

OUR REF:

DYER AND CROWE
SALE and/or PURCHASE
TRANSACTION INFORMATION INSTRUCTION
FORM

PERSONAL INFORMATION

Please complete in Ink using BLOCK CAPITALS

	Client 1	Client 2
Title
First Name
Middle Name
Surname
D.O.B
N.I. Number
Contact Numbers		
Home
Mobile
Email Address (only provide if you are happy for us to correspond by email)
Postal Address		
<hr/>	<hr/>	<hr/>
How long have you lived at this address?		
Years	<input type="text"/>	Years <input type="text"/>
Months	<input type="text"/>	Months <input type="text"/>
Occupation

IF THERE ARE MORE THAN TWO OF YOU PLEASE PROVIDE THE SAME INFORMATION FOR THE OTHERS

SALE — If you are not selling ignore this section and proceed to page 4

<p>Is the Property:- (tick as appropriate)</p>	<p>Freehold <input type="checkbox"/></p> <p>Leasehold <input type="checkbox"/></p> <p>Shared Ownership <input type="checkbox"/></p> <p>HTB/Similar Scheme <input type="checkbox"/></p>
<p>Address of the property</p>	
<p>The selling price is</p> <p>The selling price of any fixture and fittings is</p>	<p>£.....</p> <p>£.....</p>
<p>Mortgages/Secured Loans:-(Complete as applicable, if any more than 2 please advise)</p>	
<p>Lender Name and Address</p>	
<p>Account/Roll/Reference Number</p>	
<p>Approximate Amount Outstanding</p>	<p>£.....</p>
<p>Lender Name and Address</p>	
<p>Account/Roll/Reference Number</p>	
<p>Approximate outstanding</p>	<p>£.....</p>
<p>The Estate Agents are (please provide contact details)</p>	
<p>If there are no agents the Name of the Buyer(s)/their solicitor are</p>	
<p>Is the property sold subject to a tenancy agreement</p> <p>Or</p> <p>Is there currently a Tenant in the property that is due to vacate before completion</p>	<p>LEAVE BLANK IF NOT APPLICABLE</p> <p><input type="checkbox"/> <i>Tick as applicable</i></p> <p><input type="checkbox"/> When will the tenant vacate:</p>

PURCHASE

The Property is	Freehold <input type="checkbox"/> Leasehold <input type="checkbox"/> Shared Ownership <input type="checkbox"/> HTB/Similar Scheme <input type="checkbox"/>
Address of Property	
What is the Purchases Price?	£.....
The price for any fixture and fittings is	£.....
Who are the Estate Agents? (If this is a private sale please provide sellers Solicitors details – we will require this information)	
Do you require Mortgage finance	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, how much?	£.....
Who is the Lender? Leave blank if not known	
If you are selling and buying please advise as to whether you need these transactions to take place together	Yes <input type="checkbox"/> No <input type="checkbox"/>
Are you dependent on another matter in order to proceed i.e divorce/inheritance remortgage etc if so please give full details in the additional information section	

IF YOU ARE RECEIVING MONIES FROM A THIRD PARTY (for example a relative)

Is this a gift or a loan	
Who is making the gift/loan (Full names required)	
Their relationship to you	
Their Address	
The exact amount of the gift/loan	£.....

HOW YOU WISH TO HOLD THE PROPERTY – APPLIES WHERE THERE ARE 2 OR MORE OF YOU

You need to consider in which capacity you wish to hold the property you are to purchase. Where two or more people are to be the owners there are two alternatives open to you. First, the property can be held as ‘beneficial joint tenants’. This means that legally the two or more owners form one legal body and that legal body, i.e. the owners collectively, owns the property. Should one or more of the owners die, then the surviving owners would inherit the property automatically. This ‘passing to survivor’ provision may override any provisions in a Will to the contrary. Although this first capacity is often desirable when joint owners are Husband and Wife, you must give this careful consideration and decide if you want the survivor of you to inherit the property entirely. If you do choose this option, either or any one of you alone can, at a later stage by a simple formal written notice to the other, turn the arrangement in a Tenancy in Common into equal shares but not into unequal shares. (unless agreed by all owners).

The alternative and second capacity is for the property to be held as ‘tenants in common’. This means that in the purchase Deed the extent and precise ownership can be declared. This can be expressed as ‘in equal shares’, i.e. the ownership is 50/50 or, as an uneven share or percentage stated. This capacity means that each owner will always own their declared share so that if one or more owners die, then their share will pass in accordance with any Will provisions or in accordance with the laws of Intestacy. Only the ownership share should be taken into account when any person or body is assessing that person’s wealth.

