person[s] allocated to conduct your Conveyancing and give you direct contact details. We will try to avoid changing the people who handle your work but if this cannot be avoided, we will tell you promptly of any permanent change. Sometimes certain work processes will be carried out by someone other than the named person allocated to your case, where this results in greater efficiency. Also if the person dealing with your case is off work for any reason we will ensure that someone else progresses your case in that person's absence.

The partner of this firm with final responsibility for work done in this department is David Pontin.

### CHARGES, EXPENSES AND THE COMPLETION DATE

In Conveyancing transactions, we will provide you with a quotation for our expected legal fees and anticipated disbursements [monies we pay out on your behalf]. Our quotation will not include any costs payable to the Landlord/Managing agents on Leasehold transactions or Management Companies on Freehold transactions, if applicable, as they will be unknown at the time we issue the quotation. On sale transactions, when a Sales Pack is required from the Landlord/Managing Agents or Freehold Management Company they may charge between £100-£500 to produce the pack. On purchase transactions, the Landlord/Managing Agents or Freehold Management Company may charge between £100-£500 to accept you as the new owner. If you have a query regarding your quotation, please contact our New Business Department on 0151 666 8765. In addition, we have menu pricing for certain types of additional work, details are attached.



Our Conveyancing charges, including the menu charges, are designed so far as possible to enable clients to budget for their legal services and not receive an unexpected bill at the end. The menu charges are appended to these terms and conditions for your reference. The menu charges are a guide to the cost of certain types of work that we are asked to do.

If your transaction fails and completion is not achieved, then you will be charged a fair proportion of our quoted legal fee based on the amount of work we have done for you.

If we are acting on the sale of property for you, we will need to obtain a redemption figure from the current lender if there is one, and lenders usually make a charge for this, which will be added to the mortgage debt. We may need to obtain more than one mortgage redemption figure as the figures given are time limited. We will not make any additional charge for obtaining the figures, but your lender might. If your lender has your title deeds, they may also make a charge for producing the title deeds. If you have a query, please contact your lender direct about the charge to be levied. If you are selling a leasehold property we will be obliged to obtain information from the freeholder and/or the management company for which a charge will be made by the freeholder and management company, we have no control over this or the amount charged for producing the information.

Your acceptance of our terms and conditions is your authority to us to obtain your title deeds and obtain redemption figures as necessary from your lender.

Conveyancing involves a lot of administration which is common to all cases. We can predict the likely time this will take, and our quoted costs are framed accordingly. This does not enable us to give a fixed price quote for an unlimited amount of work. If your conveyancing throws up additional work or a problem such as a defect in the title or you require an additional service, for example a Lease Extension or Deed of Trust, additional charges will be incurred. So far as possible the additional services are provided for in our menu pricing information appended to these terms and conditions.

You should not need to contact us other than when we ask for instructions or information as our standard procedures are designed to provide you with all the information and explanation necessary about the transaction. Our quoted conveyancing costs provide for up to 15 minutes of the caseworker's time dealing taking instructions and providing information. If you require more detailed information or raise numerous or complex queries, we will be pleased to respond by telephone email or letter, but this will attract an additional charge in accordance with our hourly rate prevailing at the time.

Solicitors have to pay out various other expenses on behalf of clients for search fees registration fees and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT is payable on certain expenses. We refer to such payments generally as "disbursements". There are now stiff penalties imposed by H M Revenue and Customs if Stamp Duty Land Tax procedures are not followed within strict time limits. We will require the Stamp Duty Land Tax monies [if any] and the properly completed Stamp Duty Land Tax forms which we will provide, to be in our hands before completion. If your transaction does not complete for any reason, we will charge you for the money we have paid out on your behalf and also we reserve the right to make a reasonable charge for the work done.

Please be aware that if we exchange contracts on your behalf in a sale or purchase a "completion date" will be set at that time with your agreement and your failure to complete the transaction on the agreed day will result in interest and other penalties which may include rescission of the contract as well as additional legal costs. It is therefore vital that you instruct us to exchange contracts and agree the completion date in the certain knowledge that you have the necessary finance and other arrangements in place to complete the transaction on the agreed day. If the proximity of completion date and exchange of contracts is close or especially if it is to be the same day, be aware that you may suffer loss and inconvenience if the transaction does not go ahead as planned for reasons that may be outside of our control.

## PAYMENT ARRANGEMENTS

To cover our disbursement payments, we will ask you for a payment on account at the start of the transaction. This will be accounted for on completion. We will send you a completion statement where appropriate and your bill. To keep our costs to a minimum we require cleared funds in settlement of our fees before the day of completion.

