

Terms and Conditions of Service and Information: RMNJ Conveyancing Solicitors

OUR AIM

We aim to offer our clients quality legal advice with a personal service at a fair cost. We set out in this statement the basis on which we will provide our professional services.

OUR COMMITMENT TO YOU

We will:-

- REPRESENT your interests keep your business confidential
- GIVE INDEPENDENT legal advice
- KEEP YOU informed of progress as and when necessary
- AVOID using technical legal language when writing to you
- DEAL with any queries you may wish to raise on any aspect of the transaction

OUR SERVICE

1. The normal hours of opening at our offices are between 9.00 a.m. and 5.00 p.m. on weekdays. Telephone coverage is provided during this period.
2. How long will your conveyance take to complete? We aim to achieve completion within 6-8 weeks from initial instructions on sale transactions and completion within 6-8 weeks from receipt of the contract papers from the seller's solicitors on purchase transactions. Expedited work can be undertaken by prior arrangement. This can shorten the process but increases the cost. Often conveyancing progress is held up by matters outside our control in which case the time limits shown do not apply. We aim to complete straightforward Remortgages within 10 working days of receipt of mortgage offer at this office.
3. We are specialist conveyancing solicitors. We undertake conveyancing using systems that generate standard letters and automate certain processes that help keep costs down and boost efficiency. You may therefore receive more than one letter on the same day dealing with different aspects of your sale purchase or remortgage.
4. We will contact you when we need information or to give you information. It will not generally be necessary for you to contact us unless you have a change of circumstances. Our systems are geared to take your transaction forward without the need for you to call us.
5. Our conveyancing service is so structured that you will not need to visit us. Everything can be done by post and telephone etc. However, RMNJ has its offices in Birkenhead with close road and rail communication available if you wish to visit us for any reason. Please make an appointment to ensure that the person you want to see is available.

PEOPLE RESPONSIBLE FOR YOUR WORK

1. We will notify you in writing of the person[s] allocated to conduct your Conveyancing and give you direct contact details. We will try to avoid changing the people who handle your work but if this cannot be avoided, we will tell you promptly of any permanent change. Sometimes certain work processes will be carried out by someone other than the named person allocated to your case, where this results in greater efficiency. Also if the person dealing with your case is off work for any reason we will ensure that someone else progresses your case in that person's absence.
2. The partner of this firm with final responsibility for work done in this department is David Pontin.

CHARGES, EXPENSES AND THE COMPLETION DATE

1. In residential Conveyancing matters we will provide you with a quotation for the total costs and disbursements [monies we pay out on your behalf]. If you have a query regarding your quotation please contact our New Business Department on 0151 666 8765. In addition we have menu pricing for certain types of additional work, details are attached.
2. Our Conveyancing charges including the menu charges are designed so far as possible to enable clients to budget for their legal services and not receive an unexpected bill at the end. The menu charges are appended to these terms and conditions for your reference. The menu charges are a guide to the cost of certain types of work that we are asked to do.
3. If we are acting on the sale of property for you, we will need to obtain a redemption figure from the current lender if there is one, and lenders usually make a charge for this, which will be added to the mortgage debt. We may need to obtain more than one mortgage redemption figure as the figures given are time limited. We will not make any additional charge for obtaining the figures but your lender might. If your lender has your title deeds they may also make a charge for producing the title deeds. If you have a query, please contact your lender direct about the charge to be levied. If you are selling a leasehold property we will be obliged to obtain information from the freeholder and/or the management company for which a charge will be made by the freeholder and management company, we have no control over this or the amount charged for producing the information.
4. Your acceptance of our terms and conditions is your authority to us to obtain your title deeds and obtain redemption figures as necessary from your lender.
5. Conveyancing involves a lot of administration which is common to all cases. We can predict the likely time this will take and our quoted costs are framed accordingly. This does not enable us to give a fixed price quote for an unlimited amount of work. If your conveyancing throws up additional work or a problem such as a defect in the title or you require an additional service like putting someone on the deeds, or taking someone off the deeds, additional charges will be incurred. So far as possible the additional services are provided for in our menu pricing information appended to these terms and conditions.
6. You should not need to contact us other than when we ask for instructions or information as our standard procedures are designed to provide you with all the information and explanation necessary about the transaction. Our quoted conveyancing costs provide for up to 15 minutes of the caseworker's time dealing taking instructions and providing information. If you require more detailed information or raise numerous or complex queries we will be pleased to respond by telephone email or letter but this will attract an additional charge in accordance with our hourly rate prevailing at the time.

