



# Important Information About Selling Your Home

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### 1. Ownership of the land

As part of our service we look carefully at the detail of the ownership ("the title") of the land. Sometimes problems may arise and we will advise you of them. If we recommend that you take out a defective title policy it will be because, in our view, the title to the property is not acceptable in the market place without the cover being in place. Such a policy therefore resolves the problem with a defective title. We purchase the insurance policy for you. No commission is received by ourselves in connection with this.

Where a defective title insurance policy is required to enable your transaction to proceed, in addition to the cost of the policy, we will make a charge for advising on and arranging this.

Where insurance for you in connection with this transaction is needed we will not research or conduct any analysis of the market before making the arrangements. We only arrange this type of product with a limited number of insurers, who we have found to be prompt and efficient to deal with in the past and whose names we will provide on request, but we are not contractually bound to conduct business in this way. If you wish to use an alternative insurer then you are free to do so but must advise us in writing.

### 2. Unforeseen work

We will inform you if any unforeseen extra work becomes necessary - for example due to unexpected difficulties, or if your requirements or the circumstances change significantly during the matter. We will also inform you in writing of the cost of the extra work as soon as we are able. No extra work will be carried out until we have obtained your approval of the cost we propose to charge for it and as such will form a separate contract to that covered by the above illustration.

If your transaction does not proceed to exchange of contracts we will not charge any conveyancing fees but we will submit an account in respect of any fees paid out by us on your behalf. However, we may require you to deposit with us certain of the above expenses before we actually make payment out of the identical amounts. Please note if exchange of contracts is achieved but you do not proceed to completion, we will make a charge for the work carried out on your behalf. This will not exceed the fee estimate that has been given you in our Illustration of Fees document.

### 3. Sellers Property Information Form and Fixtures and Fittings Form

This is designed to make it clear what is included in your sale to avoid misunderstandings and disputes. What goes on this form is treated as part of the contract. The form can't cover every possibility so you should add anything which is not covered in the space at the end.

Please remember that if something happens which changes any of the information you have given us, you must let us know straightaway since failure to do so may mean that there is a misrepresentation to the buyer, for which you may have to pay compensation.

If you do wish to amend the content of the fixtures list we suggest you discuss the matter with your buyer to ensure agreement before exchange of contracts.

### 4. Official Copies and Title Deeds

If your property is registered, we will obtain official copies from the Land Registry together with a plan of the property.

If your property is unregistered, we will require the title deeds. If you have a mortgage, these will be with your existing lender, and we will need their name, address and your account number. If you do not have a mortgage, it may well be that the deeds and documents are in your possession or held on your behalf, if so please complete and return the Authority to release deeds form enclosed with this leaflet.

When forwarding Title Documents to us, please ensure you quote our full reference.

### 5. Signing the Contract

We will ask you to sign the contract as soon as possible so we have it ready to exchange. In readiness for exchange all parties in the chain will need to agree a completion date, however we strongly recommend that you do not arrange to move until we confirm exchange has taken place.

### 6. Completion dates

This is the day when we receive the money from your buyer's conveyancer to complete and we give them the transfer document to transfer ownership of your home to them. You or your Estate Agent release the keys to your buyers.

Until contracts have been exchanged, the completion date is not fixed for definite and the agreement to sell or buy a property is not binding.

Throughout your transaction up to the stage of exchange of contracts, we may well discuss with you tentative completion dates in readiness for exchange of contracts. Until you hear from us with confirmation that we have exchanged contracts, you must not take any estimated/tentative dates as final confirmation of the completion date.

There are occasions when exchange of contracts and completion takes place on the same day, quite often it occurs because clients want to aim for a date and all parties in a chain are not ready to commit to exchange until the last minute. It can be stressful for all parties and we don't recommend it. In these circumstances we cannot give you definite confirmation of the completion date until exchange has taken place on the day. In these circumstances we cannot guarantee the completion date and if, in anticipation of a simultaneous exchange and completion, you make your removal arrangements, we cannot be held liable if the transaction does not, in fact, exchange and completion on the proposed date.

As soon as we have exchanged contracts we will telephone and/or write to you confirming that exchange has taken place and the completion date agreed. Until this time we would advise you against making firm arrangements to physically move which is why we also suggest that you allow enough time between exchange of contracts and completion to organise removals etc, and allow us time to put in hand arrangements to complete. If you have an existing mortgage it will be paid off out of the sale proceeds. Your mortgage company may charge you interest for the whole of the month in which you complete.

#### **7. Our Account and Completion Statement**

We will submit a bill for charges and expenses normally after exchange of contracts. This enables you to pay the account before completion so that all the financial issues can be resolved when the sale is completed. If there is a balance due to you we will deduct charges and expenses from the balance. If you have any query about the bill you should contact us straight away.

#### **8. Your best interest**

If we have received instructions from a third party such as a broker or introducer our direct relationship is with you and not the referrer. You are free to choose another firm of Solicitors if you wish. Please rest assured we will be acting in your best interests at all times, even if that is to the detriment of any referrer.

Information disclosed to us by you will not be disclosed to the referrer unless you consent. In a case where we are also acting for the referrer in the same matter and a conflict of interests arises, we might be obliged to cease acting.

Any advice given by us will be independent and you are free to raise questions on all aspects of the transaction.

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