

# Gilbert Turner Coomber (GTC Law) Terms & Conditions of Business (Remortgage)

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GTC Law aim to offer you the very best legal advice and service standards and will endeavour to provide you every assistance to ensure that your property transaction proceeds in accordance with your instructions. Set out below are our **Terms & Conditions of Business** applicable to a residential property purchases and remortgages. By signing and returning the **Purchase Instruction Sheet** attached, you agree to these terms.

## 1. Communication

The contact details of the Caseworker who will have conduct of your file of papers are clearly expressed in the letter which accompanies this document or will be provided to you once we have received your confirmed instructions. You will be provided with a direct dial telephone number and email address for your ease of reference.

Communication is a key element in our being able to provide you a service of the highest possible standard. To this extent we will endeavour to answer or return your telephone calls the same day and written queries within 24 hours.

It is imperative that you communicate with us direct in relation to key events and transaction time scales. Correspondence with other parties such as Estate Agents, Mortgage Advisors or other persons involved in the conveyancing process can often confuse matters and cause a breakdown in communication and information being shared between us.

## 2. Service

The person having conduct of your file of papers throughout the course of your transaction is referred to as a Caseworker in relation to this documentation.

The Caseworker who has conduct of your file of papers is not a Solicitor unless we have specifically told you otherwise in our initial letter to you. Your Caseworker, whilst not being a Solicitor will, in our view, have the requisite experience and, in certain circumstances, the appropriate legal academic qualifications to conduct your file of papers.

All Caseworkers and Solicitors working in our environment are supervised by the Head of our Conveyancing Department, Mr David Turner, who is a Solicitor with over 30 years' experience in Residential Conveyancing and the senior Partner in the firm.

GTC Law is committed to providing all our clients high quality legal advice and service. In the event that there is any aspect of our service with which you are unhappy, please take the matter up with the Caseworker who has conduct of your file of papers in the first instance. In the event that you do not feel that this course of action is appropriate, or has been exhausted, you should contact Mr Richard Moran on 020 8509 6813 or email RichardMoran@gtclaw.co.uk or by post to our offices at 188-190 Hoe Street Walthamstow London E17 4QH.

You may obtain a copy of our complaints handling procedure by contacting us on the above telephone number or by sending a blank email to Complaints@gtclaw.co.uk.

GTCLaw is also committed to promoting equality and diversity in all of its dealings with client third parties and employees. Please contact us if you would like to see a copy of our equality and diversity policy.

You may end your instructions to us in writing at any time, but we may keep all your papers and documents while there is still money owed to us for fees and expenses.

If we decide to stop acting for you it will only be with good reason, for example if you do not pay an interim bill or there is a conflict of interest. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we should stop acting for you, you will be required to pay our charges up to that point calculated on an hourly basis as set out in these Terms & Conditions of Business.

## 3. Attending Our Offices

Please note that for the benefit of all our clients it is essential that we run an appointment system for seeing clients. Please do not hesitate to telephone to make an appointment to see your Caseworker. We regret that we will not be able to see you without an appointment.

## 4. Cancellation of the Agreement for services

If your instructions have not been given in a face-to-face meeting you would generally have the right to cancel those instructions without any cost to you within seven days of these written instructions being received by this firm.

You would cancel the agreement by either delivering or posting a note to this office cancelling your instructions or by sending by FAX or email.

You may not, however, cancel the agreement without cost to you once we have, with your permission, started work on your behalf. By signing and returning the instruction sheet you are agreeing to avoid any delay in the transaction and this firm may start work on your behalf straightaway and not have to wait for the cancellation period to expire.

## 5. Your mortgage

You will need to ensure that your proposed mortgage lender is aware that you have instructed GTC Law to act on your behalf in relation to your mortgage. They will then forward a copy of your offer and instructions for us to act on their behalf at the same time as you receive your offer of mortgage.

It is vitally important that you read through the terms of your mortgage offer. Should you feel there are any matters which you do not understand or feel unsure about, you should not hesitate to contact your mortgage lender for explanation or clarification. You will be bound by the terms of your offer of mortgage and therefore it is imperative that you are fully conversant with regard its terms.