7. Solicitors have to pay out various other expenses on behalf of clients for search fees registration fees and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT is payable on certain expenses. We refer to such payments generally as “disbursements”. There are now stiff penalties imposed by H M Revenue and Customs if Stamp Duty Land Tax procedures are not followed within strict time limits. We will require the Stamp Duty Land Tax monies [if any] and the properly completed Stamp Duty Land Tax forms which we will provide, to be in our hands before completion. If your transaction does not complete for any reason we will charge you for the money we have paid out on your behalf and also we reserve the right to make a reasonable charge for the work done.
8. Please be aware that if we exchange contracts on your behalf in a sale or purchase a “completion date” will be set at that time with your agreement and your failure to complete the transaction on the agreed day will result in interest and other penalties which may include rescission of the contract as well as additional legal costs. It is therefore vital that you instruct us to exchange contracts and agree the completion date in the certain knowledge that you have the necessary finance and other arrangements in place to complete the transaction on the agreed day. If the proximity of completion date and exchange of contracts is close or especially if it is to be the same day, be aware that you may suffer loss and inconvenience if the transaction does not go ahead as planned for reasons that may be outside of our control.

PAYMENT ARRANGEMENTS

1. To cover our disbursement payments we will ask you for a payment on account at the start of the transaction. This will be accounted for on completion. We will send you a completion statement where appropriate and your bill. To keep our costs to a minimum we require cleared funds in settlement of our fees before the day of completion.
2. Increasingly clients are asking us to receive payments of substantial sums by way of a number of payments. Our quoted fees include the administration cost of receiving incoming payments from you as requested by us. If you elect to pay us by bank transfers in smaller amounts or from different accounts when we ask for payments we will charge an administration fee of £10 plus VAT after the first payment.
3. In any case where payment of our fees is not made on the day of completion Interest will be charged on a daily basis at 4% over Barclays Bank Plc's base rate from time to time from the date of the bill in cases where payment is not made on completion or within 28 days of delivery by us of the bill.
4. We are able to accept payment by Debit or Credit Card at this office, by telephone or in person. There is no charge for payments received by Debit card. Also, there is no charge for payments received by Credit card for monies paid on account to fund searches or RMNJ's no completion no fee option payment. Any other Credit card payments will carry a 2% surcharge.
5. Owing to regulations imposed on us by our regulatory body we can only draw against cleared funds; we require 7 working days from receipt of a cheque to allow clearance through the banking system.
6. Stopped or “bounced” cheques will incur an administration charge of £35.25 plus any bank charges paid by us for each time the cheque is returned to the bank.

INTEREST PAYMENT

Any money received on your behalf will be held in our Client Account. Subject to certain minimum amounts and periods of time set out in the Solicitors' Accounts Rules 1998, interest will be calculated and paid to you at the rate from time to time payable on Barclays Bank Plc's Designated Client Accounts. The period for which interest will be paid will normally run from the date (s) on which funds are received by us until the date (s) of issue of any cheque (s) from our Client Account, subject to a minimum of £20.00.

FINANCIAL SERVICES

We are not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so that we may carry on insurance mediation activity, which is broadly the 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 Solicitors Regulation Authority. The register can be accessed via the Financial Services website at www.fsa.gov.uk/register.

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Complaints Service is the independent complaints-handling arm of the Law Society. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of those bodies.

CLIENT MONEY

Client money will be held in a client bank account with Barclays Bank plc. RMNJ accepts and deals with client money in accordance with the requirements of the Solicitors Regulation Authority. In the event of the default of Barclays Bank plc in regard to monies deposited with them on your behalf by RMNJ, no liability for the bank's default is accepted by RMNJ.

STORAGE OF PAPERS AND DOCUMENTS

1. After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. We will then keep your file of papers in storage for 6 years without charge after conclusion of your case. All files are presently sent to an off site archive facility. At the end of the six year period we will arrange for the file to be destroyed at our expense. If you wish to keep your file personally, you may collect your file from the office at any time by prior appointment during the 6 year period. We will not contact you again before taking this action. [Note if your property is subject to a mortgage, we will not be able to release the file to you without the consent of your lender.]

2. If we retrieve papers or documents from off site storage or copy documents for you we will make a reasonable charge for so doing. We may make a charge based on time spent plus disbursements for producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with your instructions, at the rates then prevailing for the Fee Earner concerned.
3. Please note that it instead of the above arrangements it may be that your file will be scanned and stored digitally whereupon the original paperwork will be destroyed.

