

## HOUSE OWNERS CONVEYANCERS LIMITED

Martin Beach  
Phone: 0208 452 6622

Mobile: 07831 239 516  
Fax 0208 090 6187

[martin@houseowners.co.uk](mailto:martin@houseowners.co.uk) Web: [www.houseowners.co.uk](http://www.houseowners.co.uk)

Dephna House  
24 – 26 Arcadia Avenue  
London N3 2JU  
DX 52055 EAST FINCHLEY

### PURCHASE AUTHORITY:

**Address of Property:**

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**Full name and address AND (emails and phone numbers) of The Buyers who must be over 18:**

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**BUYER 1:**

**Address:**

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**Email:**

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**Phone Number:**

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**Do you own a 2<sup>nd</sup> property in the UK or any where in the world as if so Stamp Duty (SDLT) of an extra 3 % may be applicable.**

**Yes/No**

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**BUYER 2:**

**Address:**

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**Email:**

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**Phone Number:**

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**Do you own a 2<sup>nd</sup> property in the UK or any where in the world as if so Stamp Duty (SDLT) of an extra 3 % may be applicable.**

**Yes/No**

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**BUYER 3:**

**Address:**

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**Email:**

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**Phone Number:**

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**Do you own a 2<sup>nd</sup> property in the UK or any where in the world as if so Stamp Duty (SDLT) of an extra 3 % may be applicable.**

**Yes/No**

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**Does any of the Buyers Wives own a 2<sup>nd</sup> property in the UK or anywhere in the world as if so Stamp Duty (SDLT) of an extra 3 % may be applicable**

PURCHASE PRICE: £

FREEHOLD / LEASEHOLD

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IF LEASEHOLD HOW MANY YEARS REMAINING ON THE LEASE:

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If Leasehold is there a Share of the Freehold:

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**MORTGAGE ARRANGEMENTS:**

AMOUNT REQUIRED

WHICH LENDER:

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Have you signed our terms of engagement and returned to us?

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When do you wish to take Possession?

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If there is an Estate Agents give details and ask them to Email the Memorandum of Sale, EPC and Property Particulars:

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Please Transfer £ 600.00 on account of our fees to our bankers as shown below.

**Lloyds TSB Bank PLC**

**P O Box 1000**

**BX1 1LT**

**Code: 30 99 64**

**Account Number: 00871843**

**Account Name: House Owners Conveyancers Ltd**

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**Date:**

**Signed by all BUYERS:**

Please scan the following: We will need to see the originals at a later stage

Passport,	Attached/To Follow
Driving License	Attached/To Follow
Two Utility Bills(less than 3 months old) From your address	Attached/To Follow
Your National Insurance Numbers (NIC):	Attached/To Follow
Bank Statement showing Proof of Moneys:	Attached/To Follow

Notes:

**We would mention that if you are buying or selling with an AST./Tenancy we will assist but any work carried out will be on a No Liability Basis and will incur additional charges also. Please note**

This is based on the basis you are not getting a mortgage from HSBC, if you are we would advise against same as costs increase because of the way they deal with these matters.

We enclose quotation as agreed. Please remember we provide a very personal service. You get my Mobile number so you can get hold of me after hours.

We also enclose Letter, Terms of Engagement and Instruction form. You can send the form back by e mail or fax but you will need to print a copy so we have the original signed copy on file. Please also Transfer funds

## **Information on Two or More Buyers:**

### **Joint Tenants/ Tenancy in Common etc.:**

#### **TWO OR MORE BUYERS**

Often it is necessary in order to obtain a mortgage to join in a son or daughter and to have his or her wages taken in to account. Not only will they be included in the Mortgage Deed but also the purchase Deeds. If it is a requirement of the Lender, then you must accept it.

Alternatively, if you merely wish to include your son or daughter in the purchase in order that they can have an interest in the property in the event of your death, you must consider the position a little further. If either of your children marries, or indeed moves out to find an alternative house, then problems could arise if they acquire another property or mortgage. There is also the question of Capital Gains on their interest in your house. Accordingly you may wish to leave the purchase merely in the names of husband and wife, making sure that after purchase you make a Will.

