

Guide to Remortgaging and Additional Services

Valid from 13th December 2019

PUBLIC VIEW VERSION

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Identity [ID] Requirements

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 3rd 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 3rd party

If the above 2 options are not suitable (i.e. you are currently living abroad) then we can accept certified ID by a 3rd 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 3rd Party may charge a fee for certifying your ID.

If you opt to have your ID certified by a 3rd 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

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 payments 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.



PLEASE BE CYBER AWARE!

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 £50.00.

Please transfer £50.00 to our bank details above, which we use to put towards your legal fees and Land Registry disbursements.

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.

Guide to a Remortgage Transaction

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

You will see that we mention approximate timescales throughout this guide. Please note that as each Remortgage 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 Remortgage

1 – 2 Weeks

1. Once you have agreed your mortgage with the new Lender then you will need to instruct us to act on your behalf.

Either you or your financial advisor will need to notify the New Lender that we are your appointed Solicitors.
2. When we receive your instruction, we will send to you our Remortgage Checklist & Instruction Form.
3. Once you have completed and returned the Instruction Form, we will obtain a copy of the Property Register from the Land Registry and request a redemption figure(s) from your Existing Lender(s).
4. If your property is Leasehold, then we will contact the Landlord/Managing Agents with our Standard Questionnaire to be completed. Please note that most Landlords/Managing Agents will charge a fee for providing this information. On average it will take a further 3 to 4 weeks for the completed Questionnaire to be received from the Landlord/Managing Agents once payment has been received.

Stage 2 – Review of Mortgage Offer from New Lender

1 – 2 Weeks

1. Once we have received a copy of the mortgage offer from your New Lender, we will review it.
2. When we have completed our review, we will send to you our Report together with the Documents to Sign, which will include a Funds Payment Form that will allow you to indicate when you want to complete your Remortgage transaction. If you have an Early Repayment Charge on your existing mortgage, then you may wish to authorise completion to take place after expiry of that date.
3. The mortgage offer will detail any Special Conditions that your New Lender will want to be satisfied before they are willing to release the mortgage funds, e.g. production of a damp & timber report or building regulation certificate for an extension. We will notify you of any Special Conditions that are required. If there are any, then the progress of the transaction will very much depend upon how long it takes to obtain the necessary information and satisfy the New Lender.

Stage 3 – Receipt of Documents to Sign & Setting a Completion Date

1 – 2 Weeks

1. Once you have returned your Documents to Sign, we will first check that they have been signed and completed correctly. Then we will check that all Special Conditions set by your New Lender have been satisfied and that we hold redemption figure(s) from your Existing Lender(s). If your property is Leasehold, then we will check that we have received satisfactory replies from the Landlord/Managing Agent to our Standard Questionnaire.
2. If we have received all that we need then we submit a request to your New Lender to release the mortgage funds and set a Completion Date.

Stage 4 – Completion Day

1. On the Completion Date we will receive the mortgage funds from your New Lender by bank transfer. We will then redeem the mortgage(s) with your Existing Lender(s) and pay any balance due to you by the method you have chosen on the Funds Payment Form.
2. We will apply to the Land Registry to register your new mortgage against the property and remove the mortgage(s) that we have paid off. Once we receive the updated Property Register, we will send that to you and your Remortgage transaction will be concluded.

Local Authority Search or Search Indemnity Insurance?

The quote we have provided to you includes the cost of obtaining Search Indemnity Insurance instead of a full Local Authority Search.

Generally, we recommend Search Indemnity Insurance for Remortgage cases.

This guide explains about Local Authority Searches and Search Indemnity Insurance and allows you to select a full Local Authority Search at additional cost if you so wish. (In some cases, your new mortgage lender will insist on a Local Authority Search being obtained at your expense. We will let you know if that situation arises.)

After reading this form through and making your decision, simply complete the Remortgage Checklist & Instruction Form with your selection clearly marked and we will do the rest.

Local Authority Search

What is it?

We send a standard form with a comprehensive list of questions addressed to the Local Authority. We ask about 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, is it in a conservation area, subject to a tree preservation order, smoke control order, improvement grants - and so on.

What the Local Authority search doesn't 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 remortgage. Before completing your remortgage be satisfied that there is nothing in the locality which will adversely affect your use, occupation or enjoyment of the property.

Search Indemnity Insurance

What does it do?

The insurance would financially protect you and your new lender against adverse entries revealed by a Local Authority Search covered by the policy. If, after the completion of your remortgage, an adverse matter is discovered which would otherwise have been revealed if a Local Authority Search had been undertaken before the date of completion, the policy of insurance would provide cover for the following;

- A reduction in value of the property, caused by the adverse matter.
- The amount of a financial charge registered against the property.
- Costs and expenses (which must receive prior agreement by the Insurer).

It will not, however, be able to reverse any decision or order already registered against the property by the Local Authority.