In the event that you are obtaining an interest-only mortgage it is **your responsibility** to ensure that you will be taking out a suitable repayment vehicle in order to repay the debt at the end of the mortgage term. It will be necessary for you to ensure that sufficient cover is in place in order to repay your mortgage in the event of your death.

It is also your responsibility to ensure that your life policies are placed on risk as of the date of exchange. We would request that you provide us with details of your life policies as soon as possible.

Please note that by signing the Mortgage Deed you are confirming that you have understood the terms and conditions of your offer of mortgage in its entirety. In the event that you fail to make repayments under your mortgage, your mortgage lender may take steps to repossess the property.

The following information is a summary of the basic obligations and conditions that will apply to your offer of mortgage. Please ensure that you:-

- Make the monthly payments notified by your Lender promptly
- Do not alter or extend your house or flat without the Lender's consent
- Comply with any restrictions mentioned in the Title documents
- Comply with any requirement proposed by your Local Authority regarding planning laws and similar matters
- Pay and maintain the buildings insurance policy on your property
- Make any necessary repairs to your property and keep it in good condition
- Pay any insurance premiums for a life policy, pension or similar vehicle taken out to act as security in connection with your mortgage and, if you hold the policy document, keep it safely
- Repay your mortgage in full at the time of selling your property
- Do not let the property without the Lender's consent
- Do not allow any other party to occupy the property without the Lender's consent

Please note that the Lender may:-

- Insure your property or, if you have arranged your own insurance, request insurance details
- Enforce your mortgage against you and, if your mortgage is held jointly with another person or somebody else has given a guarantee, against that other person
- Ask the Court to order you to leave your home if you fail to keep up your monthly payments so that they can sell it
- Recover any shortfall from you if the Lender has to sell your home at a loss. (Should the Lender have to sell your home, it has a duty to sell it for the best price it can reasonably obtain. This may not necessarily be the price that you would expect to obtain from a private sale.)

Please also note:-

- You may be able to ask your Lender for a further loan if you need to borrow more money under your mortgage (e.g. to improve your house)
- Subject to the special conditions of your offer of mortgage you may repay your mortgage at any time without giving the Lender notice. Most Lenders do not make a charge for not receiving notice of your intention to repay but the special conditions in the offer usually make this clear
- Take care to ensure that you are aware of any early redemption penalties
- In the event that you have paid a mortgage guarantee premium, then if you default, the insurance company may seek to recover from you any loss incurred by them in refunding your Lender

This summary lists only the key provisions of the mortgage conditions governing your mortgage. It does not limit or reflect the mortgage conditions which you should read carefully. They are set out in the formal offer you will receive from the Lender. It is your responsibility to ensure that you can comply with all the conditions affecting your proposed mortgage.

Please note that no warranty or advice will be given by *GTC Law* with regard to the suitability of the terms and conditions of your mortgage. If you have any concerns in relation to your mortgage you should seek independent financial advice.

## 6. Buildings and Contents Insurance

Please note that it is your responsibility to ensure that buildings and contents insurance is placed on risk. The date upon which a buildings insurance policy needs to be placed on risk varies depending upon the contractual terms of each transaction. In the majority of circumstances your buildings insurance will need to be placed on risk as of the date of completion. Please note that no warranty or responsibility is accepted by GTC Law in ensuring that your buildings insurance policy is placed on risk at the appropriate time.

If you are arranging your property insurance independently of your mortgage lender, then we would refer you to the terms and conditions of your offer of mortgage at this stage. Please note that your mortgage lender may require that your property be insured for a specified sum, and that its interest in the property is specified on your policy schedule. We confirm that it will be necessary for you to provide us with a copy of your insurance schedule, prior to completion. Please note that in the event that time is spent by ourselves in pursuing your buildings and contents insurance policy on behalf of your mortgage lender or if we are required to check the detail of the policy, this work will incur additional charges of £35, inclusive of VAT, to be settled from the net mortgage advance from your new lender.

## **7. Occupiers**

You must advise us if there are any other adult occupiers in your house, other than the legal owners of the property, and give us full details of their relationship to you. By adult occupiers, we mean anyone who is over 17 years of age and in actual occupation of the property.

You may breach the terms of your new offer of mortgage in the event that you do not provide us with this information.