Increasingly clients are asking us to receive payments of substantial sums by way of several payments. Our quoted fees include the administration cost of receiving incoming payments from you as requested by us. If you elect to pay us by bank transfers in smaller amounts or from different accounts when we ask for payments, we will charge an administration fee of £10 plus VAT after the first payment.

In any case where payment of our fees is not made on the day of completion Interest will be charged on a daily basis at 4% over Barclays Bank Plc's base rate from time to time from the date of the bill in cases where payment is not made on completion or within 28 days of delivery by us of the bill.

We can accept payment by Debit or Credit Card at this office, by telephone or in person. There is no charge for payments received by Debit card. Also, there is no charge for payments received by Credit card for monies paid on account to fund searches or RMNJ's no completion no fee option payment.

Owing to regulations imposed on us by our regulatory body we can only draw against cleared funds; we require 7 working days from receipt of a cheque to allow clearance through the banking system.

Stopped or "bounced" cheques will incur an administration charge of £35.25 plus any bank charges paid by us for each time the cheque is returned to the bank.

### **INTEREST PAYMENT**

Any money received on your behalf will be held in our Client Account. Interest on monies held will be calculated and paid to you at the rate from time to time payable on Barclays Plc's Designated Client Accounts when it is fair and reasonable to do so in all the circumstances. The period for which interest will be paid will normally run from the date (s) on which funds are received by us until the date (s) of issue of any cheque (s) from our Client Account. Please note that the rate we can obtain on our client account from the bank may not be competitive with interest rates obtainable for investors. Also, if we are required to process an interest payment this will incur a cost of £20.00 plus VAT. Accordingly only net interest exceeding £20.00 plus VAT will be payable to you.

### **FINANCIAL SERVICES**

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we may carry on insurance mediation activity, which is broadly the 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 Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at [www.fca.gov.uk/register](http://www.fca.gov.uk/register)

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services Act 2012. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman is the independent complaints-handling arm of the Law Society. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of those bodies.

### **CLIENT MONEY**

Client money will be held in a client bank account with Barclays Bank plc. RMNJ accepts and deals with client money in accordance with the requirements of the Solicitors Regulation Authority. In the event of the default of Barclays Bank plc regarding monies deposited with them on your behalf by RMNJ, no liability for the bank's default is accepted by RMNJ.

### **FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)**

In the event of a banking failure it is unlikely that RMNJ would be held liable for any losses of client account money.

We currently hold our client account funds in Barclays Bank plc. The £85,000 Financial Services Compensation Scheme (FSCS) limit will apply to each individual client so if you hold other personal monies yourself in the same bank as our client account, the limit remains £85,000 in total, so it may be advisable to check with your own bank as some banks now trade under different trading names.

However, with effect from 3rd July 2015, the FSCS will provide a £1 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at [www.fscs.org.uk](http://www.fscs.org.uk)

In the event of a bank failure you agree to us disclosing details to the FSCS.

### **STORAGE OF PAPERS AND DOCUMENTS**

After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. We will then keep your file of papers in storage for 6 years without charge after conclusion of your case. All files are presently sent to an offsite archive facility. At the end of the 6-year period we will arrange for the file to be destroyed at our expense. If you wish to keep your file personally, you may collect your file from the office at any time by prior appointment during the 6-year period. We will not contact you again before taking this action. [Note if your property is subject to a mortgage, we will not be able to release the file to you without the consent of your lender.]

If we retrieve papers or documents from offsite storage or copy documents for you, we will make a reasonable charge for so doing. We may make a charge based on time spent plus disbursements for producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with your instructions, at the rates then prevailing for the Fee Earner concerned.

Please note that instead of the above arrangements it may be that your file will be scanned and stored digitally whereupon the original paperwork will be destroyed.

### DEEDS WILLS AND OTHER SECURITIES

We will not destroy deeds, wills and other securities, which you ask us to hold in safe custody. No charge will be made for such storage unless prior notice in writing is given to you at your last known address of a charge to be made from a future date which may be specified in that notice. We will however make a reasonable retrieval charge and recover from you the cost of any postage incurred.

### TERMINATION

You may terminate your instructions to us in writing at any time, but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing work and / or incurring charges and expenses on your behalf, you must tell us this clearly in writing.

If we decide to stop acting for you, we will tell you the reason and give you notice in writing.

