Terms and Conditions

Service Information

"Our service proposition is "no move, no legal fee". If your sale and purchase does not proceed to exchange, you will not have to pay any legal fees for the work we have undertaken for you. You will still be responsible for any payments made to third parties on your behalf including searches during the course of the transaction. We provide the legal work required to transfer the legal ownership of the property from you to your Buyer (on a sale) or from the Seller to you (on a purchase). If there is a mortgage involved on your transaction, there will be legal work to be undertaken on behalf of the lender, and the lender will expect you to meet our additional fees on this.

Once we know the details of your proposed transaction, we will provide you with a full written illustration of the legal fees and anticipated third party costs available. If you request or require additional legal services during your transaction, these will be offered, where possible, on a transparent, fixed fee basis.

We provide an update service seven days a week, Monday to Friday 9am to 7pm, Saturday 9.30am to 4.30pm and Sunday 10am to 3.30pm. There is no need to visit our office during your transaction.

It is difficult to estimate likely time scales as each transaction is unique, but you should anticipate between 3-5 months. It may be more or less depending on the chain and the complexity of the transaction

Initially, you will be looked after by our New Business team, as we confirm your requirements, and once a sale is agreed, you will be allocated to a Case Handler, with the relevant experience to handle your transaction and your unique requirements. Conveyancing Direct employ a selection of Conveyancers, FILEX and Solicitors, who also supervise our Case Handlers who have each been certified to have the relevant competence to handle the relevant transaction types. Once a sale is agreed, the contact details of your allocated Case Handler will be confirmed in writing to you, together with the details of their supervisor, should you wish to escalate any concern.

You do have a choice of provider and do not have to use Conveyancing Direct.

Price Information

"Our legal fees are offered on a "no move, no legal fee" basis. If your sale and purchase does not proceed to exchange, you will not have to pay any legal fees for the work we have undertaken for you. You will still be responsible for any payments made to third parties on your behalf including searches during the course of the transaction.

Once we know the details of your proposed transaction, we will provide you with a full written illustration of the legal fees and anticipated third party costs available. The amount of legal fees and payments to third parties illustrated in our estimate will only be varied in the following specific circumstances:

- If you fail to complete after exchange of contracts an additional charge will be made dependant on the amount of additional work involved.
- If you fail to provide full or correct information at time of instruction or your requirements change.
- If there is a mortgage involved on your transaction, there will be legal work to be undertaken on behalf of the lender, and the lender will expect you to meet our additional legal fees that we incur, to fulfil their instructions.
- Where additional legal services are requested or required, we endeavour to offer these on a fixed fee basis - these will be transparently set out in our Menu of Additional Services, or we will agree a fee with you.
- Government determines Land Registry fees and Stamp Duty and these, together with the cost of local authority and other searches are subject to change. These items will be charged at the rates in force at the time of the search, registration or completion.
- VAT will be charged at the rate in force at the time of completion.
- All electronic money transfers will be subject to a charge, as detailed in our Illustration of Fees.
- Where you are selling a property which is subject to a mortgage and/or a secured loan, we will redeem the amount(s) owing by electronic money transfer.
- Any Stamp Duty Land Tax payable will be settled via electronic money transfer direct to HM Revenue & Customs.
- If you apply for a mortgage from a lender which instructs LMS or Smoove as Conveyancing Panel Manager to issue their mortgage offer to us through a secure portal they will make an additional charge to you. This will be a maximum of £35 & VAT and will be shown on our final invoice to you.
- We will receive a payment averaging £74 from Countrywide Surveying Services or Connells Survey & Valuation Ltd for submitting your request for a valuation or survey if you proceed with their services.
- We will receive a payment averaging £60 from Redstone Wills for submitting your request for a Will if you proceed with their service.

If the property you are buying is leasehold you will be responsible for the payment of Ground Rent and Service Charges on the property during your ownership. We will provide you with as much information as we can with regard to the service charge. Estimates for services charges for the future are usually based on previous accounts and should not be taken as definitive indication of future service charge costs. If you have any further enquiries in this regard, you should make enquiries directly with the management company.

Every effort is made to ensure our Illustration of Fees is correct. There may be times when errors are made and Conveyancing Direct reserves the right to inform you of such errors and charge the correct amount, particularly in respect of third-party disbursements.

Working with our Introducers

We work with a number of leading Estate Agents across the Connells Group who support us in a variety of ways, for instance, marketing our services, assisting you in completion of our paperwork throughout the transaction, on occasion they may act as our agent in verifying identity in person, sales progression throughout the transaction and on purchases, collecting payment for searches. In return for this support, we pay a variable fee to these Estate Agents, based on the tasks that they support us with, and the average fee paid is £704. This amount is paid by ourselves upon completion and is not an additional cost to you.