Adult Occupiers will be required to sign a **Form of Consent** to your new mortgage prior to completion of this transaction. Please provide us with full details in this respect as soon as possible.

Should your mortgage offer require us to obtain a completed **Occupiers Consent Form**, this additional work will incur additional charges at £75, inclusive of VAT, per consent.

## **8. Guarantees and Improvements**

Special conditions in your mortgage offer or valuation report may stipulate that we must obtain certain information or documentation, such as NHBC, planning, or building regulation documentation, or check if they exist. If the Seller will not provide the same then any such additional work will incur a minimum charge of £50 plus VAT per document requested.

## **9. Insurance Mediation**

We are not authorised by the Financial Services Authority (FSA). However, we are included on the register maintained by the FSA so that we can 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 (SRA). The register can be accessed via the FSA website at [www.fsa.gov.uk/pages/register](http://www.fsa.gov.uk/pages/register).

## **10. Outstanding Balances**

In the event that a balance due from you remains outstanding for more than 14 days following the date of request we shall charge an administration fee of £100 plus VAT to cover the initial basic costs of recovery. Interest will be payable at the rate of 15% APR in relation to all sums outstanding from the date requested to the date of final and complete payment including any surcharges and accrued interest. Any further legal costs incurred for recovery of an outstanding balance will be charged at our Hourly Charging Rate.

## **11. Joint ownership**

In law, there are two ways in which you may hold jointly owned property:

- a) **Joint Tenants.** You hold the property as Joint Tenants, the property will be held in your joint names. The property will automatically pass by survivorship to the surviving owner on the first death. The property will not form part of the deceased owner's Estate regardless of any instructions to the contrary in the deceased owner's will.
- b) **Tenants in Common.** You hold the property as Tenants in Common, the property is held in your joint names and each owner holds a proportional share of the property. Upon the death of either party their share in the property will pass in accordance with the intestacy rules or as indicated in their Will. The property will not automatically pass to the surviving owner.

Should you decide to hold the property as Tenants in Common, it is imperative that you make a Will. Please do not hesitate to contact us with your instructions in this respect.

If you are purchasing the property jointly with another person, you will need to decide how you wish to hold the property, as Joint Tenants or Tenants in Common, prior to completion of your property purchase.

Where a Tenancy in Common is to be created and money is being provided in unequal shares, it is wise for co-owners to enter into a separate Declaration of Trust simultaneously with the completion of their property transaction. Indeed, the Court of Appeal has recently suggested that this ought to be done in such cases. At the very least, this document should record the shares in which joint owners will hold the equitable estate in the property (i.e. its net value). It is also important for Wills to be made at this point in time dealing with the co-owners' shares in the property. In addition, a Declaration of Trust could cover the situation arising in the future if one of the co-owners wished to sell and the other wished to retain the property, possibly including an option to purchase each other's share. In the event that you require further information in relation to Declarations of Trust, please do not hesitate to contact us in this respect. Our Legal Charges in preparing a Declaration of Trust will be approximately £150 depending on the complexity of the document.

Please note that the choice you make in relation to how you wish to hold the property may have serious tax implications and may also affect the validity of any clause made in your Will. No advice has been provided by GTC Law in this respect. Should you require additional information in this regard please do not hesitate to contact us.

Please provide us with your tenancy instructions by completing the Joint Ownership Declaration in our Purchase Instruction Form.

### **12. Stamp Duty Land Tax & HM Revenue & Customs (HMRC)**

**(This is only relevant if the remortgage is to be linked to a transfer of ownership in the title to the property and the interest being transferred has a value exceeding the current Stamp Duty Tax threshold of £125,000)**

All property transfers (subject to a few exceptions) are subject to scrutiny by HM Revenue & Customs in accordance with the Stamp Duty Land Tax Regulations. The Land Tax applies to property transfers whether or not Stamp Duty is payable on the property. The Land Tax return is a 6 page document that will need to be completed and signed, prior to completion of your property transaction. We confirm that we will complete your Land Tax Return.