Under the Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013 for non-business instructions, you have the right to withdraw, without charge, within 14 days of the date on which you asked us to act for you if you did not give us instructions to act in person at our office. However, if we start work with your consent within that period, you lose the right to withdraw without charge for the work undertaken up to the point of withdrawal of your instructions. Your acceptance of these terms and conditions of business will signal your instructions to us to start work. If you wish to withdraw instructions, at any time you should give notice by telephone, email or letter to the person named as responsible for your work.

### LIMITED COMPANIES

When accepting instructions to act on behalf of a limited company, we may require a Director and / or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out earlier.

### COMMUNICATION

Methods of communication: We welcome written communication and if you need to telephone us whenever possible you will speak to the person dealing with your case. If that is not possible his or her assistant will help. If no one is available, we will get back to you. Email can be very useful in certain circumstances but if possible, we would ask you to use email only by arrangement with the person dealing with your case. In regular transactions email should not be required, indeed you should not need to write to us other than to return documents sent to you for signature or to respond to enquiries or requests for confirmation we send to you during the course of the transaction.

Unless you instruct us in writing to the contrary, we may communicate with others by email or fax but cannot be responsible for the security of such correspondence. Please note that we may need to virus check disks and email.

The Data protection Act requires us to advise you that your particulars are held on our database. We may, from time to time, send you information which we think might be of interest to you by post telephone or email. Please contact us if you do not wish to receive this information. Please note that we will not share your contact details with any other organisation.

Our aim is to offer all of our clients an efficient and effective service at all times. We hope that you will be pleased with the work we do for you. However, should there be any aspect of our service with which you are unhappy, please raise your concern in the first place with the person dealing with your case. If those queries or concerns are not answered, please contact our practice manager Lianne Millen based at our Hamilton Square office. [Telephone 0151 647 0000]. If you are not satisfied with our handling of your complaint you have the right to complain to the Legal Ombudsman PO box 6806, Wolverhampton WV1 9WJ.

Where your mortgage has been arranged by a broker, we will update the broker as to the progress of the matter and by agreeing to our Terms and Conditions of business you consent to the release of this information.

## MONEY LAUNDERING

The government has imposed anti money laundering rules on banks building societies and the professions etc. We are by these rules obliged to have sight of specified identification documents. We will ask for evidence of identity [ID] and/or carry out an ID check via a credit reference agency with your consent early in your transaction and we will return original documents swiftly. Also, we may be obliged to ask about the source of funds used to provide balance purchase price etc. if these come other than from a known source such as a UK main clearing bank.

## APPLICATION OF TERMS AND CONDITIONS OF BUSINESS

Unless otherwise agreed and subject to the application of then current hourly rates, these Terms and Conditions of Business shall apply to any future instructions given by you to this firm unless amended by prior notice.

## REFERRAL FEES: THE SOLICITORS REGULATION AUTHORITY CODE OF CONDUCT 2011

If you have been recommended to RMNJ by a financial advisor or other third party defined by the above Code ["the Code"] as an "introducer," RMNJ will pay a fee to the introducer on completion of the transaction. This payment is defined under the Code as a "referral fee". It also amounts to what the code defines as a "financial arrangement" between us and the introducer. The payment made is a contribution by us to the introducer's administration overheads and to pay them for marketing our firm's services to you and completing initial information forms which we provide.

We will not disclose confidential information provided to us by you to the introducer unless you consent. If we are also acting for your lender or the introducer in the transaction and for some reason a conflict of interests arises between you and the lender/introducer in accordance with the Code, we may be obliged to cease acting for you.

## COMMISSIONS etc

The Code requires us to account to you for any discounts or commissions etc we receive, because unless you agree to the contrary the commissions received by us belong to you. In cases where legal indemnity insurance is required due to our discovering a defect in the title, the insurers we instruct will pay us a commission of 15% of the fees charged for the policy. We propose to retain this because we will not make any charge for arranging the insurance, and we would otherwise be obliged to make an administration charge for that service which is outside the range of our normal package price. In accordance with the Code, if you require us to account to you for the discount received [if any] and commission paid on local searches or indemnity insurances we will of course comply but in such event, we will need to make an equivalent uplift in our quoted legal fees plus VAT.

## PROFESSIONAL INDEMNITY INSURANCE

Details of our Professional Indemnity Insurance are available for inspection at our office at 63 Hamilton Square, Birkenhead CH41 5JF.