Do beware if you choose to be Tenants in Common but you do want your co-owner to have your share in the event of death then you **MUST** make a will to that effect otherwise the property share may go to someone else.

Also beware if unequal proportions are agreed, further documentation would normally be required at an additional fee to protect each party’s interest. Please discuss this with me if you require further information.

If there is any doubt whatsoever as to which capacity would suit your particular circumstances then you should discuss this with me. However, if you are able I shall be obliged if you will please give me the following instructions: -

Please indicate ownership capacity (please tick box)

- 1. Please provide for beneficial joint tenants []
- 2. Please provide for tenants in common in equal shares []
- 3. Please provide for tenants in common in the following shares%%

(If more than 2 of you are buying please indicate for all parties)

We will require this information before completion. If your ownership is more complicated and you are considering a Trust Deed please advise us as early as possible.

SDLT INFORMATION REQUEST AND DECLARATION

1. Is the property you are buying:-

- Freehold
- Leasehold

2. Is the Property you are buying:-

- Residential
- Non-residential

If the property is 'non-residential' there is no need to answer any further questions please just sign and date the form.

3. Are you purchasing as an individual?

(Answer 'yes' if you are buying on your own, or you are married/in a civil partnership. Answer 'no' if you are a company or trust)

4. Will this purchase result in you owning two or more properties?

(This includes any properties owned in another country. If you answer 'no' to this question please go to question 6)

5. Is the property now being purchased replacing your main residence?

(If your main residence has not yet been sold answer 'no'. A refund may be available if the previous main residence is sold with 3 years)

If you answered question 5 there is no need to answer any further questions please just sign and date the form.

6. Have you ever owned or part-owned another property?

(We only need to know about residential property, or property that has both residential and non-residential use. This includes freehold property, or leasehold property of at least 21 years.

Answer 'yes' if you either:-

- *Brought a property.*
- *Inherited a property.*
- *Are a beneficiary of a trust that owns a property.)*

If you answered 'yes' to question 6 there is no need to answer any further questions please just sign and date the form. If you answered 'no' to question 6 please answer question 7.

7. Will this property be your main residence?

I/We declare that this information is correct and instruct you to use this information in the calculation and payment of my/our SDLT liability.

SIGN DATE

IDENTIFICATION

Under Money Laundering Regulations we must verify our client's identification. We will need to see you (all of you) in person with either **two original** documents from List A or **one original** document from List A and **two original** documents from List B. If you have any difficulties whatsoever in this regard please advise us as soon as possible.

If you have changed your name please supply evidence of your change of name i.e marriage certificate, Deed Poll etc. We will require the original document to take a certified copy.

If you are buying a retirement property and do not have a passport or driving licence please supply your original birth certificate so we can take a certified copy.

LIST A

- A VALID FULL PASSPORT
- A VALID H M FORCES IDENTITY CARD WITH THE SIGNATORY'S PHOTOGRAPH
- A VALID UK PHOTO CARD DRIVING LICENCE

LIST B

- A CHEQUE GUARANTEE CARD, CREDIT CARD (BEARING THE MASTERCARD OR VISA LOGO) AMERICAN EXPRESS OR DINERS CLUB CARD, DEBIT OR MULTI-FUNCTION CARD (BEARING THE SWITCH OR DELTA LOGO) ISSUED IN THE UK WITH AN ORIGINAL STATEMENT LESS THAN THREE MONTHS OLD
- A FIREARM AND SHOTGUN CERTIFICATE
- A RECEIPTED UTILITY BILL LESS THAN THREE MONTHS OLD
- A COUNCIL TAX BILL LESS THAN THREE MONTHS OLD
- A COUNCIL RENT BOOK SHOWING THE RENT PAID FOR THE LAST THREE MONTHS
- A MORTGAGE STATEMENT FROM ANOTHER LENDER FOR THE MORTGAGE ACCOUNTING YEAR JUST ENDED

ADDITIONAL INFORMATION ON SALE

Are you acting under:-	LEAVE BLANK IF NOT APPLICABLE; OTHERWISE TICK AS APPLICABLE
(a) Power of Attorney	<input type="checkbox"/>
(b) Grant of Probate?	<input type="checkbox"/>
If yes to either we will require the original	

ADDITIONAL INFORMATION ON PURCHASE

Are you acting under:-	LEAVE BLANK IF NOT APPLICABLE; OTHERWISE TICK AS APPLICABLE
Power of Attorney	<input type="checkbox"/>
Grant of Probate?	<input type="checkbox"/>
If yes to either we will require the original	
Desired Completion/Moving Date	
Has a deadline date for Exchange been imposed?	
Has a deadline date for Completion been imposed?	
Will you be occupying the Property from/shortly after Completion?	

