

Please return to:

**DYER and CROWE**

(Regulated by the Council for Licensed Conveyancers to provide conveyancing services).

Licensed Conveyancers

22 Duke Street, Chelmsford, Essex CM1 1HL

Tel: (01245) 490272 Fax: (01245) 346844

**PERSONAL INFORMATION** (complete as applicable)

Title : .....  
First Name : .....  
Middle Name(s) : .....  
Surname : .....  
DOB : .....  
N.I Number : .....  
Contact number(s) : .....  
Email : .....  
Postal Address : .....  
.....  
.....  
.....

Title : .....  
First Name : .....  
Middle Name(s) : .....  
Surname : .....  
DOB : .....  
N.I Number : .....  
Contact number(s) : .....  
Email : .....  
Postal Address : .....  
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Title : .....  
First Name : .....  
Middle Name(s) : .....  
Surname : .....  
DOB : .....  
N.I Number : .....  
Contact number(s) : .....  
Email : .....  
Postal Address : .....  
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**TRANSACTION INFORMATION**

**The Property you are Re-mortgaging**

(please tick)

(If not applicable strike through)

**Freehold**

**Leasehold**

**Address of the property** : .....

**What is the estimated Value of the property?** : **£**

**If there is a/are mortgage(s):-**

(Complete as applicable, if any more than 1 please provide the same details on additional sheet)

**Lender Name and Address** : .....

**Account/Roll/Reference Number** : .....

**Approximate sum outstanding** : **£**

**Who is the New Lender** : .....

(if applicable)

**Is this to be a BUY TO LET Mortgage** : **YES** **NO** (please tick)

PLEASE SUPPLY ALL DEEDS/PLANNING DOCUMENTS IN RESPECT OF THE PROPERTY

**TRANSFER OF EQUITY**

(If not applicable strike through)

**Freehold**

**Leasehold**

(please tick)

**Who currently owns the Property** : .....

**Who will own the Property after the Transfer:** .....

**Address of Property** : .....

**Is any money being paid?** : **£**

**If there is a/are mortgage(s):-**

(Complete as applicable, if any more than 2 please advise)

**Lender Name and Address** : .....

**Account/Roll/Reference Number** : .....

**Approximate outstanding** : **£**

**If the existing mortgage is to remain;  
do you have the Lenders consent to the Transfer?:** **YES** **No** (please tick)

**Do you require Mortgage finance** : **YES** **NO** (please tick)

**If yes how much** : **£**

**If known who is the Lender** : .....

**ONLY IF A REMORTGAGE- PLEASE ANSWER THE FOLLOWING:-**

**1. Disputes**

- A. Are you aware of any disputes concerning this or neighbouring property?
- B. Have you received or made any complaints about the property or any of your neighbours?

**2. Notices**

Have you either sent or received any written notice which relates to or affect the property or any neighbouring property in any way?

**3. Guarantees**

- A. Are you aware of any guarantees or warranties benefiting the property or any part of it. If so please send them to us
- B. If so, has any claim been made?

**4. Services**

- A. Does the property have main service of Gas, Electric, Water, Drainage and Sewerage?
- B. Are you aware of any agreement relating to such service which is not with the Title Deeds of the property?

**5. Rights**

Are you aware of any arrangements which give someone else any rights over the property?

**6. Occupiers**

- A. Please give the name and ages (if under 18) of anybody other than yourselves who reside at the property.

- B. Please confirm that any such occupier will consent in writing to the remortgage if applicable.
- C. If the occupier is a Tenant, please supply the Tenancy Agreement.

## 7. Restrictions

Have you ever received any notice of breach of any restriction which may affect the title to your property?

## 8. Planning

- A. Have you during your ownership carried out any structural building work on the property?
- B. Have you carried out any non-structural work which has required building regulation approval.
- C. If so please provide details:
- D. Are you aware of any structural building work On the property since its original construction
- E. If so supply details:
- F. Have any replacement windows and/or doors Or roof lights or similar been replaced at the Property since 1<sup>st</sup> April 2002.
- G. If so supply FENSA Certificate
- H. Please supply any Planning or other Consents obtained in respect of all such works.

## 9. General

- A. Has the property ever flooded during your Ownership? If so supply details
- B. Have you ever made an insurance claim on the property? If so supply details.

- C. So far as you are aware has the property ever suffered from subsidence or other structural defect.
- D. Have any electrical works been carried out on The property since 1<sup>st</sup> January 2005?
- E. Have any gas installations been made to the Property since 1<sup>st</sup> April 2005. If so please supply The appropriate Corgi/Gas Safety Installation Certificates in respect of such work.
- F. Have you or to your knowledge any previous owner of the property obtained any loan or grant under The Green Deal scheme or anything similar for improvements or works to the property.
- G. Does the property have any solar panels installed? If so please supply all paperwork in connection therewith.
- H. Do you know of any substance or growth in on or Around the property which has been identified as detrimental to the structure or fabric of the property or its continued as a private dwelling.
- I. Please confirm all and any variations or changes to the replies given on this form will be notified to Dyer and Crowe prior to completion as soon as they become known.
- J. Does the property have any decking area and if so when was it installed? If installed since 1<sup>st</sup> October 2008 was planning permission and/or building regulation approval required.
- K. Has any hard standing been laid or created at the property since 1<sup>st</sup> October 2008? If so was planning permission and/or building regulation approval required.