Benefit of Search Indemnity Insurance

The benefit of obtaining indemnity insurance is that it is less expensive than a Local Authority Search and is included in our quotation. There is no delay incurred by having to wait for the search results to be delivered by the Local Authority. The insurance is obtained instantaneously on the day of completion. If you elect for a Local Authority Search the cost varies, please ask for details but expect to pay £100-£300 extra.

Information we are obliged to Provide

By Law and by the requirements of the Solicitor's regulation Authority, we have to provide you with certain advice and information which is set out below. If you have any query about this please ask before completion of your remortgage.

Please note that we will be paid a commission of 15% of the premium of the search insurance by the insurance provider, which by solicitor's professional rules belongs to the client. However to keep the costs down, we propose to keep this commission in lieu of making any charge for setting up the policy for you.

To comply with regulations concerning the sale of insurance we provide notes and information about the policy we propose for you.

RMNJ Solicitors: Arranging Indemnity Insurance in Conveyancing cases

INSURANCE MEDIATION ACTIVITIES

For information about mediation activities and a formal definition visit <http://fsahandbook.info/FSA/> As conveyancing solicitors we occasionally have to recommend insurance policies related to your conveyancing transaction, usually where there is a defect in the title to the property you are buying or selling or in lieu of a Local Search. These are called indemnity policies.

The policies are one off payments of a single premium. The premium payable depends on the risk involved which is assessed by the insurer or their agent based on information given about the situation by us to them. This involvement by us in arranging insurance for some sales and purchases makes us responsible to make certain information available to you.

1. FINANCIAL SERVICES

We are not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services 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 Services website at www.fsa.gov.uk/register.

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Complaints Service 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.

2. DISCLOSURE OF INFORMATION

We have to advise you about the action we have taken in selecting the insurance provider.

We do not make any analysis of rival insurance products before making a recommendation.

We are not contractually obliged to conduct insurance mediation or to place insurance with any one or more "insurance undertaking".

The insurance undertaking we use for conveyancing indemnity insurance is "Isis". We will provide more information about them if you wish in writing, or you can visit their web site: <http://www.isisconveyancing.co.uk/>

Terms and Conditions of Service and Information

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

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

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 –

WEB: 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

Remortgage Checklist & Instruction Form

This Checklist & Instruction Form will provide us with your instructions for identification and any other additional services you may require. The form can be returned by post or scanned and emailed to us; our contact details are shown in the covering letter.

Please be sure to read the accompanying Guide to Remortgage before completing this Form and place a tick in the appropriate box to confirm your selection.

1. Your Remortgage Details

Address of the property being remortgaged _____

Reference _____

(find in the top left corner of our covering letter)

2. Identification

Please refer to page 2 of the Guide to Remortgaging

- a. I/We opt for an electronic ID check(s) and enclose a copy of the ID
- b. I/We enclose our original ID. Please return this by Royal Mail Special Delivery
- c. I/We enclose our original ID. Please return this by Royal Mail 1st Class
- d. I/We enclose our ID certified by an approved 3rd Party
- e. I/We have already provided ID to RMNJ

3. Bank Details

Please refer to page 3 of the Guide to Remortgaging

As detailed in our Guide, we will NEVER provide you with our bank details by email and will NEVER email you to say our bank details have changed.

Please provide a mobile number so that we may provide our bank details to you via text message;

Mobile Number: _____

4. Test Payment

Please refer to the bottom of page 3 of the Guide to Remortgaging

- I/We have sent a test payment in the sum of £50.00 to RMNJ via bank transfer

5. Existing Mortgage Details

Please provide the following details about your existing Mortgage Lender (if applicable);

Existing Lender Name: _____

Account Number: _____

Early Repayment Charge Payable? Yes Expiry Date: _____
 No

Do you want to complete **after** the Early Repayment Charge expiry date? Yes
 No

6. Searches

Please refer to page 6 of the Guide to Remortgaging

- a. Please obtain a Full Local Authority Search I/We will pay the additional Cost

- b. Please rely on Search Indemnity Insurance

7. Leasehold Information

If the property being remortgaged is Leasehold, please provide us with the following information;

Details of person/company who collects the Ground Rent

Name: _____

Address: _____

Phone number: _____

Details of person/company who collects the Service Charge

Name: _____

Address: _____

Phone number: _____

8. Your Account Details

Occasionally after completion there may be a small balance of funds due back to you. Please can you provide your bank details so that we can return any such funds to you.

Bank Name: _____

Sort Code: _____

Account Number: _____

Name on Account: _____

9. Additional Comments

Please note here any additional comments or details of other service required:

Data Protection Privacy Notice

How we use your data

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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 (the statutory body that regulates solicitors). 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.

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Acceptance

By signing this Instruction Form you accept our Data Protection Policy. 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.

Signature

We confirm that we have read and understood the Guide to Remortgaging, the Data Protection Policy and agree for RMNJ to act on the instructions on this form.

Please check the form then sign here and return it to RMNJ solicitors along with the documents above

Client 1 Name: _____ Signature: _____ Date _____

Client 2 Name: _____ Signature: _____ Date _____

Client 3 Name: _____ Signature: _____ Date _____

Client 4 Name: _____ Signature: _____ Date _____