In order to prepare the documentation we require the following information from you:

- (a) You are required to name a Lead Purchaser on the Land Tax Return. HMRC has suggested that the Lead Purchaser should be the person whose net earnings are the greatest.
- (b) **Please provide us with details of your chosen Lead Purchaser as soon as possible. We will require the Lead Purchaser's full name and National Insurance number for insertion in the Land Tax Return. These details will allow us to proceed to complete the Land Tax Return on your behalf.**

### **13. Tax Return.**

As mentioned above you will need to provide us with the name of the chosen Lead Purchaser together with the Lead Purchaser's National Insurance number. All purchasers of the property will need to sign the Land Tax Return. The Land Tax Return is your responsibility.

Whilst we will complete your Land Tax Return no responsibility will be accepted by GTC Law, its agents or employees in respect of the information contained in the Land Tax Return documentation. It is your responsibility to ensure that the information which is contained in the Land Tax Return is correct. You will be liable to prosecution by the HMRC in the event that you have failed to disclose information which may be relevant to the assessment of Stamp Duty Land Tax.

#### **Guidelines for the submission of the Land Tax Return**

- a. The Stamp Duty Land Tax Return will be sent to the HMRC on the day of completion of your property transaction electronically. It will not be possible for us to register your interest in the property at the Land Registry without receiving from the HMRC a Stamp Duty Land Tax Certificate.
- b. We will pay to the HMRC any Land Tax due by cheque. Please note that it will not be possible for us to utilise mortgage funds until such time as we have a fully completed and executed Land Tax Return in our possession. Completion of your property transaction may therefore be delayed by your failure to return the Stamp Duty Land Tax form to ourselves.

#### **Sanctions for failure to produce the Land Tax Return**

- c. The Land Tax Return together with any tax due must be forwarded onto the HMRC within 30 days of completion of your property transaction. Failure to do so will result in a £100 fine with a further £200 fine after a three month delay. After a 12 month delay a fine equivalent to the Stamp Duty payment may be levied. Please note that late payments will also attract interest. Please note that no responsibility will be accepted by GTC Law in respect of any surcharges which are levied by the HMRC.
- d. Much of the information required by the HMRC in respect to your Land Tax Return will be located within our file of papers. Details that will be required, amongst others, is the Seller's full name and address, the Seller's solicitor's details, the consideration which is being paid in respect of the property together with information in respect of the Purchaser's premises.
- e. It will be a condition of your offer of mortgage that the Stamp Duty Land Tax documentation is completed and any tax paid on completion of the property transaction.

#### **Additional charges**

A considerable amount of work will need to be undertaken by ourselves in completing your Stamp Duty Land Tax Return. We anticipate that completion of the relevant documentation will take between 20 minutes to 1 hour of our Caseworker's time. Our charges for this work will be stated in our estimate of charges. In certain circumstances, for instance where the transaction unusually involves the submission of more than one return or relief can be claimed, additional work may be undertaken by us and further additional charges may be levied. In the event that work is undertaken by us prior to or following completion of your property transaction in relation to the recreation or presentation of your Land Tax Return, an additional charge may be made by ourselves in this respect. Additional charges will be charged at a flat rate of £130 plus VAT per hour. We would anticipate that in the majority of cases completion of your Land Tax Return will not amount to an additional charge in excess of £100 plus VAT.

f. Rate of Tax. The money payable in respect of Stamp Duty Land Tax for residential property is calculated as follows:

Relevant consideration	Percentage
Not more than £125,000	0%
£125,001-£250,000	1%
£250,001-£500,000	3%
£500,001 or more	4%

Properties in certain locations may attract Stamp Duty Land Tax Exemption. We will check the postcode of the property which you are purchasing with the HMRC in order to ascertain whether or not the property is located in an Exempt Area. Exempt locations only benefit from exemption when the value of the transaction does not exceed £150,000.00, failing which SDLT is payable at the rates outlined above.

Please contact us for information in respect of Stamp Duty payable on purchases of commercial or mixed use properties. Current information can be obtained from the HMRC website at [www.hmrc.gov.uk/sdlt/rates-thresholds.htm](http://www.hmrc.gov.uk/sdlt/rates-thresholds.htm).