Anti-Money Laundering (AML)

To comply with AML regulations, to prevent fraud and for your security, it is your responsibility to enable us to:

- Verify your Identity. This can be done remotely by using our enhanced electronic ID Verification tools. You are required to supply a copy of a valid passport or UK photo ID driving licence and an original utility bill or bank/ building society statement less than three months old, for each client, showing names and addresses as they appear on the application form for verification purposes.
- Alternatively, the ID documents referenced above can be certified by a Solicitor, Estate Agent involved in the transaction or at a Bank and sent to us for review (if you do not have a passport or photo ID driving licence please telephone us to discuss available alternatives).

We must carry out an online identity check to validate the identity and residence documents provided for each client and screen for AML Warnings. Conveyancing Direct has an obligation to report any suspicious activity and will not be able to inform the client or other parties to the transaction when such a situation has arisen.

Interest Payments

Conveyancing Direct Ltd will hold money on your behalf in our client account which may accrue interest. It is the policy of Conveyancing Direct to pay interest upon your request to you on money held on your behalf if the total accrued interest exceeds £50. No interest will be paid to you if the total accrued interest is below £50 due to administrative costs. The rate of interest paid is at the discretion of Conveyancing Direct Ltd. You will not earn as much interest as if you had your own investment. We will not pay interest to you where you have delayed the payment

Your Conveyancing

Conveyancing Direct Ltd will carry out your conveyancing transaction according to your instructions, subject to the Council for Licensed Conveyancers rules and to any relevant statutes or regulations.

Once instructed, Conveyancing Direct Ltd will represent you in your conveyancing transaction until you advise us in writing that you do not wish us to continue, or until we write and advise you that we will no longer represent you, which we may do at our discretion.

To help us deliver our conveyancing service, we use a third party online portal. We recommend this as the most convenient way for you to review and complete your legal documents, and to see your transaction progress. The fee for the use of the customer portal can be found in your fee illustration. If you would prefer not to complete your documentation via a portal, please let us know.

It is standard practice to commence work as soon as we have received your signed application form, confirming your requirements. If searches are required on your transaction, and you have provided us with money on account, we will order these at the earliest opportunity unless you instruct us otherwise Money spent on third party payments including searches is not refundable if your purchase does not complete and will be deducted from any refund due to you

Conveyancing files for purchase or remortgage transactions will be kept for 15 years, sale transaction files will be kept for 6 years, and files that do not complete will be kept for 5 years after our last contact with you. After this time, unless we receive your instructions to the contrary, the file may be destroyed.

Completion Dates

On a sale or purchase, until contracts have been exchanged, the completion date is not fixed for definite and the agreement to sell or buy a property is not binding.

You will need to have buildings insurance in place to enable you to exchange contracts.

Throughout your transaction, up to the stage of exchange of contracts, we may discuss with you tentative completion dates in readiness for exchange of contracts. Until you hear from us with confirmation that we have exchanged contracts, you must not take any dates as final confirmation of the completion date.

As soon as we have exchanged contracts we will telephone and/or write to you to confirm that exchange has taken place and the completion date agreed. Until this time we would advise against making firm arrangements to physically move, which is why we also suggest you allow enough time between exchange of contracts and completion to organise removals etc. and allow us to put in hand arrangements to complete.

Professional Liability Insurance

We have the benefit of professional liability insurance in respect of conveyancing services provided in England and Wales with Lloyds & Company Insurers who may be contacted through their brokers Howden, One Creechurch Place London EC3A 5AF.

If you make a valid claim against us for a loss arising out of work for which we are legally responsible, and we are unable to meet our liability in full, you may be entitled to claim from the Compensation Fund administered by the Council for Licensed Conveyancers (from whom details can be obtained).

Complaints and Regulatory Information

Our teams have been designed with your convenience in mind and our aim is to provide an efficient and responsive service. If you think there is a problem, please let us know at once so that we can put it right for you as quickly as possible. If your team cannot resolve your complaint over the telephone please refer to our Complaints Procedure, a copy of which can be found at www.conveyancingdirect.net. If, after 8 weeks, you feel that your complaint has not reached a satisfactory conclusion, you should contact the Legal Ombudsman, PO Box 6167, Slough, SL1 0EH or via https://www.legalombudsman.org.uk/make-a-complaint/. Complaints to the Legal Ombudsman must be made within 6 months of our written full response to the complaint and within 12 months of the complainant discovering a problem.

