

STANDARD TERMS OF ENGAGEMENT

1. Property Transfer Co:Ordination (P.T.C) accepts your instructions in respect of professional legal services in the transaction or matter described in the form of Confirmation of Instructions, on the basis of the fees and costs as specified in the written quotation or estimate which has been given prior to confirmation of instructions.
2. The disbursement costs estimated at the outset of any transaction are those which can reasonably be envisaged prior to receipt or sight of any documentation relating to the transaction and P.T.C reserve the right acting in the best interests of the client to make any additional search or enquiry at additional cost which is deemed necessary in the course of the transaction.
3. P.T.C reserve the right to charge an additional fee if having received initial documentation in relation to the transaction, it is apparent that a matter may require additional work, further time or specialist expertise. In such circumstances however P.T.C undertake to refer such matters to the client as soon as practicable.
4. P.T.C reserve the right to make additional charges for works which cannot be regarded as part of matter/transaction. By way of example but without prejudice to the generality of the class of such work we would refer to such ancillary matter as the preparation of Deeds of Variation of Leases, the preparation of Deeds of Trust, the preparation and swearing of Affidavits or Statutory Declarations, Powers of Attorney, Applications for a Certificate of Lawful Use or other matters connected with Planning and Building Regulation Approval, enquiries as to the ownership of adjoining land etc. All such matters will be referred to the client together with an indication of costs at the time that it is apparent that they are required.
5. All costs and disbursements due in respect of a property transaction, subject to any Search fees or Lender Administration Fee, are payable no later than completion of a transaction.
6. P.T.C **do not** pay interest on any client monies held in the course of the transaction unless by specific arrangement with the client and for periods in excess of Twenty One days.
7. In the event that a particular transaction for which a fixed fee has been quoted, becomes abortive P.T.C reserve the right to make a reasonable charge for works carried out on the file to the date of cancellation. Such charge will generally be based on the hourly charging rate current at that time. Information as to the current charging rate is available on request.
8. Where the client requires completion of a transaction to be less than fourteen days after an exchange of Contracts P.T.C reserve the right to make an additional charge for the expedition of the matter and will in any case decline instructions for such a completion date if the client's Mortgagee is not prepared to assist with the processing of the mortgage advance in sufficient time.
9. In all cases where "cleared funds" are requested from the client, it should please be noted that personal cheques Building Society counter cheques and Bank Drafts will require six working days' clearance time. Only direct transfers through the Bank's CHAPS system may be treated as "cleared funds" on the same day.
10. Where net proceeds of any transaction are due to the client following completion these will normally be despatched by bank transfer on the **first working day after completion** unless alternative arrangements are agreed and confirmed by the client.
11. Money Laundering Regulations: It is the policy of this firm to take all reasonable steps to ensure that a client's identity and place of residence is verified by the production of satisfactory documentation either at the time that instructions are given or at latest before any money is paid to or from any bank account belonging to P.T.C. If a client fails to produce such documentation **or** if it is reasonably suspected that a client's identity does not accord with that represented **or** that the transaction is connected with any criminal activity, P.T.C reserve the right to decline further progress of instructions or to resign instructions entirely. A copy of our Anti Money Laundering policy is attached. We may also need to enquire as to the source of funds which you intend to use as part or the whole of the purchase price of property and you may be required to show evidence that such funds belong to you (such as a bank statement).
12. We are committed to providing high quality legal advice and client care. In the event of any complaint against the conduct or standard of services provided by P.T.C. you should refer in writing to the principal of the firm (P.R. Cope) setting out the nature and circumstances of the complaint.

We aim to resolve any complaint you have about the service we have given you as quickly as possible. If you are unable to sort things out with this firm, we will ask an independent property lawyer to look into your complaint.

Once we have received your written complaint, we will write to you within 7 days to explain how your complaint will be investigated if a complete response to your complaint has not been made by that time. You will be told the latest date by which a complete answer will be given to your complaint (this should be not more than 28 days after we received your complaint). If you have made the complaint verbally - either at a meeting or on the telephone - we will set out in our full response our understanding of the nature of your complaint.

The assessment of the complaint will be based upon a sufficient and fair investigation. We will explain in writing our findings and where the complaint is upheld will offer remedial action or redress. This will be actioned promptly.

If after following the review process you remain dissatisfied with any aspect of our handling of your complaint, you may contact directly the **Legal Ombudsman** to ask them to consider the complaint further:

Tel no: 0300 555 0333 Email:enquiries@legalombudsman.org.uk Website:http://www.legalombudsman.org.uk/

Legal Ombudsman PO Box 6806 Wolverhampton WV1 9WJ

Unless it agrees there are good reasons not to do so, the **Legal Ombudsman** will expect you to allow us to consider and respond to your complaint in accordance with the procedure set out above in the first instance. You can refer your complaint up to 6 months after you have received our final written response to your complaint. You can also use the Ombudsman service if we have not resolved your complaint within 8 weeks of us receiving 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 ombudsman deals with service-related complaints; any conduct-related complaints will be referred to the **Council for Licensed Conveyancers** whose address is *We Work, 131 Finsbury Pavement, London EC2A 1N*.