## EQUAL TREATMENT / EQUALITY & DIVERSITY

Consistent with our internal policies and procedures, we will not discriminate in the way we provide our Services on the grounds of age, disability, gender re-assignment, marriage and civil partnerships, pregnancy and maternity, race (including colour, nationality [including citizenship] ethnic or national origins), religion or belief, sex, sexual orientation.

## CRIMINAL FINANCES ACT 2017

We are committed to promoting compliance with the requirements of the Criminal Finances Act 2017 within our practices as well as in those areas in which it has influence.

We do not tolerate tax evasion, or the facilitation thereof in any circumstances, whether committed by or facilitated by a client, personnel or associated persons/companies.

## DATA PROTECTION

### **Data Protection Privacy Notice**

#### **How we use your data**

RMNJ is registered as a Data Controller with the Information Commissioners Office. We will use the information that you give us to provide you with legal services, according to your instructions. We will keep your information confidential and will only use it for the purpose for which it was provided or as we are legally obliged to do so in response to a complaint or regulatory investigation.

## **Disclosure of information**

We may need to disclose your information to quality assurance auditors for the purposes of their assessment of whether we are adhering to professional quality standards. Any such disclosure will be strictly controlled and for the sole purpose of ensuring that our handling of your matter meets the requirements of the quality standard. We may need to disclose your information to other third parties. This may include barristers, and other specialists whom with your consent we instruct to assist us with your matter. We will also disclose your information if required to do so by the Legal Ombudsman should you complain to them about our service and if required to do so by the Solicitors Regulation Authority. When making any disclosure we will always take care to ensure that your information remains confidential and safe.

## **Your Rights**

You have rights under the General Data Protection Regulation, and these include the right to be informed what information we hold about you (it is most likely that the information we hold will have been provided by you). If you believe that the information, we hold is wrong or out of date, please let us know.

## **How long will we hold your data?**

We will only hold your information for as long as necessary to provide you with legal services and then for only so long as we are required either contractually or under our regulatory obligations. This will not be more than six years after the end of your transaction. After this time, we will confidentially destroy all information that we hold about you other than your name, address and date of birth which we will be obliged to continue to hold for the purposes of ensuring that we never act for another client where doing so would conflict with our obligations of confidentiality to you.

## **Acceptance**

The information we hold and the circumstances in which we disclose information about you are essential to allow us to function as your solicitors. Accordingly, should you choose to decline acceptance of our Data Protection Policy, regrettably we will be unable to act for you and must immediately close your file and delete any personal information we hold about you.

## **Important Notice Pursuant to Solicitors Regulation Authority Code of Conduct 2011**

We endeavour to provide our clients with an excellent service and in the unusual event that you find the need to complain we shall deal with your complaint promptly, fairly and efficiently in accordance with a procedure which provides you with effective safeguards. A copy of our written procedure is available upon request.

The investigation of a complaint should be completed within eight weeks (more detailed timescales are set out in our written procedure).

If you are dissatisfied with the outcome of your complaint you have a right to complain to the Legal Ombudsman PO Box 6806, Wolverhampton WV1 9WJ .You may do so after the completion of our complaints procedure (provided we do not delay) and within 6 months of our final letter to you otherwise they may not be able to deal with your complaint.

There may be a right to object to our bill by applying to the Court for an assessment of the bill under Part III Solicitors Act 1974.The Legal Ombudsman may not be able to deal with a complaint about a bill if you have applied to the Court for such an assessment.

**RMNJ Solicitors**  
63 Hamilton Square  
Birkenhead  
Wirral  
Merseyside  
CH41 5JF

Telephone: 0151 647 0000

Conveyancing Fax: 0151 666 8755 or 0151 666 8757

General E-Mail: [partners@rmnj.co.uk](mailto:partners@rmnj.co.uk) –

WEB: [www.rmnj.co.uk](http://www.rmnj.co.uk)

# RMNJ Additional Services Fees Menu

**NOTE:** The quotation you have received covers the work required for us to deal with a standard conveyancing transaction based upon the information that we have been supplied with.

Below is our menu pricing to give you details of our costs for additional services that are only applicable to non-standard transactions and/or bespoke requirements.