For conduct related issues please contact Council for Licensed Conveyancers, WeWork, 120 Moorgate, London, EC2M 6UR. Tel: 020 3859 0904 or submit the CLC-Complaint-Form-2024.pdf to complaints@clc-uk.org

Acting as Ancillary Insurance Intermediaries

This firm is not authorised by the Financial Conduct Authority. However, we are included in the register maintained by the Financial Conduct Authority so that we can carry on Insurance Distribution Activities, which is broadly advising on, selling and administration of insurance contracts. This part of our business is regulated by the Council for Licensed Conveyancers, and arrangements for complaints or redress if something goes wrong are subject to the jurisdiction of the Legal Ombudsman www.legalombudsman.org.uk. The register can be accessed via the Financial Conduct Authority website https://register.fca.org.uk

Confidentiality

We will not normally discuss your case with anyone who telephones on your behalf unless we have your written authority to do so. This is to protect your confidentiality and security and, for the same reason, we may record telephone calls.

By signing your Questionnaire or Confirmation of Requirements you give us authority to discuss with and give details of your case to lenders, estate agents and other parties necessary to your transaction including mixed data for joint clients, unless you revoke this authority in writing.

In the interest of maintaining high quality service and compliance with defined service standards, we may allow work providers to inspect our files by way of an audit. Auditors will only be allowed access to files introduced to us by their respective organisation.

As lawyers, we are under a general professional and legal obligation to keep your affairs private. However, we are required, by current legislation, to make a report to the National Crime Agency (NCA) where we know or suspect that a transaction involves Money Laundering or Terrorist Financing. By instructing us to act on your behalf in accordance with these terms of engagement you give us irrevocable authority to make a disclosure to NCA if we consider it appropriate. You agree that this authority overrides any confidentiality or entitlement to legal professional privilege. We shall be unable to tell you if we have made a report.

Funds

You will be provided with a completion statement showing the balance, either due to yourself after completion or required from you for completion. Any and all sums shown as due on the completion statement must be received into our account as cleared funds no later than the day before completion unless otherwise agreed with us. Any charges incurred, as a result of the payment method will be at your expense. Please be aware that all payments in excess of £5,000 must be made by telegraphic transfer directly to our bank account.

Unless otherwise agreed, in writing, you will be personally responsible for the settlement of any and all fees, VAT and third-party payments and expenses incurred on your behalf.

Conveyancing Direct Ltd disclaims any liability for client money lost through default of our bank. Please note that to ensure that there are no delays to completion it is our policy to request mortgage funds the day before completion, this means that you will pay an additional day's interest on your mortgage.

UK General Data Protection Regulation (UKGDPR)

We take our responsibilities regarding your personal data very seriously. For further information please refer to our Privacy Notice, accessible from the home page of our website www.conveyancingdirect.net and our Transparency Notice.

Building Safety Act 2022 (the "BSA") - Limited Retainer

The BSA is part of the building safety legislation that was introduced in the wake of the 2017 Grenfell Tower disaster. It applies to any self-contained building or part of a building which contains at least two dwellings and is at least 11 metres high or has at least five storeys.

For leasehold property, we will ask you whether you are aware of the status of the building for the purposes of the BSA and ask you to confirm this to us in writing. The BSA may have effect and apply to some leases in some buildings in connection with some remediation work for some defects.

Unless specifically agreed by us in writing in an addendum to these terms and conditions, please note that we are unable to advise on issues in relation to the BSA regarding your transaction and any such advice is excluded from our retainer.

What this means for you is that, unless agreed otherwise, we cannot advise on properties in buildings that, for the purposes of the BSA:

- are in scope of the BSA (i.e. over 11 metres or five storeys or more in height); or
- are a 'Higher Risk' building (i.e. over 18 metres or seven storeys or more in height); or
- have a developer's remediation contract in place; or
- are subject to the benefit of the Building Safety Fund; or
- are subject to the benefit of any leaseholder protections.

We are not able to advise in relation to the physical structure of buildings or fire safety issues (on which specialist building survey advice should be obtained) and we cannot advise in relation to the height of buildings and therefore cannot advise definitively on the specific provisions in the BSA that may apply to a property.

Climate Change Risks

Please be aware that climate change presents risks which may impact the Property and your ownership, including but not limited to physical risks (such as flooding, subsidence, or extreme weather), transitional risks (such as new regulations or building standards), and legal liabilities. You are advised to obtain independent, specialist advice from a suitably qualified expert (such as a surveyor) to fully understand the nature and implications of any risks identified in a climate risk search. We are not environmental specialists and are not qualified to provide technical advice or an interpretation of the physical, practical, or financial consequences of any climate-related risks, therefore by agreeing to the terms and conditions you accept that you will have no recourse against us for any losses related to climate risk.

Conveyancing Direct *is the trading name of Conveyancing Direct Ltd which is regulated by the Council for Licensed Conveyancers to provide conveyancing services. Company Registration No. 04152278. A list of the Directors and Authorised Persons can be obtained from the registered office. Registered Office: Windmill Road, St Leonards-on-Sea, East Sussex, TN38 9BY.*