13. If you make a valid claim against this firm 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).
14. This firm may act as **Ancillary Insurance Intermediaries** in order to provide you with insurance policies which may facilitate your transaction. Please refer to our information sheet "[Arranging Insurance Policies](#)" which contains important information about our authority to provide this service and is set out below.
15. Your right to cancel our instructions is set out in the *Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013*. This provides that you are entitled to cancel contracts for services entered into online (at a distance) within 14 days. If you instruct this firm online therefore (as opposed to at our offices in person) you may cancel instructions within 14 days. Please note however that in our confirmation of instructions form, we will ask you if you wish us to proceed with your transaction immediately. If you instruct us to do so and you then cancel within 14 days we are entitled to ask you to pay for works which has been carried out on your behalf. You will also not be able to recover disbursement costs which we have expended on your behalf (search fees).
16. It is the policy of this firm to retain files relating to a purchase or acquisition for 15 years (or 6 years where the client has subsequently disposed of the property) and files in relation to a sale or disposal for 6 years. By giving instructions you will consent to the destruction of your file(s) after the expiration of this period.
17. Data Protection.
When you instruct this firm, we need to know your name, address and certain other personal information. This information essential to enable us to provide our legal services to you, to have documentation and searches carried out on our behalf by others on an outsourced basis, to enable us to verify your identity (through external contractors who use various data base records) to invoice you and to recover payment for those services and to communicate with you on any matter relating to our services.

If this firm should merge with another or take over another firm, investigations and due diligence checks may require the disclosure of personal and confidential information we hold about you to third parties, such as accountants or professional advisers. In such cases adequate steps will be taken where possible to protect client confidentiality and by instructing this firm you confirm your consent to the disclosure of any personal information believed to be necessary to comply with any reasonable due diligence checks

Your instructions also give consent to disclosure of personal and confidential information to comply with any legal obligation imposed upon us. For example, the disclosure of information to our Regulatory body, the Legal Ombudsman, our Auditors, the Police, and other crime enforcement agencies unless protected by legal privilege, and our Insurers.

You will also authorise us by your instructions to disclose your personal and confidential information to various third parties to comply with and carry out your instructions. For example, Barristers who may assist with your matter, other lawyers involved in your matter, Banks and Insurers all of whom may be required to facilitate services required in your matter

We may require at any time during your instructions for your and this firm's security, monitor and record telephone calls and emails and we reserve the right to do so.

This firm is subject to continual compliance regulation by our regulatory body, the CLC who require access to client files and records containing personal and confidential information about you. By your instructions you consent to the disclosure of this information for this purpose. The CLC will (and are required to) maintain confidentiality in relation to your files and confidential information

We may (but rarely) wish to provide you with information about other services which we think may be of interest to you or with related information from third parties that we think may be of interest to you

If you do not want to receive all or any of this other information please write to:- The Data Controller
Property Transfer Co-ordination
Corner House
12 Fairfield West
Kingston upon Thames
Surrey KT1 2NR
(or email on (enquiries@ptc-conveyancing.co.uk))

Arranging Insurance Policies

During the course of your transaction it may be necessary for an Insurance Policy to be arranged on your behalf. Such insurance is unlikely to relate to the more well known forms of cover such as Buildings or Contents Insurance but more likely to Contingency Insurance.

It is increasingly common for problems arising in a conveyancing transaction relating to the title of property, to be remedied by the implementation of an Insurance Policy covering a risk which may have been identified. The arrangement of such a policy is an expedient way of dealing with a problem as policies can now be arranged very quickly and they rule out the need for contact and negotiation with third parties, which may otherwise be necessary to deal with the problem.

In such circumstances clients should please note that this firm is not authorised by the Financial Conduct Authority. We are however included in the Register maintained by the Financial Conduct Authority so that we can carry on Insurance Distribution Activities which is broadly providing advice to you on the 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 Council for Licensed Conveyancers and are subject to the jurisdiction of the Legal Ombudsman (www.legalombudsman.org.uk). The register can be accessed via the Financial Conduct Authority website at <https://register.fca.org.uk>.

Would you please note further that in relation to the arrangement of any policy this firm has no association, holding or interest in any insurance undertaking. Further no part of the ownership of this firm rests with any such insurance undertaking.

We would further advise you that this firm will not seek to obtain the best quotation of insurance premiums among the providers of any particular cover. Our decision to refer a policy for your attention is based on the adequacy of that policy to cover the risk involved and the service and efficiency of the insurance company in providing cover, at a reasonable premium, so that your transaction is not delayed.

Generally we do not charge any arrangement fee for contingency insurance. If however the matter is of such complexity that our time does need to be accounted we will advise you of any arrangement fee at the time when we advise of the premium for the policy itself.

When we have advised you of any particular risk which in our opinion requires insurance, you are of course at full liberty to arrange the insurance through your own resources provided that if you are purchasing with the assistance of mortgage finance, such cover is acceptable to your Lender.