



## ***Conveyancing Purchase Pack***



**Please read the enclosed  
documentation carefully**

*This leaflet is intended as a guide for clients of Cameron Jones Hussell & Howe Ltd Ltd. It is not intended to be a detailed statement of the law nor does it obviate the need to take appropriate legal advice.*

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## *Terms Of Business: Buying Your House*

### **Introduction**

Welcome Cameron Jones Hussell & Howe Ltd. We are a local Firm providing a comprehensive range of legal services to the general public. We aim to provide an effective and efficient service in a friendly and approachable manner, and to combine modern ideas and technology with the traditional values of a family practice.

This leaflet explains how we deal with house purchases.

### **Your Matter Explained**

Buying a house is the biggest single financial transaction most of us enter into. It is also an investment in your family and future. It is vital therefore to make sure that your house purchase is handled by Professionals. Now that you have chosen the house you wish to purchase and agreed the price with the Seller, it is our job to make sure that the legal formalities are dealt with correctly and that all necessary checks and enquiries are made. It is also our job to monitor the progress of the various stages in the transaction and to keep you fully informed and properly advised as to how matters are proceeding

### **The Conveyancing Process**

Once you confirm your instructions to proceed, we will write to the Seller's Solicitors to request the draft Contract for approval. The Contract is the most important document in the transaction. It sets out the names and addresses of the parties, details of the property the price and any other matters agreed. At this stage we check the draft Contract and approve or amend it as necessary.

The Seller's Solicitors will also send us evidence of their client's title to the property. Basically this proves that the Sellers own the property and have the right to sell it. We also make enquiries on other important legal matters such as rights of way, covenants (i.e. things that you can or cannot do at the property) and access rights.

The Seller's Solicitors will also send us Property Information forms which provide basic information about the property and a list of Fixtures and Fittings included in the sale.

Home Information Packs have now been suspended indefinitely by the Government and will therefore be no Pack available in respect of this purchase. The Seller is still obliged to provide an Energy Performance Certificate however which is valid for ten years. We suggest that you ask the Estate Agent for a copy of the Certificate which you should then retain for future reference.

We normally carry out Local and Drainage Searches on your behalf and the cost of these will have been included in our costs estimate. The Local Search provides us with information about the property of a local nature such as whether or not the roads are adopted and whether there are any planning permissions affecting the property. It also discloses such things as recent Improvement Grants, Smoke Control Orders and other local matters.

The Drainage Search gives information about the drains, sewers and water supply to the property and whether these services are public or private.

Other Searches may be necessary or desirable depending on circumstances. These might include for example a Coal Mining Search (to check whether the property might be affected by previous mining activity) or Environmental Search (to check on past industrial activity, land fill et cetera).

As soon as you receive your mortgage offer, you should check that it correctly meets your requirements and if you have any queries about it, we suggest you speak to your Mortgage Advisor or directly to the Building Society/Bank. Most Lenders require you to sign and return a copy of the offer to indicate that you wish to proceed, so once you are satisfied that all the terms of the mortgage are correct, check the Mortgage Lender's instructions, and return the documents duly signed that they require.

You should consider at an early stage of the transaction whether it would be advisable to have to carry out your own survey. There are various types of survey available, the most usual being a standard House Buyer's report. This will provide you with a lot of useful information about the property from a professional Surveyor. Please bear in mind that the survey carried out by your Building Society is little more than a valuation and does not go into great detail about the state and condition of the property. If you wish to discuss commissioning a House Buyer's report please let us know.

Most properties are either freehold or leasehold. We will of course confirm which title applies to your property. If the property is leasehold we will check the Lease and ensure that you are familiar with its requirements and contents. In particular we will advise you as to the ground rent payable, the insurance arrangements, and any restrictions contained in the Lease such as restrictions on extending the property without consent.

Once we have completed all our enquiries and have checked the contract, and the details of the Seller's title; and once you have a satisfactory offer of mortgage; then we will be in a position to advise you upon the signing of the Contract. Up to this point, you are under no obligation to proceed with the purchase of the property nor indeed is the Seller under any obligation to sell it. In appropriate cases it may be possible to re-negotiate the purchase price and if you were to decide to withdraw from the purchase altogether then the Seller will have no claim against you.