There are two kinds of joint ownership – **JOINT TENANCY** and **TENANCY IN COMMON**. These are legal terms and do not mean that a tenancy in the usual sense is being created. It applies if there are two or more purchasers (the law does not allow more than four). You can hold the property either of these two ways.

**JOINT TENANTS** – In the event of the death of one owner his or her share will automatically pass to the survivor or, if there are more than two owners, to the survivors. If there are three owners on the second death the surviving owner will automatically become sole owner. Similarly if there are four owners on the death of the third owner the surviving owner will become the sole owner. Each owner will have an equal share and when the property is sold the sale price, less any mortgage, legal and agents fees etc. is paid to the owners in equal shares.

**TENANCY IN COMMON** – Each owner owns a specified share in the property e.g. one half each or one third and two thirds. On the death of one owner his or her share will not automatically pass to the survivors but will pass by Will or if no Will then under the laws of intestacy. You will see that by purchasing as tenants in common each owner can make a Will leaving his or her share to someone other than the other co-owners. The specified percentage can take into account the contributions made by each owner at the time of purchase, the contributions towards mortgage repayments and also any discount obtained at the time of purchase e.g. the discount given under the Right to Buy (Council Tenant purchasers only).

We confirm that we have considered the information contained above and also that contained under the heading “Two or More Buyers” in your Brochure. We also confirm that we understand the difference between buying as “joint Tenants” and “Tenants in Common”.

#### **EXAMPLES WHERE PURCHASERS BUY AS TENANTS IN COMMON**

**COMMON LAW WIFE** – Often it is necessary for her to ensure her share in the property will pass to her children perhaps of a previous marriage.

**PURCHASE IN CONTEMPLATION OF MARRIAGE** – If this applies you should consider the purchase as tenants in common until the marriage is solemnised and as from the date you become husband and wife the property will then be held as joint tenants. A clause in your purchase deed may well read as follows:

“The Purchasers jointly and severally hereby declare that they shall hold the property from the date hereof until the Purchasers shall marry as Tenants in common in equal shares and upon solemnisation of the marriage they shall thereafter hold the property as joint tenants both legally and beneficially”.

You do not need to make a decision now as this is very important and we will discuss with you in details but you can give an indication below if you want

We note the above and wish to purchase as

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Joint Tenants

Tenant in Common in equal shares

Tenants in Common in specific shares

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# **Licensed Conveyancers**

*Specialist Property Lawyers*  
*The modern alternative to conveyancing by solicitors*

## **Why use House Owners Conveyancers?**

We aim to offer all our clients a fast and efficient personal service. Our Licensed Conveyancer, Martin Beach, has been carrying out conveyancing transactions for more than 40 years. He tries to answer most telephone calls directly, so you will not be passed through secretaries requesting information before they put you through to him. He is available on his mobile telephone after business hours and at weekends when appropriate. This could be very important if you have an urgent query out of hours.

**We work FAST, we aim to reply to all communications the day we receive them. There will be no delays at this office.**

## **Licensed Conveyancer or Solicitor?**

Until 1987 only a solicitor could act on the sale or purchase of property. However, in 1987 an Act of Parliament ended the solicitors' monopoly of professional conveyancing services in England and Wales and an alternative type of lawyer – a specialist in property law – was created, to give consumers freedom of choice. This new property lawyer is called a Licensed Conveyancer.

## **The Licensed Conveyancer**

In order to qualify as a Licensed Conveyancer it is necessary to have extensive practical experience of conveyancing and to pass qualifying examinations of above law degree standard. Licensed Conveyancers have a duty to provide clients with conveyancing services that are both efficient and economic. Licensed Conveyancers therefore provide quality of service and value for money.

Licensed Conveyancers are required to observe strict standards of professional conduct, governed by rules laid down by the Council for Licensed Conveyancers, the statutory body that regulates the profession.