#### **When is Stamp Duty Land Tax Return not required by the HMRC?**

An SDLT Return will be required by HMRC (HM Revenue & Customs) for all land transactions which are effected for consideration and are not exempt transactions

Examples of exempt transactions are as follows:

- i) remortgages
- ii) a transaction in connection with divorce where a Court Order is issued
- iii) certain transactions varying Wills or entitlements on intestacy

The above is not an exhaustive list and further information will be provided upon request in this regard. **Please note that a Stamp Duty Land Tax Return will be required by HMRC on all property acquisitions, save for the examples outlined above. The Land Tax Return will be required even if no Stamp Duty is payable.**

#### **Declaration - Stamp Duty Land Tax Return**

By instructing us to act on your behalf you agree as follows:-

- o *GTC Law* is appointed as my/our tax agents for SDLT purposes in relation to the transaction specified in this document.
  - o All information required to complete the Stamp Duty Land Tax transaction self certificate documentation will be provided and returned to *GTC Law* without delay.
  - o All documentation received from *GTC Law* will be thoroughly checked and where appropriate signed by me/us and returned promptly.
  - o The effective date will be the date of completion of my property transaction and this date will be inserted into the Stamp Duty Land Tax return forwarded onto HMRC by electronic submission on the effective date.
  - o *GTC Law* is authorised to telegraphically transfer the Stamp Duty Land Tax payable in relation to the property transactions to HMRC following completion of this transaction.
  - o I/We understand that there may be a delay in telegraphically transferring funds to HMRC for up to 21 days after the effective date.
  - o *GTC Law*, its agents or employees are hereby indemnified in respect of any inaccuracy or information provided to HMRC on my/our behalf.
  - o I/We hereby confirm that we will keep copies of documentation submitted to HMRC for at least six years after the effective date.
  - o I/We hereby confirm that we will answer any queries or requisitions made by HMRC promptly without delay and indemnify *GTC Law* in respect of any penalties enforced by HMRC in this respect.
  - o *GTC Law* is not liable in respect of any penalties or late payment or any inaccuracy contained in the SDLT documentation.
- I/We acknowledge and accept the additional charges which will be levied by *GTC Law* for acting as our agent in this respect.

#### **14. Outsourcing Services**

Throughout the course of our instruction we may recommend the services of institutions and organisations that will be able to provide you with useful services and information. In this respect we are referring to Financial Advisors, utility service providers (power companies etc), insurance institutions, Search Providers, removal companies and a host of other service providers. Whilst we will utilise our best endeavours to ensure that the service provided by these institutions or companies is satisfactory, you will appreciate that we cannot accept any responsibility whatsoever as to the advice and information provided in this respect. These service providers do not act under our supervision and are independent organisations. The service providers that we recommend are not therefore underwritten by our Indemnity Insurance and are not regulated by our regulatory authority, The Solicitors Regulation Authority. It is imperative therefore that you ensure that you are satisfied that your chosen service provider has the requisite knowledge, experience, capability and appropriate insurance in place to fulfil your requirements in this respect. No responsibility is accepted by *GTC Law* in respect of the quality of service or advice provided by any recommended service providers.

Should you not want to receive information and services from our recommended service providers, please provide us with your written instructions in this respect?

#### **15. Costs**

We appreciate that clients are concerned about the costs of legal services. Due to the uncertainties of legal work it is often difficult to estimate our fees in advance. Please bear in mind that where an indication of charges is given in advance, this will be an estimate of charges. Indications of charges are given on the information available at the time and, on the assumption that the matter is not or does not become unusually urgent, difficult, protracted, complicated or time consuming.

An indication of the Basic Conveyancing Fee to be charged by ourselves for work undertaken in respect of your conveyancing transaction has been provided. Please note that the Basic Conveyancing Fee does not amount to a "quote" on our behalf and it is merely intended to act as an estimate of the likely legal charges to be incurred by you in relation to your property transaction.

## 16. Permitted Additional Charges

The Basic Conveyancing Fee incorporates the charge to be made by *GTC Law* in relation to the standard work required to convey your property. The following is a list of additional activity which falls outside the Basic Conveyancing Fee structure, for which *GTC Law* will charge additional fees (as outlined below). Please note that the additional fees are estimated for guidance purposes only and may increase or decrease in accordance with the complexity and amount of work undertaken by ourselves in this respect.

Should it be necessary for us to undertake additional work in relation to your conveyancing transaction, any estimate which you have been given, or the Basic Conveyancing Fee, may increase by between £50 and £300. We will not contact you in advance of carrying out such additional work, unless you confirm in writing that you wish us to do so. This is in order to ensure that your property transaction proceeds as quickly as possible to completion. We will endeavour to inform you of situations whereupon additional charges will arise and provide you with an indication of the additional charges to be levied as soon as possible.

The following additional activity will be charged at the following estimated additional costs. Where variations exist between the costs of additional work, the actual cost of this additional work will be assessed upon the complexity of the work undertaken by ourselves and any agreement which we have with any Introducer of legal work as to the cost of our charges in this respect.

### a. **Additional activity**

In the event that other legal documents or additional legal services are required or requested on the menu below, the following additional fees will apply in each instance. Please note that the prices quoted are estimates of our charges which may increase or decrease in accordance with the complexity or simplicity of each individual case.

### b. **Mortgage Offers**

In respect of a Mortgage Offer that is amended or additional Mortgage Offers that are issued by the same Lender, a £30.00 charge will be made for each and every new Mortgage Offer where the Lender is the same lender as before. Where the Lender is a different lender, a £75.00 charge for every new Mortgage Offer will apply.

Powers of Attorney	£100 plus VAT (each)
Tenancy Declaration of Trust	£150-£200 plus VAT
Deed of Trust	£250 plus VAT
Transfer of Ownership/Deed of Gift	£250 plus VAT
Deed of Postponement	£150 plus VAT
Deed of Grant or variation of rights	£250 plus VAT
Deed of Guarantee	£200 - £500 plus VAT
Deed of Covenant	£100 plus VAT
Removal of a registered Caution	£95 plus VAT
Drafting or approval of an Assured Tenancy Agreement	£100 plus VAT
Mutual Deed of Covenant for flying Freehold	£250 plus VAT
Obtaining Copy Planning / Building regulation consent / dealing With Defects in Title	£50 plus VAT & disbursements
Transfer of Business Loan Facility / Overdraft	£190 plus VAT
Dealing with Buy to Let Mortgages	£100 plus VAT
Transfer of Legal Aid Charge or other current loan	£190 plus VAT
Deed of Easement (to grant rights)	£200 plus VAT
Statutory Declaration, for Title rectification	£150 plus VAT
Deed of Assignment of Life Policy between policy holders	£200 plus VAT
Service of Notices of Assignment or Reassignment to Life Co	£40 plus VAT (each)
Telegraphic Transfer fees/Cheque Payment fees	£39 plus VAT (each)
Cheque returned unpaid	£30 plus VAT
Cheque stopped at Customer request	£30 plus VAT
Stamp Duty Land Tax (completion of SDLT 1 Return)	£50-£100 plus VAT
Stamp Duty Land Tax (electronic submission to HMRC)	£39 plus VAT
Copy Title Deeds following completion / File Archive Fee	£30 plus VAT
File retrieval for you after Completion from Archive Storage	£50 plus VAT
Purchase of Freehold reversion for a Leasehold property	£295 plus VAT
Dealing with Third Party Lawyers (e.g. on a matrimonial dispute)	£190 plus VAT
Arranging / Dealing with Indemnity Insurance issues	£50 plus VAT

In the event that additional work is undertaken by ourselves which cannot effectively be described as falling into one of the above mentioned additional fee categories, additional conveyancing charges will be calculated at a rate of £185 per hour (The "Hourly Rate") plus a 10% proportion thereof in respect of each telephone call and letter made or received.

We will endeavour to provide you with information in advance in respect of any additional charges that may need to be levied.

Should you have any further queries with regard to the legal costs involved in your conveyancing transaction, please do not hesitate to contact us.

#### **17. Liability for costs**

Our invoice will be rendered and payment of our fees and disbursements including Stamp Duty Land Tax and Land Registry Fee is required before the completion date.

It is important to remember that notwithstanding any agreement reached with any Third Party in relation to costs, it is the primary responsibility of the client to discharge our fees in respect of the transaction and our invoice will be addressed to you, the client. When the client comprises of more than one person, liability for our fees is shared between those persons on a joint and several basis so that we may seek recovery from any one or more of those persons notwithstanding any agreement reached between them in relation to costs.

VAT will be added to our professional charges at the rate that applies when the work is dealt with. At present VAT is charged at 17.5%.

#### **18. Limitation on Liability**

Under no circumstance shall GTC Law, its Partners or Employees, be liable for any loss, damage, costs or expense arising in any way from or in connection with fraudulent acts or omissions, misrepresentation or wilful default on the part of our client (s), the person, company, institution or their legal representative acting on the other side of this transaction / or our clients) Directors, Employees or Agents.

We shall accept liability to pay damages for losses arising as a direct result of breach of contract or negligence on our part or in respect of services provided in connection with or arising out of the engagement as set out in these terms of business but the liability of GTC Law, its Partners and Staff shall be limited in accordance with the limitations of our Professional Indemnity Insurance Policy which may vary from time to time.

#### **19. Undertakings**

Throughout the course of your conveyancing transaction it may be necessary for us to undertake to make certain payments or perform certain tasks on your behalf. For instance, we may be required to promise to pay search fees and/or transactional disbursements. By accepting our Terms & Conditions of Business you are confirming that you will be liable for any and all undertakings or promises made by us on your behalf and that you will make payment in respect of any outstanding balances immediately upon request in this respect.

#### **20. Interest**

In the event that GTC Law hold money on the client's behalf, we will account to the client for interest earned in accordance with guidance provided by The Solicitors Regulation Authority.

#### **21. Disbursements**

Please note that all legal disbursements incurred during the course of your property transaction will be payable by you whether or not your transaction is successfully concluded. Please also note that the above outlined cost structure does not take into account legal disbursements such as Land Registry fees, or search fees. Any estimate of disbursement costs provided by ourselves may vary from time to time and no responsibility is accepted by GTC Law in relation to the accuracy of any estimated disbursement costs which may be the subject of such a variation throughout the course of your property transaction.

Please note that the person who has introduced you to ourselves may be entitled to a marketing fee from us in respect of the introduction. This will not lead to an increase in our fees which are payable by you and our fees will be consistent with those which have been estimated by your Introducer, subject to the above Terms & Conditions of Business in respect of costs. Any marketing or administration fee which is payable will be paid directly by ourselves to the Introducer from our office account without further recourse to you, upon the successful conclusion of the property transaction.

#### **22. Archive Fees**

Upon completion of your transaction, we will endeavour to provide you with all relevant copies or original documentation including copies of your new Title Deeds following registration at the Land Registry.

Access to your Archive file will be available to you upon your providing us with reasonable notice. Retrieval of your data from our systems will carry a £50 charge to cover our time and administration.

#### **23. Credit Card Payments**

It will be possible for us to accept Credit Card payments in relation to disbursements and outstanding monies which are due from you up to a maximum of £500. Please note that Credit Card payments will take up to three days to clear into our account.

## **24. Telegraphic Transfers/Cheque Payments**

Please note that it is our policy to telegraphically transfer funds to seller's solicitors for the transmission of purchase monies. It is also our policy to telegraphically transfer the return of funds to our clients in respect of all balances over £3,000. Please note that a telegraphic transfer fee/cheque payment in accordance with our scale of charges as outlined above will be charged in respect of each telegraphic transfer/cheque payment. Telegraphic transfers/cheque payments will ordinarily be invoiced upon exchange of contracts or requisition/production and payment will be made in accordance with the Terms & Conditions of Business outlined previously in this document.

## **25. Balance Payments**

Should we require funds from you in order to complete your transaction we would request that payment be made to us by cheque, bankers draft or Telegraphic Transfer. In the event that payment is made by cheque a suitable amount of time (currently 10 working days) will need to be allowed in order to ensure that the cheque clears prior to our being in a position to proceed to an exchange of contracts or completion of your property transaction.

**We do not accept any cash** nor do we accept third party payments. Any payments received from you must be supported by an official copy of a Bank Statement showing the monies have come from an account in your name. Internet Bank Statements must show the official Bank logo and contact details and also your full name and Account Number for these to be accepted by this firm.

## **26. Client Confidentiality**

Solicitor client privilege dictates that a solicitor shall not divulge any information in relation to a client's affairs to any Third Party. In certain circumstances it will be necessary for us to divulge privileged information to relevant Third Parties such as Mortgage Lenders, Introducers, Estate Agents or other interested parties. By instructing GTC Law you are waiving the Solicitor/Client privilege and confirming that GTC Law may utilise their absolute discretion in disclosing any information to any relevant Third Party in relation to your transaction. This includes the copying and display of correspondence and all associated information by way of letter, telephone and electronic communication, which includes the display of progress information in relation to your property transaction on third party case tracking websites.

