



Terms of Engagement

General

Our services will be provided in accordance with our initial quote and subsequent client care letter to you and the following terms of engagement. These terms are subject to English Law and the courts of England & Wales shall have exclusive jurisdiction.

Responsibility for Your Work

Your client care letter, (also containing a unique password and reference number for accessing your file online on our website) which will be sent to you upon receipt of your written instructions, will name the person responsible for your matter. We will try to avoid changing the people handling your work, however, if this cannot be avoided, we will inform you promptly of any change. We reserve the right to delegate the tasks to suitably experienced staff to enable them to carry out your work in a timely and cost effective manner. You should consult other suitably qualified professionals for advice on non-legal matters such as the condition of the property, its market value, environmental issues, or for specific investment, financial, planning and tax advice.

Your Instructions

You should immediately bring to our attention information or any discovery which you consider to be inconsistent with our understanding of your transaction, or any change in your circumstances, which may have a bearing on our acting for you or our provision of advice. It is particularly important that you provide us with instructions, information and requested forms and documents in a timely manner and that all information provided by you is true and accurate and not misleading to the best of your knowledge, information and belief. We will not be held liable for any loss or damage arising from information or for inaccuracy or other defect in any document supplied by you. Where a property is held jointly or is to be purchased jointly, we may accept and act on instructions from any joint owner or joint purchaser of the property and you agree to be bound by those instructions. It is your responsibility to comply with the terms and conditions of your mortgage offer. Unless otherwise requested by you, we will not report to you on your mortgage product and will assume that you understand the terms thereof.

Storage of Papers and Documents

After the registration process has been completed and notice of registration thereof sent to you and your mortgage lender, your hard copy file of papers will be destroyed. The contents of the entire file however will be stored on a durable medium/computer hard drive for future reference for a minimum of six years on sale transactions and fifteen years for completed purchase and remortgage transactions on the understanding that we may destroy/remove the information from our computer hard drive after this period of time. This does not apply to documents or deeds deposited with us for safe keeping. We reserve the right to destroy your file without notice when your transaction is aborted prior to exchange of contracts. We do not normally charge you for retrieving files when it relates to a new instruction. However we reserve the right to make a charge retrieving stored papers or documents on a time spent and copying basis necessary to comply with your instructions.

Our Fees

- Wherever possible, our conveyancing work is carried out on the basis of a fixed fee. Within this fixed fee we will include all conventional work associated with a typical conveyancing transaction. On occasion, you may require additional legal work in the transaction. A schedule of additional charges is set out hereunder.
- On occasion Blueprint may pay a referral fee to third parties who introduce business to us. In these circumstances the fee will not affect the total fee paid by you. Referral fees differ from introducer to introducer. If you would like to know the exact amount paid please contact us.
- Mortgage lenders need specific work carried out before granting or repaying a mortgage. While this work is carried out for their benefit, they will require you to be responsible for the fees for this work. Our fees for our participation in this work will be stated on our quotation or in your mortgage offer.
- Any quotation provided to you is based upon available information at the time of provision. It may make reference to payments made to third parties on your behalf in the course of your transaction, e.g. including Stamp Duty Land Tax, Land Registration Fees, local authority and other searches. We will ask you to pay on account of such payments. It is not always possible to be aware at the outset of all such payments and we cannot guarantee that such payments will not rise with government policy.
- In the case of new build properties, 75% of the quoted fee will be payable on exchange of contract. Therefore, we will require payment of 75% of the fee together with your deposit before exchanging contracts on your behalf.

Additional Charges

We aim to charge you exactly what we quote you. However, sometimes matters arise during the course of a transaction which are not normally part of the conveyancing process and for which we have to make an additional charge. Some items occur more often than others and for these items we have standard fees which are set out below.	Net £	Vat £	Gross £
Duplicate Share certificate in Freehold or management Company	50.00	8.75	58.75
Obtaining Copies of planning permission or Building Regulation Consent	25.00	4.38	29.38
Arranging execution of stock transfer form and new share certificate in Freehold Co	25.00	4.38	29.38
Statutory Declaration	95.00	16.63	111.63
Power of Attorney	175.00	30.63	205.63
Vetting Tenancy Agreement	125.00	21.88	146.88
Issuing Second contract in contract race	125.00	21.88	146.88
Noting lender's interest on building insurance policy	25.00	4.38	29.38
Obtaining landlord's consent to assignment of lease	125.00	21.88	146.88
Preparing Deed of Covenant	100.00	17.50	117.50
Corresponding with mortgagee or solicitor holding off repossession	150.00 per hour plus vat		
Assigning contract to new buyer	65% of fees quoted plus vat		
Deed of Postponement/Grant/Variation	200.00	35.00	235.00
Removal of a registered caution	95.00	16.63	111.63
Drafting or approval of Assured Tenancy Agreement	150.00	26.25	176.25
Mutual Deed of Covenant for Flying Freehold	150.00	26.25	176.25
Deed of Easement Granting Rights	150.00	26.25	176.25
Electronic transmission of money outside the UK	60.00	10.50	70.50
Cheque return unpaid or stopped	25.00	4.38	29.38
Dealing with Third party lawyers e.g. in a matrimonial dispute	200.00	35.00	235.00
Researching and arranging title repair/indemnity insurance policy	50.00	8.75	58.75
Separate parking Space lease (additional land registry and landlord's notice fee will apply)	75.00	30.63	205.63
Administration fee on retention whether held by us or the other solicitor	75.00	13.13	88.13
Sale/Purchase of the freehold reversion	295.00	51.63	346.63
Stamp Duty Land Tax Return	75.00	30.63	88.13
Deed of Trust	200.00	35.00	235.00
Obtaining Landlord's consent (including retrospective) to alterations to property	125.00	21.88	146.88

E-mail Communication

Use of e-mail including mere receipt of an e-mail message with an attached file may result in transmission of computer virus infections. Although we take various measures to reduce this risk, it is essential that you take your own necessary virus checking measures before you read or open files which are attached to e-mails that you receive from us. We may not allow certain types of documents in to our environment, although we would seek to resolve any difficulties which might arise. Under the Telecommunications (Lawful Business Practice) (interception of Communications) Regulations 2000, we reserve the right to monitor e-mail correspondence. We currently use Microsoft word for windows Software. Whilst we can send and receive documents in a number of other formats, this may result in the layout of documents being changed in unpredictable ways. You should also bear in mind that e-mail messages and attachments may be read by others, for example, they may be disclosed in court proceedings (subject to legal privilege) or in investigation by regulatory bodies. Unless you inform us to the contrary, we shall assume that you agree to our use of e-mail (where possible) for the purpose of correspondence and for sending documents to you and/or third parties in respect of your legal affairs.

Expedited Completions

The cost estimate provided is based on there being at least one working week between exchange and completion. Mortgage lenders require this time to place us in funds for a property purchase and final redemption figures must be requested from lenders on sales. There are also steps we must take with the land registry. It is sometimes (but not always) possible to reduce the time between exchange of contracts and completion to less than a working week. This will however involve us in significant extra work. We will have to prioritise your file above other client's matters, make additional telephone calls and attendances. Therefore an additional £75.00 plus vat £13.13 for every transaction will be charged in the event of you requesting that there should be less than a week between exchange and completion.

Searches

Due to the scale of our operation, we are able to negotiate terms on the provision of certain services for the benefit of our clients. These may include, but not limited to, the provision of title indemnity insurance, residential and commercial searches and building insurance. In the absence of any specific request, we will assume that you are content for us to undertake our search enquiries on your behalf with such organisations that we consider appropriate

We may from time to time receive commission payments from some providers that we use, which are linked to the volume of business referred. These payments enable us to finance our service features including "Fixed Fee" and "No sale No fee", which directly benefit you. Your acceptance of this contract will be taken as your consent that we may retain these payments. Referral fees for local searches will not exceed £50.00.