DEEDS WILLS AND OTHER SECURITIES

We will not destroy deeds, wills and other securities, which you ask us to hold in safe custody. No charge will be made for such storage unless prior notice in writing is given to you at your last known address of a charge to be made from a future date which may be specified in that notice. We will however make a reasonable retrieval charge and recover from you the cost of any postage incurred.

TERMINATION

1. You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing work and / or incurring charges and expenses on your behalf, you must tell us this clearly in writing.
2. If we decide to stop acting for you, we will tell you the reason and give you notice in writing.
3. Under the Consumer Protection (Distance Selling) Regulations 2000, for some non-business instructions, you may have the right to withdraw, without charge, within 7 working days of the date on which you asked us to act for you. However, if we start work with your consent within that period, you lose that right to withdraw. Your acceptance of these terms and conditions of business will amount to such consent. If you seek to withdraw instructions, you should give notice by telephone, email or letter to the person named as responsible for your work. The Regulations require us to inform you that the work involved is likely to take more than 30 days.

LIMITED COMPANIES

When accepting instructions to act on behalf of a limited company, we may require a Director and / or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out earlier.

COMMUNICATION

1. Methods of communication: We welcome written communication and if you need to telephone us whenever possible you will speak to the person dealing with your case. If that is not possible his or her assistant will help. If no one is available we will get back to you. Email can be very useful in certain circumstances but if possible we would ask you to use email only by arrangement with the person dealing with your case. In regular transactions email should not be required, indeed you should not need to write to us other than to return documents sent to you for signature or to respond to enquiries or requests for confirmation we send to you during the course of the transaction.
2. Unless you instruct us in writing to the contrary we may communicate with others by email or fax but cannot be responsible for the security of such correspondence. Please note that we may need to virus check disks and email.
3. The Data protection Act requires us to advise you that your particulars are held on our database. We may, from time to time, send you information which we think might be of interest to you.
4. Our aim is to offer all of our clients an efficient and effective service at all times. We hope that you will be pleased with the work we do for you. However, should there be any aspect of our service with which you are unhappy, please raise your concern in the first place with the person dealing with your case. If those queries or concerns are not answered, please contact our practice manager Lianne Millen based at our Hamilton Square office. [Telephone 0151 647 0000]. If you are not satisfied with our handling of your complaint you have the right to complain to the Legal Ombudsman PO Box 6806 Wolverhampton WV1 9WJ.
5. Where your mortgage has been arranged by a broker we will update the broker as to the progress of the matter and by agreeing to our Terms and Conditions of business you consent to the release of this information.

MONEY LAUNDERING

The government has imposed anti money laundering rules on banks building societies and the professions etc. We are by these rules obliged to have sight of specified identification documents. We will ask for evidence of identity [ID] and/or carry out an ID check via a credit reference agency with your consent early in your transaction and we will return original documents swiftly. Also we may be obliged to ask about the source of funds used to provide balance purchase price etc. if these come other than from a known source such as a UK main clearing bank.

APPLICATION OF TERMS AND CONDITIONS OF BUSINESS

Unless otherwise agreed and subject to the application of then current hourly rates, these Terms and Conditions of Business shall apply to any future instructions given by you to this firm unless amended by prior notice.

1. If you have been recommended to RMNJ by a financial advisor or other third party defined by the above Code ["the Code"] as an "introducer," RMNJ will pay a fee to the introducer on completion of the transaction. This payment is defined under the Code as a "referral fee". It also amounts to what the code defines as a "financial arrangement" between us and the introducer. The payment made is a contribution by us to the introducer's administration overheads and to pay them for marketing our firm's services to you and completing initial information forms which we provide.
2. We will not disclose confidential information provided to us by you to the introducer unless you consent.
3. If we are also acting for your lender or the introducer in the transaction and for some reason a conflict of interests arises between you and the lender/introducer in accordance with the Solicitors Code of Conduct we may be obliged to cease acting for you.

COMMISSIONS etc

The Solicitors Code of Conduct requires us to account to you for any discounts or commissions etc we receive, because unless you agree to the contrary the commissions received by us belong to you. In cases where legal indemnity insurance is required due to our discovering a defect in the title, the insurers we instruct will pay us a commission of 15% of the fees charged for the policy. We propose to retain this because we will not make any charge for arranging the insurance, and we would otherwise be obliged to make an administration charge for that service which is outside the range of our normal package price. In accordance with the Solicitors Code of Conduct regulations, if you require us to account to you for the discount received [if any] and commission paid on local searches or indemnity insurances we will of course comply but in such event we will need to make an equivalent uplift in our quoted legal fees plus VAT.