10 You are required to disclose at the time of registration a number of interests affecting the property which are not necessarily apparent in the deeds and documents of title. Please can you disclose any such matters with as much detail as you can provide at this stage: -

A. Is the property subject to any short term tenancies or leases (less than 7 years)

B. Is the property subject to rights that are not referred to in the deeds? For example rights of way; rights of access; rights of support or shelter etc (easements). the property may also be subject to rights for others to have access to the property. For example to remove game, or for fishing or for some other rights of a similar type. If so please provide full details.

C. Is the property subject to:

1. Mining rights; or

2. Customary rights (ancient rights enjoyed by members of the local community or for a particular class of the community)

3. If you are aware or suspect that such rights might affect this property, please provide any details you can, including the nature of the rights and who has the benefit of them

D. Is the property subject to any of the following: -

1. Franchises – e.g. the right to hold a market on the property; or

2. Manorial rights – rights that arise because the property was once held from the Lord of the Manor e.g. rights of grazing to remove mines and minerals, and similar though less usual rights; or

3. Crown rents – payment due to the crown; or

4. Non-statutory rights in respect of embankments or sea walls; or

5. Rights to payment in lieu of tithe. Give full details

## TERMS OF ENGAGEMENT

1. This form is registered for Value Added Tax and therefore all fees and taxable disbursements will have V.A.T. added. We subscribe to National Land Information Service; their additional fee up to £25.00 may be added when such service is used. When funds are telegraphically transmitted by a bank to complete a purchase or redeem a mortgage or at your request a charge of £30.00 plus VAT will be made on each occasion.
2. It is your responsibility to ensure that adequate finance (in the form of cleared funds) is made available to us to comply with the financial requirements of a transaction and to pay all fees and disbursements in accordance with the terms below.
3. If you are to receive a mortgage advance then it is your responsibility to comply with the terms and any special conditions of the offer document issued to you by the intended mortgage lender. In particular, you should be aware of any financial implications of any deductions, retentions, redemption penalties or interest payable upon early repayment. If you experience any difficulty in understanding the terms of your mortgage offer, please discuss them with us. Otherwise, we will assume that the offer is acceptable to you.
4. Our fees as estimated will only be varied in certain circumstances. Variation may occur if the value of a transaction or the nature of the work undertaken by us differs from that upon which the fee estimate is based. If the amount of time, work or skill required for the proper conduct of your transaction is significantly more than initially expected or if the matter requires expedition, you will be advised of any extra fees at that time. Our fee estimate will include normal disbursements (i.e. payments made to others by us on your behalf) such as Searches, Stamp Duty and Land Registry fees. It is not, however, always possible to foresee all disbursements that may arise during a transaction but these, together with any minor disbursements that may apply will be detailed to you in our financial statement or invoice for professional fees.
5. If a transaction, for any reason, does not continue to completion then we will make a charge for the work done even if the transaction should subsequently complete with another party. Any such charge will represent the amount of actual work done by us based upon a proportion of the estimate fee subject to a maximum of £300.00 plus VAT for each abortive transaction and your acceptance of these terms will be an agreement to pay such charges, plus any disbursements incurred.
6. All mortgage lenders have specific legal work they need done, in either granting or repaying a mortgage. All mortgage lenders require the borrower to be responsible for the lender's fees for such work. If your lender instructs us to act for them at the same time as acting for you, our fee estimate will specify any lender's legal fees payable by you. If your mortgagee lender requires another firm other than this firm for its legal work, then you will be responsible for any charges made by that firm, whose charges will be separate from and in addition to ours.
7. Conveyancing transactions can normally only be financed using funds cleared for banking purposes. Accordingly, all deposits, completion money and any other sums payable by you and requiring to be cleared to enable us either to exchange Contracts for you or to complete a transaction on a particular date must be received by us by a date advised to you. If payment is to be made by cheque, this will normally be by noon on the fifth working day before the date the cleared funds are required. If you should provide funds after the specified time or date or make payment in a form other than advised, then we will not be liable for any delay or consequential loss in dealing with the matter dependent upon cleared funds for so long as your funds remain un-cleared.
8. Before completion of any transaction which involves the repayment of any mortgage or charge secured on a property, you must ensure that any repayment figure supplied to you by us shows your total indebtedness to the lender, including (if applicable) all early repayment interest and penalties. If such figure does not contain all such penalties then you must advise us of this as soon as the repayment figure is supplied to you. We cannot be held responsible for any claim made by your lender in this regard whether made before or after completion.
9. It is standard practice for legal fees and disbursements to be deducted by us at legal completion from the funds held on behalf of the client. If there is insufficient money held to permit this, we may be under a professional duty to expend practice funds in making certain payments (e.g. Stamp Duty or VAT). In the event of late payment by you of money requested by us on account of legal fees, disbursement and VAT and for which a financial statement has been provided by us, then interest may be charged at the rate of 2% per calendar month, or part thereof, (compounded monthly) from the date of legal completion until the outstanding sum is received by us and becomes cleared funds.
10. Any saving in the Land Registration Fee charged due to Dyer and Crowe submitting the Application through the online portal will form part of Dyer and Crowes Legal Fee for dealing with the matter.
11. Unless it is agreed to the contrary in writing, we shall not be required to open any special deposit accounts or account to you for any interest which accrues or ought to accrue on any money received by us for or on your behalf and if you have been recommended by us by an estate agent mortgage adviser or similar you accept that a payment may be made by us to such referrer up to a maximum of twenty per cent of the total profit costs payable by you for such referral and your acceptance of these terms shall be an arrangement to this effect and an acceptance thereof.
12. Unless it is agreed to the contrary in writing by this firm, should you instruct us to complete the transaction and specify a completion date less than ten days after the exchange of Contracts, then we will not be liable for any consequential loss arising from completion being delayed beyond the specified completion date, provided we have used all reasonable professional skill in attempting to complete on the specified date.