Where you have been introduced to us by an estate agent, that introducer may require us to use their preferred search company because of a commercial benefit to them. In the event that you wish to obtain a local authority search direct from the local authority, please let us know. However, this may necessitate our returning to you for additional funds as a local authority search is normally more expensive. In the event that any third party search provider's search results prove to be inaccurate, your recourse would be via their insurance cover, and we accept no liability for the information they provide.

Please note that upon receipt of payment on account of searches, the searches will be submitted immediately. We will not be waiting for legal papers from the seller's lawyers, results of your survey or mortgage offer.

Payment to Us of Fees and Disbursements

- Money paid to us in advance will be held in a client account separately from the company's own money, subject to our right to transfer and use the same in payment of our fees and expenses. We shall not be required to open a deposit account to you for any interest which may accrue on any monies received by us at any stage of the transaction.
- Our 'Fixed Fee' and 'No Sale No Fee' service offering, reflect the fact that you agree to our not paying interest in relation to funds held as part of this transaction.
- If money is received and needs to be returned, we reserve the right to return the money to the same account from which it came. Under no circumstances will we then agree to transfer money to an overseas account, nor will we transfer funds to a third party.
- We may ask you to make a payment on account of disbursements. If you fail to do so we may cease to work for you.
- It is our policy not to accept cash in excess of £500.00, in cash or deposited in our bank account. If clients circumvent this policy by depositing cash direct into our bank account, we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds. The minimum fee will be £75.00 plus vat of £13.13. Any cash under £500.00 deposited in our account without any reference may be rejected and we will not be responsible for the resulting delay of the transaction.
- Where money is required from you it is essential that it be cleared in our client account the day before we are required to use it. In cases where we require money for completion, we therefore DO NOT recommend the payment by personal cheque, bankers draft, internet banking or BACS because of the uncertainty on clearance. Same day bank transfers (CHAPS) are the recommended method to use.
- Any mortgage advance will be requested for drawdown by us on the day before completion. This avoids delays and is in your interest as it allows us to meet the contractual deadline. Any interest charged by your lender from the date of the release of the funds will be your responsibility. We will not be held liable for consequential loss for any delay by you or your mortgage lender as a result of funds being uncleared on completion or delayed for any reason. Occasionally the timescale between exchange of contracts and completion can be very tight, and occasionally, even on the same day. In such situations we may need to request your mortgage advance on a speculative basis in order to meet your target completion date. In these situations, you are responsible for any resulting administrative or interest charges by your mortgage lender.
- Our fees become payable and due on exchange of contracts.
- Outstanding invoices will attract interest at the same rate as payable on a Judgment Debt (currently 8% per annum), payable on a daily basis.
- Multiple clients are jointly and severally liable for our fees and expenses.
- Money held by us on your behalf may be taken in payment of our invoices whether overdue or not.
- Unless otherwise agreed, you remain liable for payment of expenses, whatever the outcome of your transaction.
- Payments may be made by credit card for initial searches only. A surcharge of 3.25% will be added to the payment taken. Credit card payments cannot be made for purchase money or stamp duty land tax.

Your Agreement to Indemnify Us

You agree to indemnify us against any liability or expense, which we are legally obliged to pay or incur as a result of acting on your behalf.

Stamp Duty Land Tax (Applicable on Purchases Only)

In December 2003 a complicated new property tax was introduced known as Stamp Duty Land Tax in place of the old Stamp Duty regime. This new legislation places an obligation on you to complete a stamp duty land tax return (SDLT1), which we have to hold prior to completion. The form is complicated and runs to 71 sections and has to be completed in a very particular way. The document is scanned by a government computer which will reject the return for the slightest of errors. This may cause a delay in the registration process and financial penalties for late submission.