Clients can be sure that if they use a Licensed Conveyancer their financial position is protected at all times, as Licensed Conveyancers must have professional indemnity insurance to protect clients in the event of errors or omissions, and must also contribute to the profession's compensation fund to protect clients in the event of a default.

## **What is the advantage to me?**

Using a Licensed Conveyancer ensures you will be able to rely upon an experienced professional who specialises in providing conveyancing services you need, and who can offer you advice and support throughout your transaction.

So, if you are about to buy, sell or re-mortgage property and,

- You would like to be represented by a specialist with a statutory duty to act efficiently and economically; and
- You would like to be represented by a qualified professional; and
- If you would like an alternative to employing a solicitor,

Then you should ask a Licensed Conveyancer to act for you.

### **Services Available**

Licensed Conveyancers can offer the following legal services:

#### **Residential Property**

Licensed Conveyancers can act in the sale, purchase and remortgage of freehold and leasehold house or flats anywhere in England and Wales, the creation of new leases and tenancies and the transfer of interests in domestic property. Deeds of Trust may be recommended for joint purchasers, especially unmarried co-purchasers.

#### **Commercial Property**

Licensed Conveyancers can act in the sale, purchase or re-mortgage of offices and shops, business tenancies and agricultural, building and development land and general commercial property. This applies to both freehold and leasehold properties.

#### **Related Services**

Licensed Conveyancers can act for most mortgage lenders and can give general mortgage advice. They may be able to recommend a local estate agent and assist with arrangements for the insurance of residential and commercial buildings and their contents. **All Licensed Conveyancers are Commissioners for Oaths.** If your transaction requires any document to be given under oath a Licensed Conveyancer can deal with this for you.

House Owners Conveyancers Ltd, Property Lawyers,  
Office: 020 8 452 6622 Fax 0208 090 6187  
Mobile 07831 239 516



**STANDARD TERMS OF ENGAGEMENT**  
**Of House Owners Conveyancers Ltd**  
(Revised June 2010)  
under The Code of Conduct 2011

*Under the rules of professional practice when we agree to act for you we are required to inform you in writing of our normal terms of business. These terms clearly express what our duties in the transaction will be and the basis on which we are providing our services. They are intended to be fair and reasonable to both ourselves and our clients and they are not meant to limit in any way our professional duty to safeguard your interests and provide you with good advice. Please note we cannot proceed with any transaction until you have signed and returned one copy of this form.*

**Fees and Disbursements**

1. VAT will be added to all fees and taxable payments at the current rate on the date of completion or our bill, whichever is the earlier.
2. We will provide a written estimate of our fees and any costs and disbursements expected to apply in your transaction. These will be listed separately from our fees.
3. While we are usually able to calculate disbursements such as Land Registry fees, stamp duty land tax and local search fees, there may be unexpected costs which were not foreseen in our original estimate. We will inform you in writing of any significant additional disbursements. Cash payments are only accepted up to a maximum of £500.00.
4. We make a standard charge to cover the cost of small disbursements such as telephone calls and postage.
5. If you are purchasing a property it is your responsibility to complete a Stamp Duty Land Transaction Return form and submit it to the appropriate authorities together with any payment due. We will act as your agent and deal with the completion of the form for you but we reserve the right to make an additional charge for dealing with any further enquiry or investigation raised in this respect.
6. Although we do our best to give an accurate estimate of our fees, we reserve the right to change these if the value or nature of the transaction on which the estimate was based changes, or if circumstances require significant additional work or expertise, or if the transaction needs to be dealt with more quickly than normal. We will inform you in writing of changes to fees. If you disagree you should let us know your reasons in writing.
7. It is our standard practice to ask you for a payment on account of fees and disbursements. This is to cover expenses such as local search fees. If there are significant additional disbursements we may ask you for a further payment on account to cover these.
8. If for any reason a transaction does not proceed to completion we will make a charge for the work done. This charge will reflect the amount of work we have done and will be based on a proportion of the estimated or notified fee, depending on how much work was done. The charge may be more than originally notified if the work done was more complex and time consuming than we had estimated for. (See 6 above). We will notify you in writing of our fee and any disbursements we have made on your account. Our fee invoice is due immediately you receive it and may attract interest if not paid after 7 days. (See 17 below)
9. We may be asked to give a professional undertaking to another firm or organisation during the transaction. This is a binding commitment that we make to take a certain action or pay a



certain amount of money. Although we make some undertakings as standard practice we may need to hold a sum as security before giving undertakings of a financial nature. We will let you know in writing if this is the case.