**Important Notice Pursuant to Rule 2.05 Solicitors Code of Conduct
2007**

We endeavour to provide our clients with an excellent service and in the unusual event that you find the need to complain we shall deal with your complaint promptly, fairly and efficiently in accordance with a procedure which provides you with effective safeguards. A copy of our written procedure is available upon request.

The investigation of a complaint should be completed within eight weeks (more detailed timescales are set out in our written procedure)

If you are dissatisfied with the outcome of your complaint you have a right to complain to the Legal Ombudsman PO Box 6806 Wolverhampton WV1 9WJ. You may do so after the completion of our complaints procedure (provided we do not delay) and within 6 months of our final letter to you otherwise they may not be able to deal with your complaint.

There may be a right to object to our bill by applying to the Court for an assessment of the bill under Part III Solicitors Act 1974. The Legal Ombudsman may not be able to deal with a complaint about a bill if you have applied to the Court for such an assessment.

RMNJ Solicitors
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Birkenhead
Wirral
Merseyside
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Conveyancing Fax: 0151 666 8755 or 0151 666 8757
General E-Mail: partners@rmnj.co.uk –
WEB: www.rmnj.co.uk

RMNJ Conveyancing Solicitors Additional Services Fees Menu [excludes VAT]* current from 03 05 2012

Description of Service	Cost
Administrative Services and General	
1. Copying documents per page	£0.15
2. Duplicate or additional correspondence as required per item	£7.50
3. Duplicating all correspondence in sale: estranged co -owners	£125.00
4. Payment in to RMNJ by instalments [applies after the first payment, per instalment]	£10.00
5. Electronic ID check	£15.00
6. Special Delivery of postal packet to client in place of ordinary post	£15.00
7. Copy documents from Land Registry Cost of document plus admin charge of:-	50% of cost
8. Retention admin charge	£125.00
9. Bank Transfer of Funds	£40.00
10. Probate Minimum charge [thereafter at £175.00 per hour]	£495.00
11. Personal attendances giving advice answering queries letter/email/phone/in person per hour	£165.00
12. Auction purchase paper review whether proceeds or not payable in advance. [if proceeds discount £100.00 from standard fee]	£200.00
Deeds and Documents [excludes mortgage related deeds]	
1. Transfer of Equity in conjunction with Remortgage	£175.00
2. Transfer of equity acting for party coming off title	£175.00
3. Transfer of Equity not in conjunction with mortgage	£225.00
4. Declaration of Solvency	£75.00
5. Statutory Declaration	£175.00
6. Deed of Trust [from]	£200.00
7. General Power of Attorney	£175.00
8. Simple Will single	£150.00
9. Simple Will double mirror will	£200.00
Expedition Fees [non refundable payable in advance]	
1. Exchange within 14 days	£275.00
2. Exchange within 28 days	£225.00
Freehold Property	
1. First Registration freehold	£175.00
2. New Build freehold property add	£200.00
Leasehold Property	
1. New Build additional fee leasehold	£250.00
2. Landlord/managing agents notice / information fee paid out	variable
3. Leasehold deed of covenant sale or purchase	£125.00
4. Purchase of freehold of leasehold flat [per flat]	£395.00
5. Lease extension pre agreed with Landlord	£495.00
6. Purchase share of freehold	£175.00
7. Purchase of entire freehold of a leasehold house	£250.00
8. Deed of variation of lease	By Arrangement
9. Residential tenancy agreement	By Arrangement
10. Assignment of Commercial Lease [From]	£850.00
11. Acquire share of freehold as condition of leasehold purchase [add]	£175.00
12. Shared ownership	£225.00
Mortgages	
1. Deed of Postponement	£200.00
2. Long Service award armed forces	£175.00
3. Key Workers Loans	£225.00
4. Bankruptcy related work [remortgage]	£200.00
5. Equity Release Mortgage	£650.00
6. Debts to be discharged as condition of Mortgage [each debt]	£100.00
7. Lender separately represented	£175.00
8. Redemption of second charge, cautions and restrictions	£100.00
9. Private mortgage [budget around]	£350.00
10. Unsecured loan agreement in conjunction with a mortgage	£100.00
11. Homebuy scheme / shared equity housing association	£225.00

* The prices shown here are based on our experience of the price that each item will cost to enable us to deliver the service you require. Individual cases may be, or may become, complex and require review.