FOR BOTH

Desired Completion/Moving Date	
Has a deadline date for Exchange been imposed	
Has a deadline date for Completion been imposed	
Will you be occupying the property you purchase from or shortly after Completion? If not please provide your forwarding address if known at this stage.	
If we will be returning funds to you on completion would you prefer this by cheque (free) or bank transfer (£36.00)?	

ANYTHING TO ADD:-

Please use the space below to advise of anything further you believe we should be aware of; this could include but is not limited to, the property being split over more than one title, indemnity policies, issues that arose on the purchase of the property you are now selling etc. (please make it clear which property you are referring to):-

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. 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. (a) If a Purchase 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 £400.00 plus VAT for each abortive transaction and your acceptance of these terms will be an agreement to pay such charges, plus any disbursements incurred.
(b) Your sale will be on a no sale no fee basis; the fee referred to under this arrangement is the fee payable to Dyer and Crowe only. Any and all disbursements incurred during the course of the transaction will remain payable.
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 mortgage 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 uncleared.
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. (a) 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 (b) 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 £200.00 plus VAT for such referral and your acceptance of these terms shall be an arrangement to this effect and an acceptance thereof. You understand that you have a choice of provider and are not obliged to use Dyer and Crowe. Please advise in writing if you require further details of any referral payment we are making for your instruction, this does not in any way affect the fee we are charging you.

11. 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.

12. 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.

13. 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.

14. 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.

15. (a) 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 National 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. (b) In satisfying our obligations we will carry out an electronic check against your identity documents, this is not a credit check.

16. 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 fee £5.00 plus VAT, 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 and we will rely entirely upon such information and responses you provide for the purposes of submitting the return.

17. 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.(a) Unless it agrees there are good reasons not to do so the Legal Ombudsman will expect you in the first instance to allow us to consider and respond to your complaint in accordance with the procedures set out above. You can refer your complaint to the Legal Ombudsman up to 6 months after you have received our final written response to your complaint (and within 12 months of you discovering a problem). You can also refer your complaint to the Legal Ombudsman if we have not resolved your complaint within 8 weeks after we received it. A complaint can be referred to the Legal Ombudsman up to 6 years from the date of the act or omission or up to 3 years after discovering a problem. The Legal Ombudsman deals with service related complaints only. It will refer any conduct related complaint it receives to the Council for Licensed Conveyancers (b) 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).

18. 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.

19. You authorise this firm to correspond and communicate by email as a preferred method of communication and confirm that you have no objection to this. You are responsible for ensuring the security of any computer you use to communicate with us.

20. You confirm consent to the retention, destruction or copying of our Conveyancing file(s) by this firm at our discretion subject to the requirements of the Council for Licensed Conveyancers. Should you require a copy of your file at a future date we reserve the right to charge a reasonable fee for obtaining the file from storage, copying and forwarding the same to you or someone you appoint to receive the same. Please note we reserve the right to retain sale files for 6 years and purchase files for up to 15 years.

21. 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 instruct you in accordance with your terms of engagement overleaf which I/WE confirm I/WE have read and accept.

Please let us have a payment on account in the sum of £250.00 where both properties are FREEHOLD or £350.00 where one or both properties are LEASEHOLD towards the cost of management packs and other expenses.

Cheque enclosed (made payable to Dyer and Crowe)

Debit card payment (Please see payment by card form enclosed)

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

SIGN

DATE

PAY BY CARD - DO NOT RETURN THIS FORM ELECTRONICALLY

DYER and CROWE are happy to take payment by Debit Card only. If you wish to take advantage of this facility please complete the Card Authority set out hereunder and return whilst we can accept the rest of your instruction form via email this form must not be sent electronically it may be posted alternatively you can contact the office to make payment over the phone or attend and make payment in person.

Transaction Address(es).....

Name as it appears on card.....

Card holders address NO..... **POST CODE**

Card Number

Starts from

/

Expires on

/

Issue Number (if applicable)

3 digit security code

AMOUNT £.....

Please Note

These details will only be used to take money on account of searches at the start of the transaction. Payments may take up to 7 working days to be processed from receipt of this form. It can take up to 3 working days once processed for the payment to clear from your account.

It will be your responsibility to transfer funds for the Exchange deposit and completion. We can NOT take this money from your account.

SIGN

DATE

.....**INTERNAL USE**.....

DATE:

LEDGER NO.

CLIENT NAME

RETURN TO: