



**Walker**  
Solicitors

# CONVEYANCING GUIDE AND COSTS

*"On behalf of my family I wish to thank you for all that you did in respect of our purchase and for undertaking every detail most speedily and professionally."*

**Mr Ward, Walsall**

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## CONVEYANCING COSTS

Price / Value £	Purchase £ (maximum charge)	Sale £ (maximum charge)	Remortgage £ (maximum charge)
Up to 250,000	850	850	550
250,001 - 500,000	1000	1000	700
500,001 - 750,000	1220	1220	920
750,001 - 1 million	1500	1500	1200
Over 1 million	Please Contact Office		

Please note these costs are estimate examples and for illustrative purposes only. This Firm's charges and costs vary considerably and depend on individual circumstances and these costs are based on an analysis of costs over a two-year period. Please see the attached 'Additional Charges' for further details of circumstances which may apply. For a detailed quotation please contact the office. All costs are subject to VAT.

## CONVEYANCING DISBURSEMENTS

The following standard disbursements apply:

Remortgage	
Land Registry Documents ***	£3 each
<b>Land Registry Fee*</b>	
	£
0 – 100,000	20
100,001 – 200,000	30
200,001 – 500,000	45
500,001 – 1,000,000	65
1,000,001 plus	140
<b>Searches** (approx.)</b>	
	£350
<b>OR Search Insurance</b>	On application

Sale	
Land Registry Documents***	£3 each

Purchase	
Bankruptcy Search ***	£2
Land Registry Search ***	£3

**Stamp Duty** – The amount of Stamp Duty Land Tax payable will depend on the property value, location of the property and nature of the transaction. If you are dealing with a property in England, we would recommend that you visit <https://www.tax.service.gov.uk/calculate-stamp-duty-land-tax/#/intro> to calculate the Stamp Duty implications. If the property is in Wales, visit <https://ltcalculator.wra.gov.wales/>

Land Registry Portal Fee*	
	£
0 – 80,000	20
80,001 – 100,000	40
100,001 – 200,000	100
200,001 – 500,000	150
500,001 – 1,000,000	295
1,000,001 plus	500
<b>Searches** (approx.)</b>	
	£350

\* HMLR Registration Fee is based on an on-line registration using the HMLR portal. If a postal application is required the cost of the registration can be found here under 'Apply by Post' <https://www.gov.uk/guidance/hm-land-registry-registration-services-fees#scale-1-fees>. Please contact the office for further details.

\*\* 'Searches' include a Local Report; Drainage Report; Environmental Report and other site-specific searches may be required i.e. Reports relating to Coal and Mining, Brine, Tin, Clay. Please contact the office for further details.

\*\*\* HM Land Registry documents are subject to VAT and charged per document requested.

# CONVEYANCING GUIDANCE

## Your move

For most people, buying or selling their own home is the largest single financial transaction that they deal with during their lives.

Conveyancing covers the legal and administrative processes by which the ownership of a home is transferred safely from one person to another. It is our intention to ensure that your move proceeds smoothly and that ownership passes from the seller to the buyer.

It is important for all parties concerned to have some understanding of the conveyancing process.

## Preliminary matters

If you are selling your property, you must commission an Energy Performance Certificate (EPC) before you put your property on the market and in any event you must produce the EPC to the Buyer before exchange of Contracts. Please discuss this with us if you are not sure what to do.

## Outline of the work undertaken for sale

The following is a broad outline of the work we will undertake on your behalf and the services we will provide in completing your sale:-

- Obtain and check the title deeds and documents and obtain from you the completed property information forms;
- Contact your mortgage lender (if any) to obtain redemption figures;
- Prepare draft contract of sale and send to buyer's solicitor together with supporting contract/title information;
- Respond to pre-contract enquiries raised by the buyers on title/search results;
- Agree with the buyer the document by which you will transfer ownership, advise you on its provisions and arrange for you to sign it;
- Settle the terms of the contract of sale with the buyer, advise you on it and arrange for you to sign it;
- Exchange contracts and receive the deposit payment;
- Obtain final redemption figures from your mortgage lender (if any), prepare and send to you a completion statement;
- Complete the sale for you, receive the sale proceeds, pay the amount required to redeem your existing mortgage (if any) and request confirmation of discharge;
- Pay the estate agent's fees and other costs and deal as agreed with any surplus sale proceeds.

## **Outline of the work undertaken for purchase**

The following is a broad outline of the work we will undertake on your behalf and the services we will provide in completing your purchase:-

- Obtain and check the title deeds and documents and obtain from you the completed property information forms;
- Contact your mortgage lender (if any) and obtain your mortgage offer;
- Investigate the title to the property, including carrying out title and local government searches and reviewing replies given by the seller to pre-contract enquiries;
- Summarise the information obtained about the property in a report on title;
- Agree a purchase contract with the seller, advise you on its provisions and arrange for you to sign it and pay the deposit;
- Prepare and agree with the seller the document which will transfer ownership to you;
- Advise you in respect of your mortgage (if any) and arrange for you to sign the mortgage deed;
- Exchange contracts and pay the deposit collected from you and order your mortgage funds (if any);
- Complete the purchase for you and transfer funds by telegraphic transfer to the seller's solicitors;
- Calculate any necessary Stamp Duty Land Tax and submit to HM Revenue & Customs the appropriate tax form(s) and payment;
- Register your purchase and mortgage (if any) at the Land Registry.

The first step is to request a draft contract and title documentation from your seller's solicitors and on receipt of the same we will then put in hand our investigation of title including searches. Once the investigation is complete, we will report to you in detail and discuss any queries that might arise.

## **Important Dates**

There are two important dates in the conveyancing transaction. The first is what is known as the exchange of contracts and the second is completion.

Briefly, the exchange of contracts is the moment during the transaction when the sellers and the buyers become legally committed to concluding the deal. Until that time either party can withdraw. Once the contracts have been exchanged neither party can legally withdraw from the deal without severe financial penalties. There are a number of matters which have to be dealt with before the exchange of contracts and these will be explained a little later.

Completion is the date on which the buyers are entitled to have possession of the property, and the date on which the sellers are entitled to receive the money and must vacate the property. There are a number of important things which happen on completion and again these will be explained a little later.

## Up to Exchange of Contracts

Once the parties have agreed a price, usually through the estate agents, the matter is entirely subject to contract which means that neither party can legally insist on the transaction proceeding as the contracts have not at this stage been exchanged.

The sellers' solicitors task at this stage is to obtain the sellers' certificate of ownership (title deeds) from the sellers, their Building Society, Bank or the Land Registry, together with a large amount of information from the Sellers. The sellers' solicitor will then prepare a contract for the sale of the property and will then send the buyers' solicitors a comprehensive bundle of information about the property, comprising proof of ownership, a list of contents to be included in the sale and a host of other points relating to boundaries, neighbours, planning, rights of way etc.

In the meantime, the buyers will be arranging their survey. If the buyers are having a mortgage, the lender will insist on a valuation being carried out for their own purposes. A valuation is of no use to the buyers in determining whether the fabric of the property is satisfactory. If the valuer misses important items or defects, it is most unlikely that the buyers will be able to take any action against the valuer at a later date. It is therefore essential that the buyers arrange a more detailed survey of the property, either a Home Buyers' Survey or in some cases a building survey. When the buyers apply for a mortgage they will usually be able to ask the Lender's surveyor to carry out a Home Buyers' Survey at the same time as the valuation, although this can be arranged independently if the buyers so wish.

While the buyers are applying for their mortgage and having a survey done, the buyers' solicitors will be checking the information provided by the sellers' solicitors and will also be carrying out searches on the property, usually Local, Drainage, Mining, Environmental and Chancel Searches.

You must ask the Seller, or inspect the property, at this point, if you have any questions about the property, for example about whether the plumbing, heating and electrics all work. It is too late after exchange of contracts.

## Signing the Contract

Once the buyers' solicitors have received all the paperwork from the sellers' solicitors, together with the result of the searches and a copy of the buyers' mortgage offer, they will arrange to go through all the documentation with the buyers or send the buyers a written report to advise them fully about the property and to discuss a number of other issues as follows:

1. Buildings Insurance - It is important that the buildings insurance arrangements are made at an early date. If you are having a mortgage, the lender will insist on the property being insured. It may be cheaper to make your own insurance arrangements. You may need to start the insurance from exchange of contracts. If in doubt, check with your lender or us. Do not leave this until the last minute.
2. Mortgage Repayment - By this time you will have discussed with the lender the arrangements that you wish to make for repaying your mortgage. If this is to be in conjunction with a savings policy, a life insurance policy or a pension or any other similar policy, it is essential that arrangements are in place by this stage.

3. Options on Ownership - If there is more than one buyer you will be "joint owners". There are two methods of owning property jointly and it is essential that you discuss these with us. Sometimes it might be sensible to consider putting the property in the name of a relative or relatives, for example, your adult children. Please discuss with us at an early stage if this is a possibility.
4. Deposit - The contract that you sign will provide that you will pay a 10% deposit on exchange of contracts. If you are borrowing more than 90% of the purchase price, your solicitor will have to negotiate a reduced deposit on exchange of contracts. If you are buying and selling, the deposit paid by the person at the bottom of the chain is usually passed up through the chain. This means that one or more parties are likely to be accepting a reduced deposit. Please be aware that if you pay a reduced deposit the Seller can normally claim the balance of 10% off you if there is a later problem. If you are selling and accept a reduced deposit you will normally be entitled to the balance of the 10% if something goes wrong but please bear in mind that you may have to sue the Buyer for the balance.
5. Monies - It is important to ensure that the money for the deposit and/or the purchase of the property is not locked away in a Bank or Building Society requiring several weeks or months' notice to extract it. It is also important to note that we will require any cheques to be used in connection with the purchase at least seven working days before the completion date. Payment of the deposit and balance of purchase money can be made by electronic transfer. This is normally paid by way of a BACS payment which may still take three or four days to reach our account or by a CHAPS payment which is usually a same day transfer (your bank may charge for this).
6. Wills - If you have not already made a will, it is wise to consider the implications of your proposed purchase in the event of your death. If you have already made a will, it would be prudent for you to consider whether any amendments should be made in the light of the transaction.

Once the buyer's solicitors have dealt with all these points, the buyers will be asked to sign the contract to buy the property.

Once the seller's solicitors have prepared the contract they will arrange for the sellers to sign one copy of the contract.

It is important to note that signing the contract is not the same as exchange of contracts. Both parties will sign their own copy of the contract some time before the exchange of contracts. It is only on exchange of contracts that the deal becomes legally binding.

### **Timing**

One of the more regular questions that is asked about any property transaction is "how long will it take?".

Unfortunately, it is impossible to give a fixed timescale. If there is one Buyer and one Seller, i.e. no chain of transactions, then the legal process could potentially be completed within six to eight weeks of an offer being accepted. This is of course subject to the wishes of the parties and prompt appointment of their legal representatives to start the proceedings. This timescale would also be strictly reliant on the quick arrival of the searches and buyer's mortgage offer (if applicable) and whether any possible title defects can be quickly resolved.

In a chain of transactions with several people moving at the same time and dependent upon each other, the whole chain can only proceed at the speed of the slowest person in the chain.

For example, if someone is waiting for the result of a search, or awaiting a survey or specialist report on the property, everyone in the chain will be held up until these issues are resolved. We will do our best to resolve any outstanding issues as quickly as we can, but please bear in mind that some matters can only be resolved by the parties involved.

Being involved in a chain of property transactions can be extremely frustrating for the most patient of people.

It is also sensible to bear in mind, that although one or both parties may wish to meet a particular deadline for moving, it cannot always be achieved despite the best of effort on all sides.

**If there is one issue in the whole conveyancing process which, day in day out, week in week out, causes more frustration, irritation, anger, annoyance and worry, it is the question of completion dates. We understand that our Clients have deadlines to meet due to job changes, holidays, changes of schools for children etc. It will be abundantly clear from these notes, and from all the paperwork that you complete for your sale or read on your purchase, that there are a hundred and one issues that have to be considered and must be dealt with properly by everybody involved before a transaction can proceed to an exchange of Contracts. Our firm and clear advice having helped thousands of people to move house is that you should not set a date for your move until everyone in the chain of transactions, with which you are involved, is in a position to exchange Contracts. As a minimum, and for practical purposes, that means that the Solicitors must be in possession of the signed Contracts, the Buyers must have dealt with the Survey, received a written mortgage offer, arranged their buildings insurance and paid a deposit in cleared funds to their Solicitor.**

**We make no excuse for spelling this all out in detail in the hope that it will save some of our Clients from some of the excessive stress which can be involved in the whole process.**

## **The Exchange of Contracts**

Once the buyers' and the sellers' solicitors are satisfied that everything is in order they will then arrange an exchange of contracts, at which stage the date for moving (the completion date) is inserted in the contract so that both parties are then legally committed to that date. It is also wise to bear in mind that a gap of at least seven days and preferably longer should be left between exchange of contracts and completion, since neither party is guaranteed a particular completion date until the formal exchange of contracts has taken place.