13. We are specialist property lawyers qualified to advise you upon relevant law. You must consult other appropriately qualified professionals for advice on non-legal matters such as the structural condition of a property and, in particular, any alterations or additions made to the original construction or its market value as we are not qualified to give specific advice on such matters and cannot be liable therefore. Any statutory or other consents or approvals relating to the property and/or any improvement or alteration made to it or anything included in the sale of the property to you must be verified by you or your surveyor as we are not qualified to say if any such are correct or adequate for the purpose.

14. To assist the efficient progress of a transaction and to minimise costs you agree (i) to provide us with written confirmation of any significant variation from your original instructions and (ii) to respond promptly in writing to any request for instructions you may receive from us.

15. Unless we have written instructions from you to the contrary we shall accept instructions from either of you and deem them to be instructions from both or all of you.

16. We are obliged by law to obtain satisfactory evidence of your identity and address. At the outset of the transaction this will be requested from you and we will be unable to proceed with the transaction to exchange of contracts until this has been provided. As your Lawyers we are under a general professional and legal obligation to keep your affairs private but by law we must make a report to the Serious Organised Crime Agency (or its successors) when we know or suspect that a transaction involves money laundering or terrorist financing. Accordingly you hereby give us irrevocable authority to make any such disclosure if we consider it appropriate. You agree and acknowledge that this authority overrides any confidentiality or entitlement to legal professional privilege, as we shall be unable to tell you if we have made a report.

17. Any liability to pay Stamp Duty Land Tax on the transaction will usually be paid on your behalf by us online with the facility available to that end with Inland Revenue at an additional £5.00, which will be added to the amount of Stamp Duty when collected from you. You hereby give us irrevocable authority on your behalf to complete and sign the necessary SDLT Return Form and supply any prudent and necessary information to Inland Revenue in connection with and for the purposes of paying the Stamp Duty on the Transaction. You will supply all information requested by us in this respect upon demand.

18. In the unlikely event that you have any cause for complaint of the service given by this firm it should first of all be made to the person having the day-to-day conduct of your transaction. Upon receipt of any complaint you will be supplied with a copy of the Dyer and Crowe Complaints procedure explaining the procedure and the options available to you. If you are dissatisfied with the response received the matter may be referred to a partner in this firm whereupon such complaint will be investigated under the firm's standard procedures and you will be promptly notified of the outcome. We are obliged to advise you that if you make a claim against our firm for a loss arising out of work for which we are legally responsible and we are unable to meet that liability in full you are entitled to claim from the compensation Fund administered by the Council for Licensed Conveyancers.

19. You confirm that you are aware that this firm may act for the other party in this transaction and confirm that you have no objection and you understand and agreed that in the event of a conflict of interest arising in that respect this firm will forthwith cease to act for both parties and you will be instructed by this firm to seek independent legal advice.

20. You authorise this firm to correspond and communicate by email in all circumstances that is considered appropriate and confirm that you have no objection to this.

21. You confirm consent to the retention, destruction or copying of our Conveyancing file or files by this firm at our discretion subject to the requirements of the Council for Licensed Conveyancers.

22. You acknowledge that you have received the Dyer & Crowe Conveyancing Handbook and have read and accept the advice contained therein. It is agreed that the consents of the said Handbook are incorporated into and form part of these Terms of Engagement.

**I/WE enclose a cheque/completed payment by card form for £250.00 in part payment of costs and disbursements and instruct you in accordance with your terms of engagement overleaf which I/WE confirm I/WE have read and accept.**

**SIGNED (Where more than one, all clients must sign)**

.....  
**DATED**  
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