10. We will disclose in writing any commission or other benefit received or payable by us due to your introduction to us, or from introducing you to another person with whom you do business.
11. We are not required to account to you for any interest that accrues or ought to accrue on monies received from you or on your behalf unless the interest amounts to more than £100.00, nor are we required to open a special deposit account for any such monies. Your acceptance of these terms means that you are agreeing in writing to this arrangement.
12. If you are obtaining mortgage finance you will have to sign a mortgage deed and certain other documents the lender may require. We will explain what these documents mean and what your liabilities will be when you have signed them but it is your responsibility to ensure that you comply with the terms and conditions of the lender's offer. The offer letter should detail any deductions the lender will be making from the mortgage advance, as well as any retentions, penalties and interest due on early repayment. We will assume that you understand and accept the terms of your offer of mortgage unless you inform us to the contrary.
13. You will be required to pay your mortgage lender's legal fees. If your lender instructs us to act for them we will give you a written estimate of these fees, which you will be liable for.
14. Your mortgage lender may instruct another firm to act for them. You will be required to pay their legal fees. We will let you have a written estimate of these fees as soon as they are available to us.
15. We reserve the right to make an additional charge for dealing with endowment, pension or insurance based mortgage products which may include but is not limited to dealing with assignments and reassignments of life policies and other items of collateral security and preparing and issuing notices of assignment not to exceed £100 plus VAT
16. All financial transactions must be made using cleared funds from our bank. It is your responsibility to ensure that funds are paid in good time to be cleared by the date they are required. If payment is made by cheque we require seven working days to clear the funds. We will let you know when we require to be put in funds for your transaction and what method of payment we require. We will not be liable for any loss or delay that arises from your failure to comply with our requirements regarding cleared funds.
17. All fees and disbursements must be paid and cleared on or before the date of completion. Our account becomes due on exchange of contracts. If we hold funds on your behalf we will deduct our fees before sending you the balance, together with our financial statement. If we do not hold sufficient funds then you should provide us with sufficient cleared funds before the date of completion (see 16 above). Our account is payable within 7 days. If the account is still unpaid after 7 days then interest may be charged from the date of the account until the date of receipt of cleared funds. The interest will be applied daily at a rate of 2% per calendar month or part month (compounded monthly).
18. We normally require at least 10 working days between exchange of contracts and legal completion, to allow us to complete the necessary formalities and obtain cleared funds. If you are obtaining a mortgage your lender may require us to confirm that we hold sufficient cleared funds for Stamp Duty Land Tax and Land Registry fees. They may delay completion until they have this confirmation. If we use the portal we make a charge for the Land Registry saving which will be the saving in most cases.
19. We will try and respond to all emails as soon as possible and when we send out documents or other emails we will "cc" or "bcc" you or agents or others so they can see the progress or problems that may be arising.
20. If you request a completion date less than 10 working days after exchange of contracts we may be able to expedite your transaction. This is not possible in all cases. If we do agree to expedite a transaction we may make an additional charge of £150.00-£375.00 for this. We will inform you of this extra charge in writing. Provided we use reasonable professional skill in attempting to expedite your transaction we will not be liable for any loss arising from a delay in completion beyond the specified date.
21. In rare cases there may be a breakdown in relationship between ourselves and a client. Should this situation arise for whatever reason we reserve the right ask that client to obtain alternative legal representation, provided that the transaction is not seriously prejudiced by our ceasing to act. In these circumstances term 8 above applies.