We however have an online facility with Her Majesties Customs and Excise Department whereby we can submit the information and payment without error and on time, thereby eliminating any risk to you. To enable us to do so, you have to authorise us to complete and submit the form on your behalf, which we recommend you do. Unless we hear from you to the contrary, we shall assume that by signing our 'Instruction Form' we have your authority as agents to process and sign this tax return on your behalf. Because of the additional work and responsibility which falls outside the strict remit of a conveyancing transaction, we make a charge of £75.00 plus vat (£13.13). Obviously, if you wish to prepare the tax return yourself, please advise us. However we will not accept liability for any delay or financial loss as result of the return being rejected.

Please note that the completion funds you transfer to us in order to complete must include the amount payable for Stamp Duty Land Tax.

Our Liability

All reasonable skill and care will be used in the provision of our services to you. However we have indemnity insurance in place to cover ourselves against the risk of a successful claim of negligence.

We accept no liability for loss, damage, cost or expenses arising in any way from or in connection with the dishonest, deliberate or reckless misstatement concealment or conduct of any other person or company. If any claims are made or if we suffer losses as a result of any claim by a third party as a result of your acts failures or omissions, we reserve the right to recover the full amount of such losses from you on a full indemnity basis.

Our advice to you is provided to you alone and only in relation to your particular circumstances. We do not accept liability for the use of any such advice by any other person. The Contracts (Rights of Third Parties) Act 1999 is excluded from this agreement.

There is a possibility that your seller/buyer may also want to act for them. In that event, you would each be looked after by a separate conveyancer so you obtain independent advice. In the unlikely event of a conflict of interest arising, we would cease to act for both clients and refer you to an alternative conveyancer. By signing the 'instruction form' your consent is given to this arrangement.

Where you instruct other professional advisers in conjunction with your transaction, you agree that our position in the event of a claim will not be prejudiced by an agreed limitation of their potential liability.

Copyright

We retain copyright in the documents prepared by us and grant you irrevocable royalty free licence to use them for purposes for which they were prepared.

Termination and Suspension of Service

You may terminate your instructions in writing to us at any time.

We may decide to stop acting for you where we have reasonable grounds to do so, in which event we shall advise you in writing. For example, when your mortgage lender requests that we also act on their behalf, we have to pass information to them relevant to their lending criteria. If you refuse to authorise us to pass this information on to your lender, we may refuse to continue acting for you and your lender.

If our instructions are terminated, we are entitled by law to retain your papers and documents if there is money owing to us, or if there is any liability outstanding for which we remain without recourse.

A final invoice for any outstanding expenses will be delivered which is payable upon receipt.

We reserve the right to suspend/ terminate our service if any of our invoices remain unpaid or any sums requested from you on account are not paid in accordance with our terms of engagement.

Data Protection

We are required to store personal information about you to provide you with legal services and may disclose that information to third parties in the course of acting for you. We will also retain personal information to enable us to contact you with legal updates and information about our services, which may be of interest to you. This information will not be passed to any third party for marketing purposes.

Claims about Our Service

If you make a valid claim against us for a loss arising out of work for which we are legally responsible, and we are unable to meet our liability in full, you may be entitled to claim from the Compensation Fund administered by the Council for Licensed Conveyancers (from whom details can be obtained).

We aim to provide you with a high quality service. If you believe that the service could be improved or you are dissatisfied with any aspect please raise this matter with your Conveyancer in the first instance. If you feel that this is inappropriate or they fail to resolve your concerns then please raise the matter in writing with Jeremy C Kotze, the Managing Director. Once he receives your complaint, he will acknowledge receipt thereof within 7 days and explain how your complaint will be dealt with and investigated. A complete answer to your complaint will in any event be given within 28 days of the complaint being acknowledged. If you have made a complaint verbally – either at a meeting or on the telephone – we will set out in our response our understanding of the nature of your complaint. If you are still dissatisfied with the way your complaint is handled, you may write to our regulatory body, the Council for Licensed Conveyancers at 16 Glebe Road, Chelmsford, Essex, CM1 1QG or telephone on 01245 349599, www.theclc.gov.uk; email clc@theclc.gov.uk. Unless the Council agrees there are good reasons not to do so, the Council will expect you to allow us to consider and respond to your complaint in accordance with the procedure set out before.