## **27. Bankruptcy**

It will not be possible for you to hold or convey property in the event that you have been declared bankrupt. It is your responsibility to inform us if you have or are about to be declared a bankrupt. No responsibility or liability is accepted by GTC Law as a result of your nondisclosure in this respect.

## **28. Proof of Identity**

The law requires a solicitor to get satisfactory evidence of their client's identity and sometimes people related to them before accepting instructions to act. This is because solicitors who deal with money and property on behalf of clients can be used by criminals to launder money.

*[Money laundering is defined as the conversion or transfer of property deprived from a criminal offence for the purpose of concealing, or disguising, the illicit origin of the property, or of assisting any person who is involved in the commission of such an offence, to evade the legal consequences of the action, the concealment or disguise of the true nature, source, location, disposition, movement, rights with respect to, or ownership of property, knowing that such property is deprived from a criminal offence.]*

In certain circumstances it may be possible for us to verify your identity by reference to an electronic database facility which will confirm your identity. Should it prove necessary for us to verify your identity in this way an additional fee of £10 inclusive of VAT will be levied as a disbursement in respect of each name that has been verified. This disbursement cost will be payable by you regardless as to whether or not your property transaction proceeds to a successful conclusion.

In the event that it has not been possible for us to verify your identity electronically you will need to provide us with additional documentation and information in this respect.

Documentary proof of your identity will need to be ascertained as follows:-

- One document must contain a photograph and your signature
- The second document must show your address and be less than three months old

In the event that you are unable to attend at our offices in order to prove your identity, you must seek assistance from a person who is regulated under the Money Laundering Regulations 2003 in this respect: An Accountant, High Street Bank Manager, Regulated Financial Advisor or Regulated Solicitor may be able to assist you in this respect.

In the event that you have already provided another Regulated individual/organisation with proof of your Identity in relation to your property transaction, it should be possible for you to request that they complete a Verification of Identity Form for you in this respect.

It may amount to a criminal offence for us to accept your instructions without Proof of your Identity and hence our insistence in this respect. Should you require any additional information in this regard, please do not hesitate to contact us.

We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the Serious Organised Crime Agency [SOCA] where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

### **29. Mortgage Fraud**

We may also be acting for your proposed lender in this transaction. We have a duty to fully reveal to your lender all relevant facts about your purchase. This includes:

Any difference between your mortgage application and information we receive during the transaction  
Any cash-back payments or discount schemes that the seller is giving you  
Payments on Account

In the event that you have already provided us with your payment on account, please disregard the following information.

It will be necessary to obtain certain documentation from third parties such as the Land Registry and search providers in order to process your transaction. These third party costs (disbursements) will need to be paid for in advance.

Payments on account may be made in the following ways:-

- (a) payments by cheque should be made payable to GTC Law
- (b) payments by credit card may be made by telephoning the New Business team [0208 509 6848] with your Credit Card details.

It may not be possible for us to make further progress in relation to your property transaction until such time as we receive your payment on account. All payments on account will be allowed for in your Statement of Account upon the conclusion of your property transaction.

### **30. Bank Failure and Security of Client Funds**

All monies held on behalf of our clients in our client account are held in accordance with the Solicitors' Accounts Rules. We can not be held responsible for loss of monies as a result of a banking failure. The Solicitors' Accounts Rules can be viewed by downloading the Adobe Acrobat document from [www.sra.org.uk/documents/rules/Solicitors-Accounts-Rules-July-08.pdf](http://www.sra.org.uk/documents/rules/Solicitors-Accounts-Rules-July-08.pdf)

### **Conclusion**

We confirm that it is our policy at GTC Law to provide you with a service of the highest standard at all times.

We have outlined your transactional information in some detail and we hope that it will assist you in understanding your property transaction. Should you have any queries that you would like to have clarified please do not hesitate to contact us.

**Gilbert Turner Coomber**  
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**GTC Law is regulated by the Solicitors Regulation Authority**