## **Between Exchange of Contracts and Completion**

Following the exchange of contracts all parties involved are aware that the matter is to be completed on a particular day. The solicitors on both sides will be busy dealing with various administrative tasks, including obtaining the money from the lender if there is a mortgage. By the completion date, the buyer's solicitors will have received sufficient money from the buyers and their lenders to enable them to pay for the property.

## **Completion – The Big Day!**

All the financial transactions are conducted through the solicitor's client accounts where money belonging to clients and the Building Society/Bank is kept entirely separate from money belonging to the solicitors.

The buyer's solicitors will on the completion date transfer to the seller's solicitors sufficient money to buy the property. In return for the money, the buyer's solicitors will receive the legal transfer document, together with all the other relevant documents for the property.

In return for the money, the seller's solicitors authorise the seller or their estate agents to hand over the keys to the buyers.

It is important for the sellers to be aware that they should not authorise the release of a key until they know that we have received the money for the property.

It is important for the buyers to advise us if the property will not be empty on the proposed completion date.

On the completion date the seller's solicitors will pay off any mortgages on the property and provide proof of payment to the buyer's solicitors.

## **After Completion**

As far as the seller and the buyers are concerned, once the completion has taken place, they will have reached their goal. The sellers will have their money and the buyers will have the house and probably a mortgage to pay. The buyer's solicitors however have a number of tasks to perform after completion including the payment of any stamp duty land tax, the registration of the property at the Land Registry and notification of the freehold owner, if the property is leasehold.

This is a general guide to a basic form of transaction, which we hope you have found to be helpful. Although the administrative and legal procedures in each transaction are similar, every single piece of property is different and it goes without saying that all sellers or buyers have their own particular expectations and requirements. The information above is by no means exhaustive and there are a host of other points which crop up in any one transaction from time to time. If you are in doubt about any particular item it is essential that you ask us before taking action.



# GENERAL INFORMATION AND GUIDANCE NOTES ON SALE

## **The Importance of Initial Questionnaires**

We have/will be sending to you several questionnaires for completion and return. The Client Information Form is primarily for you to give us the information that we need to advise you properly.

The Property Information Form and Fittings and Contents Form (and Leasehold Property Information Form in the case of leasehold property) will be passed to your buyer through their solicitors. Your buyer and their solicitors will rely upon your replies in deciding whether to proceed and, if so, on what terms.

You owe the buyer a duty to disclose any matters affecting the property. Incorrect or even misleading replies may result in the buyer being entitled to claim damages/compensation or even refuse to complete the purchase from you after exchange of contracts. It is therefore very important to check the documents and records that you hold for the property carefully to ensure that your replies on these forms are full and correct. Any information that you give directly to the buyer must also be full and correct.

If you do not know the answer to any of the questions contained within the forms, you must say so. For example, by answering "no" to the question on the Property Information Form about whether the property is affected by Japanese Knotweed, the buyer can assume that you are certain that there are no knotweed rhizomes present at the property.

If any of the information you provide in the forms changes between now and completion, please let us know immediately. Please do not hesitate to contact us if you have any questions or difficulties completing the questionnaires.

## **Deeds/Mortgages**

Speedy return of the forms will enable us to obtain your deeds, assess your current mortgage(s), and assemble the information needed to prepare the contract for sale.

Please note that in almost every case when a property is sold, all mortgages or loans secured against the property must be repaid on completion. We will only repay mortgage /secured loans on completion. We will not deal with any debt or loan which is not charged upon the property title.

## **Insurance**

It is very important that you maintain buildings insurance on your property until actual completion of the sale.

## **Meters and Charges**

Please do not forget that it will be your responsibility to arrange meter readings etc., and to pay all telephone, electricity, gas, water and council tax up to the date of completion.

## **Keys**

Under no circumstances should you hand over your keys to your buyer until we have specifically confirmed that we have received all of the money for the sale. We will tell you when completion has or can immediately take place.