If all is well, we will invite you to call at the Office in order to sign the Contract and mortgage deed and to pay over your deposit and legal costs. You will be provided with a full statement at this stage indicating how much we require from you.

Once you have signed the Contract and paid the balance required to complete, we will be ready to proceed. The next step is to agree a completion date with the Sellers and their Solicitors. The completion date is the date upon which we will pay for the property for you and you will be able to pick up the keys and take possession. We will take into account any particular requirements you have for moving. It may be necessary to negotiate the date with the Sellers as they will of course have their own requirements. Once the date has been agreed we exchange Contracts. One copy of the Contract signed by the Sellers is given to us and we give the copy signed by you to the Sellers Solicitors. Contracts are literally therefore physically exchanged. At this point the purchase becomes binding and you are no longer able to withdraw or change the completion date or the price. It is vital therefore to ensure that everything has been properly checked and agreed before we exchange.

After exchange of Contracts, we draw up a Transfer deed for signature by the Sellers and we report to your Building Society and request the mortgage advance. We also carry out further searches.

Please note that it is not usually necessary for you to attend at the Office on the completion date. We will telegraphically transfer the agreed purchase price to the Seller's Solicitors and they will authorise the Agents to release the keys. Normally you will be able to collect the keys from the Estate Agents office. If there is no Estate Agent involved, it may be necessary to meet the Sellers in person for the keys to be handed over.

Please note that the Contract will not usually mention any time of day for completion. It is important therefore to make arrangements before the completion date with the Seller that will suit both parties. Although you are entitled to move into the property on the completion date, with all your furniture, it is important to remember that the Seller also has to move out. Reaching an agreement with the Seller on the moving arrangements will therefore avoid any difficulties arising on the completion date.

## **Conduct of the Matter**

The Solicitor having the overall responsibility for the conduct of this matter on your behalf will be named in the accompanying Client Care letter. He or she will be assisted by dedicated members of our support team and again they will be identified in the accompanying letter. If you have instructed one of our Assistant Solicitors or Fee Earning Support Staff to act for you, they will deal with the day to day running

of your matter. Please note that the Solicitor of Fee Earner responsible will not transfer the file to another Solicitor or Fee Earner without your prior approval.

Please help us to help you by responding promptly to any letters that we send to you and by making appointments when requested to do so. Please try to avoiding calling at the office without an appointment, as it may not always be possible to see you in those circumstances. In the unlikely event that you telephone the office and are unable to speak to one of our team, please ensure that our Receptionist has clear instructions as to whether you will phone again or wish to be called back. Please leave your name, phone number and any details of when you will be unavailable.

You are also welcome to contact the person in charge of your matter or his or her assistants at any time for information. You may contact us by telephone, email, fax or letter.

## Costs

Usually, our costs will have been agreed with you at the outset. Please see our introductory letter and notes on costs. Our normal practice is to ask for a payment on account and the balance of costs when we exchange Contracts, as part of our completion statement. If matters do not proceed we reserve the right to charge a fair proportion of our fees based upon the actual amount of work carried out.

Our bill includes disbursements. These are payments that we have to make on your behalf. They will be fully listed in the quotation that we have given you. If any exceptional disbursements become necessary we will of course advise you.

Please remember that in addition to your legal fees and disbursements you will probably have to pay survey fees and arrangement fees in connection with your mortgage application and if you require a private survey, then a further fee will be incurred for that. Please note that these fees are quite separate from the legal costs and disbursements, and are not usually collected by us.

If a dispute arises with regard to our costs then you have a right to object to the bill and apply for an assessment of the bill under Part III of the Solicitors Act 1974. Further details are available upon request.

## Identification

It is our standard practice these days to request all Clients to provide satisfactory evidence of identity. We enclose herewith a list of the items which are acceptable for establishing this. Please would you be good enough to call at the Office at an early stage bringing with you suitable identification for photocopying. Occasionally, we may be asked by third parties to produce evidence of your I.D. and we will assume unless you advise us to the contrary that you have no objection to us passing on details of your I.D. in such cases.