Financial Services

Under the Financial Services & Markets Act 2000, we are not authorised to provide investment advice. We can not advise you on the relative merits of your chosen mortgage or insurance products nor whether the terms of those products are representative of those currently available on the market. These matters should be discussed with a Financial Advisor if you have any concerns. However, we are included in the register maintained by the Financial Services Authority so that we can carry on non-contractual 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 some thing goes wrong is regulated by Council for Licensed Conveyancers. The register can be accessed via the Financial Services Authority website at www.FSA.gov.uk/register.

Blueprint does not hold, directly or indirectly, representing more than 10% of the voting rights or of the capital in an insurance undertaking and no insurance undertaking or parent of any insurance undertaking has any holding, directly or indirectly, representing more that 10% of the voting rights or of the capital in Blueprint. Please note that the selection of indemnity insurance is not carried out on the basis of a fair analysis of the market. You may ask for a copy of the list of insurance undertakings from which we have dealt with in relation to the contract we have provided.

Confidentiality

Information received as a result of your instructions will be treated in confidence in accordance with our professional conduct rules. However, we will be entitled to disclose confidential information to our insurers, our auditors and any other third party to the extent required by law or regulation, or where we consider it appropriate to ensure the successful implementation of your instructions. This term will continue in force beyond the termination or expiry of this agreement. We are also obliged to report to your lender various matters relating to your transaction including (for example) where the purchase price differs from that shown in their valuation or if you are obtaining an allowance from the other party. In these circumstances, your signatures to the confirmation of instruction form authorises us to make such disclosures to your lender. We are under a professional and legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to a statutory exception. Recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the Serious and Organised Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure. If this happens, we may not be able to inform you that a disclosure has been made or the reasons for it.

Force Majeure

We will not accept any liability for any delay or failure to fulfill our obligations under this contract as a result of causes beyond our reasonable control. Such causes include but are not limited to fire, flood, acts of God, regulations and acts of any government or authority, war, riot, strike, lockouts and industrial actions/disputes.

Money Laundering – Verification of Identification

Evidence of a new client's identity will be required in accordance with the Money Laundering Regulations at the beginning of every transaction. We are unable to proceed with your transaction and will not be able to exchange contracts until this has been provided. Please help us by giving us the information we ask for. If we have a suspicion of money laundering we are required to disclose this to the authorities. In the event of such disclosure being made we do not accept any liability for consequential damages or loss from our compliance with these regulations.

Implied Authority to Blueprint when You Sign and Return the Instruction Form

In order to exchange contracts it is necessary for us to make arrangements and give undertakings to the other side's lawyer by telephone on the day the contracts are exchanged. Accordingly I/we authorise you to exchange contracts by telephone and give such undertakings that you deem necessary and that my/our instructions will not be revoked or varied except in writing and will not affect any actions taken before you receive such written communication.

I/we confirm that you may accept instructions from one or both of us and act on them even though these are not subsequently confirmed by us in writing and we agree to be bound by them. If I/we wish to change our instructions (e.g. on a completion date) the onus is on me/us to inform you immediately otherwise I/we acknowledge you will rely on my/our previous instructions.

I/we confirm that you may collect and disclose information to other parties in the conveyancing chain, including estate agents, and mortgage lender, to enable the transaction to progress. I/we confirm that my/our personal data may be collected and/or processed outside the European Economic Area, as part of the conveyancing transaction.

I/we agree that any payment made by you from your own monies in repaying my/our mortgage, or in meeting payments made to third parties on my/our behalf, shall be a debt by me/us due to Blueprint.

I/we understand that if a conflict of interest arises or for reasons of operational efficiency, it may be necessary for Blueprint Property Lawyers to refer my/our transaction to one of your approved working partners who will match your range of services and will charge the same legal fee stated in your quote. In that event, I/we agree to the information contained in this form being disclosed to one of your approved working partners for the provision of conveyancing services.