The usual procedure is for you to leave one set of keys with your selling agent on the day before completion. Please tell the agent that they may hand over the keys only after we have confirmed to them that completion has taken place. Any remaining keys should be locked inside the property.

## **Exchange of Contracts**

It is vital to remember that until contracts are exchanged, neither you nor your buyer is legally committed to proceed. Up to that point either party may withdraw.

Because of this, you should not make any firm commitments (e.g. on removal date) until we have confirmed to you that contracts have been exchanged.

## **Completion Date**

This is set upon exchange of contracts and will be the date on which you move out of the property if you have not already done so. We will, of course, discuss the completion date with you prior to exchange of contracts. However, you should NOT authorise us to exchange contracts unless you are sure that you have all necessary arrangements in place to enable you to vacate the property (and remove all your furniture, vehicles, rubbish etc) on or before 12pm on the completion day. Failure to do so amounts to breach of contract and considerable damages may result.

# **GENERAL INFORMATION AND GUIDANCE NOTES ON PURCHASE**

## **The Importance of the Initial Questionnaire**

The Client Information Form is designed to give us the information that we need to advise you properly. A careful, comprehensive and speedy reply will help us to progress your purchase and enable us to offer the right advice. If you are unsure on any point please telephone us for assistance. Should anything change after you have sent us the form, please tell us immediately.

## **Insurance**

It is very important that buildings insurance is in place on your property from exchange of Contracts. If you are taking out a mortgage on the Property AND the insurance is being arranged by the Lender then it is likely the Lender will have the Property insured from exchange even though the mortgage will be dated and created on later completion. You MUST, however, check with your Lender that this is so.

If you are not having a mortgage or you have chosen not to let the Lender deal with insurance, you will be responsible for the necessary arrangements. The Contract will provide that if the Property is damaged or rendered unusable between the date of the Contract and completion you will nevertheless be obliged to complete the purchase. The Seller has no obligation to you to insure and other than in certain circumstances where the property is Leasehold. It is therefore imperative that you have your own cover from exchange of contracts.

## **Survey**

Please consider the notes on Survey which accompany these notes. It is for you to decide whether or not to commission a survey but you should be aware of the points mentioned in the notes when making the decision and the importance of having a survey.

## **Environmental Matters**

Land contamination, flooding and other environmental issues are matters which you should consider with great care before making a commitment to buy. Please read the enclosed notes and contact us if you have any knowledge of potential problems in the area in which your chosen property is

situated. Various steps can be taken to assess the risks but do not forget that, if you have a survey carried out by a qualified firm of Surveyors with local knowledge, their knowledge is likely to prove more than useful in risk assessment.

### **Searches**

We expect you will have heard of Solicitor's searches but we enclose a leaflet which explains what they are. All properties are the subject of certain searches but others are selected only when required. To some extent the leaflet duplicates the information on environmental matters mentioned above.

### **Exchange of Contracts**

It is vital to remember that until Contracts are exchanged, neither you nor your Seller is legally committed to proceed. Up to that point either party may withdraw. For this reason you should not make any firm commitments (e.g. booking removals or giving notice to your Landlord if you are presently in rented accommodation) until we have confirmed to you that Contracts have been exchanged.

### **Completion Funds**

Prior to completion of your purchase we will send you a completion statement. If there is money due from you to complete the transaction then we must receive payment of this sum in full a few days before completion so that we have cleared funds in time for completion. It is your responsibility to ensure that you have available all the money needed to pay the balance of the purchase price, including our fees but excluding the amount of your mortgage loan (if any).

## About Us:

**Walker Solicitors are a firm of specialist solicitors focused on delivering exceptional customer service to our clients throughout the Midlands and surrounding areas.**

Based in Walsall, we provide high quality legal support in the local region. Since we were established in 1991, we've continuously strived to improve the service our clients' experience. And we'll continue to do so.

We offer specialist legal advice in a broad spectrum of legal services including the following:

- Residential Conveyancing
- Commercial Property and Leases
- Business Services
- Company Sales Mergers and Acquisitions

We are very proud of our reputation. Since 1991, our business has grown solely through our clients referring us. Our door is always open, so if you'd like our help please don't hesitate to call or email.

### **Walker Solicitors:**

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