## Confidentiality

We will not discuss your business or disclose the contents of your file to any third party without your written consent except that:-

- Unless you instruct us otherwise, your file may be used for auditing or monitoring purposes and
- We are legally obliged under the Proceeds of Crime Act 2002 and other similar legislation to report any knowledge or suspicion of money laundering to the Serious Organised Crime Agency.

## Complaints

We do of course very much hope that you will not have cause to complain about the services which you receive from us. If you do however have any concerns about the way in which your matter is being handled, the costs presented to you or about our services generally, we should be grateful if you would please in the first instance contact the Fee Earner having the overall conduct of this matter in order to discuss your complaint. Should we be unable to resolve any complaint raised by you by this method, then we will ask you to put the complaint in writing to our Complaints Officer, John Hussell. He will then deal with the complaint from that point, providing you with full details of our complaints procedures. If your complaint is regarding a matter that he has conduct of, then Mrs Sally Kingsbury will deal with the complaint.

If you are still not satisfied you can contact the Legal Ombudsman ([www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)). Tel: 0300 555 0333. Or you can email them at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk). Any complaint to the Legal Ombudsman must usually be made within six months of receiving a final written response from us.

The Legal Ombudsman may not consider a complaint about the bill if a client has applied to the court for assessment of the bill.

## Conclusion

We hope that the above notes and observations are helpful to you and will assist you in understanding how this matter is being dealt with. Please retain it for reference and if you have any comments or observations about our services then please do not hesitate to let us know.

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## ***Caveat Emptor*** *(And What It Means)*

Moving into your new home should be an exciting and enjoyable experience. Unfortunately, Buyers sometimes find that their dream home has unexpected hidden defects that can cause disappointment and unwelcome expense. Below we set out a few simple recommendations to help prevent this happening to you.

The basic rule is “*Caveat Emptor*”. This is Latin for “let the buyer beware”. It means that, although sellers cannot expect to get away with telling lies about

the state and condition of the property that they are selling, it is nevertheless the Buyer's responsibility to check that the property is all that it appears to be.

Please remember that we, as your Solicitors, are not surveyors, and will not have seen the property. It is essentially your responsibility to check the state and condition of the property that you are purchasing.

***We recommend the following:-***

- Home Information Packs have now been suspended indefinitely by the Government with effect from May, 2010. Sellers are still required to provide an Energy Performance Certificate however. You should ask the Estate Agent for a copy of this. It will contain useful information about the energy efficiency of the property, environmental impact, estimated energy use, and will contain recommendations as to cost effective ways of improving energy efficiency.
- Arrange for a Homebuyer's Survey and Valuation Report to be carried out by a qualified surveyor. This is a standard Report designed to meet the needs of Buyers and will deal with a wide range of relevant matters. Even if no problems are identified, the Report will often contain a variety of useful information about the property. Although the Report is general in nature, if further investigations or enquiries are necessary a surveyor will often be able to identify these. The cost of the report depends upon the value of the property that you are purchasing. Typically the fee is around £250-£300. Remember that you can always re-negotiate the purchase price before exchange of contracts, so if any problems are identified, and you still wish to proceed with the purchase, it may be possible to negotiate a reduction in the price or to get the seller to carry out certain work before you proceed.
- If you are having a mortgage to assist you in buying the property, a valuation report will have been carried out. Please remember that this is **NOT** a detailed survey and is mainly designed to check that the property is worth what you are paying for it. More importantly, although the Buyer is often required to pay for the survey, it is actually carried out for the Lender and the surveyor may not consider himself responsible to you as Buyer if he fails to spot something.
- Whether or not you have a Homebuyer's Report, we strongly recommend that you arrange for all services at the property to be tested before exchange of Contracts. In particular you should consider checking the wiring, plumbing, central heating system and household appliances such as cookers, showers etc. We particularly recommend that you ensure that the central heating boiler is functioning adequately and that all other gas and electric installations are fully operational and safe. These checks and tests should be carried out by properly qualified and certificated engineers.