The prices shown here are based on our experience of the price that each item will cost to enable us to deliver the service you require. Individual cases may be, or may become, complex and require review

Administrative Services and General		Cost ex VAT
1.	Retrieving File from archive facility after completion	£35.00
2.	Receiving copy of file	£50.00
3.	Duplicating all correspondence in sale: estranged co -owners	£125.00
4.	Payment into RMNJ by instalments [applies after the first payment, per instalment]	£10.00
5.	Electronic ID check	£15.00
6.	Special Delivery of postal packet to client in place of ordinary post	£15.00
7.	Retention of funds to cover excess service charge [leasehold sale transaction]	£125.00
8.	Retention clause in Contract to cover excess service charges and dealing with recovery of retention funds [leasehold purchase transaction]	£250.00
9.	Bank Transfer of Funds	£40.00
10.	Probate Minimum charge [thereafter at £175.00 per hour]	£495.00
11.	Personal attendances giving advice answering queries letter/email/phone/in person per hour	£165.00
12.	Auction purchase paper review whether proceeds or not [payable in advance]	£250.00
13.	Solar Panels [sale or purchase transaction]	£325.00
14.	Reporting Gifted Deposit to Lender	£75.00
15.	Help to Buy ISA Bonus Application [per application]	£50.00
16.	Sale or Purchase transaction subject to an existing tenancy	£195.00
17.	Land Registry Fee on purchases for First Registration, New Build and New Leases will double from the quoted fee as they cannot be submitted via the Land Registry's electronic portal.	
Deeds and Documents [excludes mortgage related deeds]		Cost ex VAT
1.	Transfer of Equity in conjunction with Remortgage	£225.00
2.	Transfer of equity acting for party coming off title	£225.00
3.	Transfer of Equity not in conjunction with mortgage	£295.00
4.	Declaration of Solvency	£75.00
5.	Statutory Declaration	£175.00
6.	Deed of Trust [from]	£200.00
Expedition Fees [non refundable payable in advance]		Cost ex VAT
1.	Exchange within 28 days	£295.00
Company		Cost ex VAT
1.	Acting for a Company [sale or purchase residential property transaction]	£195.00
2.	Company Remortgage or Purchase with a Mortgage using mainstream mortgage lender with RMNJ acting for lender [from]	£350.00
3.	Company Remortgage or Purchase with a Mortgage using non-mainstream mortgage lender with RMNJ acting for lender [from]	£595.00
4.	Company Remortgage or Purchase with a Mortgage and lender separately represented [from]	£1,500.00

Mortgages		Cost ex VAT
1.	Deed of Postponement	£200.00
2.	Long Service award armed forces	£175.00
3.	Key Workers Loans	£225.00
4.	Bankruptcy related work [remortgage]	£200.00
5.	Equity Release Mortgage	£650.00
6.	Debts to be discharged as condition of Mortgage [each debt]	£175.00
7.	Lender separately represented	£350.00
8.	Redemption of second charge, cautions and restrictions	£175.00
9.	Private mortgage [from]	£350.00
10.	Homebuy scheme/shared equity schemes	£325.00
11.	Paragon Mortgages or Magellan Home Loans	£350.00
12.	Repaying of Equity Loan on Original Government Help to Buy Scheme	£275.00
13.	New Build property and Help to Buy Scheme	£495.00
14.	Bridging Finance/non-mainstream mortgage lender [from]	£395.00
Freehold Property		Cost ex VAT
1.	First Registration freehold	£250.00
2.	New Build freehold property	£325.00
3.	Deal with freehold Management Company requirements [where maintenance charge is levied and collected by a Company]	£225.00
4.	Right to Buy freehold property	£175.00
Leasehold Property		Cost ex VAT
1.	New Build leasehold property	£325.00
2.	New Lease of existing/newly converted flat [i.e. not a newly built flat]	£325.00
3.	Purchase of Freehold pre-agreed with Landlord [per flat]	£395.00
4.	Purchase of Freehold of a leasehold house	£295.00
5.	Acquire share of Freehold as condition of leasehold purchase	£195.00
6.	Transfer share of Freehold as condition of leasehold sale	£195.00
7.	Additional Lease of garage/parking space as condition of leasehold purchase	£225.00
8.	Deal with Lease Extension pre-agreed with Landlord as condition of leasehold sale or purchase	£495.00
9.	Deal with Section 42 Notice [drafting, serving and/or approving] as part of statutory lease extension process	£450.00
10.	Deal with conditional Contract and Deed of Assignment as part of statutory lease extension process as condition of leasehold sale or purchase	£395.00
11.	Lease extension statutory process after service of Section 42 Notice	£695.00
12.	Application to Leasehold Valuation Tribunal as part of statutory lease extension process per hour	£165.00
13.	Lease extension pre- agreed with Landlord [not linked to sale or purchase of property]	£795.00
14.	Shared ownership/Housing Association property	£325.00
15.	Right to Buy leasehold property	£175.00