22. We are specialist property lawyers and our area of expertise is conveyancing law. It is not within our remit to give investment advice or an opinion on the physical condition of a property. Such non-legal advice should be obtained from appropriately qualified professionals. We strongly advise all clients to have a structural survey before exchange of contracts on a purchase and to obtain any additional information recommended in that report before proceeding further.
23. File Retrieval: We will make a charge of about £60.00 plus VAT for same.
24. We must by law obtain satisfactory evidence of your identity and address. Please help us to do so by giving us the information and documentation we ask for. We are unable to proceed with your transaction until this has been provided.
25. As lawyers, we are under a general professional legal obligation to keep your affairs private. However, we are required, by current legislation, to make a report to the National Crime Agency (NCA) where we know or suspect that a transaction involves Money Laundering or Terrorist Financing. By instructing us to act on your behalf in accordance with these terms of engagement you give us irrevocable authority to make a disclosure to SOCA if we consider it appropriate. You agree that this authority overrides any confidentiality or entitlement to legal professional privilege. We shall be unable to tell you if we have made a report.
26. In signing these terms of engagements you agree to:
- (a) provide us with your full name and contact details at the start of the transaction
  - (b) let us know in writing what your requirements are and keep us informed if there is any change in your requirements
  - (c) reply as quickly as reasonably possible to any request for information we may send you
  - (d) us communicating with you and others on your behalf by whatever means we deem suitable
  - (e) to authorise us to incur whatever costs and search fees we consider necessary to protect your interest or the interest of your mortgage lender
  - (f) that we may disclose your information and instructions to your mortgage lender, if we also act for them
  - (g) provide proof of your identify and finance sources as required by The Money Laundering Regulations 2007
  - (h) any monies due to you will be paid as a single cheque in your favour. You may request an alternative arrangement (which must comply with the terms of the Money Laundering Regulations 2007). Any such request must be in writing and must be signed by each client involved in the transaction. The additional cost is £30.00, plus VAT..
  - (i) us keeping a record of your transaction either electronically or on paper
  - (j) to your records being destroyed after a period of six years from the date of completion for a sale and after a period of fifteen years from the date of completion for a purchase without further notice or reference to you
  - (k) waive your right to cancellation and the thirty day limit under the Consumer Protection (Distance Selling) Regulations 2000 as these are impractical in conveyancing transactions.
  - (l) be guided by your conveyancer as to how often you should reasonably expect progress reports
  - (m) generally co-operate with your conveyancer to work towards a satisfactory conclusion to the transaction and recognise that failure to comply with these terms may cause additional costs to be applied.
  - (n) Our regulatory body the Council for Licensed Conveyancers inspect our files from time to time and your file may be released to the for inspection without further notice or reference to you.
26. House Owners Conveyancers Ltd is not authorised by the Financial Conduct Authority( FCA). However, we are included in the register maintained by the Financial Conduct Authority(FCA) so that we can carry on Insurance Mediation Activities, which is broadly 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 Council for Licensed Conveyancers.

COMPLAINTS: If you have any complaint about the way in which your matter has been dealt with this is the procedure which will be followed:

1. A complaint is an oral or written expressions of dissatisfaction which alleges that the complainant has suffered (or may suffer) financial loss, distress, inconvenience, or detriment.

2. 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 the person who has been dealing with you please contact Mr Martin Beach
3. Once we have received your complaint, Mr Beach 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
4. 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.
5. If you are dissatisfied with any aspect of our handling of your complaint, please feel free to contact Mr Beach/Mr Marchant who will conduct a separate review of your complaint. You will be told about the conclusion of this review within 28 days.
6. 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 mailto: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 within 12 months of you discovering a problem. The ombudsman deals with service-related complaints; any conduct-related complaints will be referred to the Council for Licensed Conveyancers.

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**To be completed by the client(s)**

**Ref:**

*This form should be signed by each client individually. Please then return it to your conveyancer. A copy is enclosed for you to keep.*

**I/we have read and accept the above terms of engagement of House Owners Conveyancers Ltd. We have received two prints of this form and have retained one.**

**Full name of client(s)**

**Signature of client(s)**

**Date**

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