- Visit the property as often as you can before exchange of Contracts. In particular, visit the property just before exchange of Contracts, especially if you have not been there for some time. The more you know about the property before you commit yourself to purchasing it the better.
- If possible, get to know the Sellers and establish a relationship with them. Ask them questions and get them to show you how things work. If the Sellers prove evasive or unhelpful, that may be a useful warning sign that something is not quite right.
- If the property you propose to purchase is unoccupied, it may be that services are disconnected. If possible, get the Estate Agents or the Sellers to reconnect the services in order that they can be tested. If any services are disconnected you should make full enquiries about how and when the reconnection will take place and who will pay for it.
- Please remember that once Contracts have been exchanged for the purchase of the property, it can be very difficult to obtain any redress if problems are discovered later. The more you know about the property before you exchange Contracts, the less likely you are to receive any unpleasant shocks after completion.

This note has been prepared for the benefit of Clients of Cameron Jones Hussell & Howe Ltd. If, having read these notes you have any concerns or wish to discuss any aspect of your purchase please contact us for further advice



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*Notes to be Read in Conjunction with the Attached Conveyancing Costs Quotation/Estimate*

*Please read the following notes carefully.*

1. Our costs and disbursements will become due and payable immediately we have exchanged Contracts for the purchase of the property you intend buying. We will in due

course provide you with a Completion Statement which will tell you precisely how much we require from you to complete your purchase, including your deposit. Please note that payment may be made by cheque, banker's draft, telegraphic transfer or debit or credit card and that we cannot accept sums in cash exceeding £500. If you pay by cheque, remember that this will take five days to clear. If you choose to pay by credit or debit card, please note that we can only accept payment of our costs by this means (and not for example your deposit) and that payments by credit card will attract a surcharge of 2½% of the amount being paid.

2. We require a payment on account £150. This payment will of course be taken into account in our Completion Statement.
3. Please note that the cost of Searches may vary from Local Authority to Local Authority and that some amendment of the price quoted may therefore be necessary. If that is the case we will advise you immediately.
4. There are a number of other Searches that we can make before we exchange Contracts. These may be made at your request, or we might be required to carry them out by your Building Society or other Lender. The usual additional Searches are:-

(i) Mining Search - £39.00

(ii) Environmental Search – approximately £35.00

*The Mining Search* gives information on past mining activity in the locality and would indicate for example the position of any mine shafts.

*The Environmental Search* is to check on past industrial use of the site, contaminated land issues etc.

If you would like us to carry out any of these additional Searches or if you would like to talk to us about whether we consider these Searches necessary in your particular case please let us know.

Finally, please note that if the matter does not proceed to an exchange of Contracts for any reason then we reserve the right to charge you a fair proportion of the fees quoted based upon the actual amount of work carried out.



## Ownership Agreements for Joint Owners

If you are buying your new house as joint owners we would like to make you aware of all the different types of ownership agreements you may enter into:

TYPE OF OWNERSHIP	What would happen to the proceeds in the event of: <b>SALE</b>	What would happen to the proceeds in the event of: <b>DEATH</b>
<b>JOINT TENANCY</b>	Proceeds would be shared 50/50	The whole property would go to the survivor
<b>TENANTS IN COMMON IN EQUAL SHARES</b>	Proceeds shared 50/50	½ Share passes according to deceased's Will. If there is no Will, goes to <b>next of kin</b> . ( <i>This is not your solicitor if you are not married or in a civil solicitorship. It will be your closest blood relative</i> )
<b>TENANTS IN COMMON IN UNEQUAL SHARES</b>	Proceeds shared as per the agreement	Deceased's share passes according to the deceased's Will/ If there is no Will, goes to <b>next of kin</b> . ( <i>This is not your solicitor if you are not married or in a civil solicitorship. It will be your closest blood relative</i> )

Please consider these various options of ownership and let with us know the type of arrangement that you believe would be the most suitable for you.  
We look forward to hearing from you.