

TERMS & CONDITIONS OF ENGAGEMENT



Our services will be provided in accordance with our quote letter to you and the following terms of engagement. These terms of engagement should be read in conjunction with the letter confirming your instructions. The terms are subject to English Law and the courts of England & Wales shall have exclusive jurisdiction.

E-MAIL COMMUNICATION

Conveyancing Network has full internet access and all lawyers and support staff are able to send and receive e-mail. There are, however, a number of issues arising from this which require us to stipulate a number of conditions concerning the use of email.

The use of e-mail carries certain risks including breach of confidentiality, transfer of virus infections and loss of messages. Notwithstanding this, you agree to the use of e-mail where appropriate for the exchange of correspondence and documents between us. However we accept no responsibility for any loss to you, as a result of the use of e-mail between ourselves or third parties.

Use of e-mail, including the mere receipt of an e-mail message with an attached file, may result in the 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 into 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 investigations 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.

FEES

Wherever possible, our conveyancing work is carried out on the basis of a fixed fee. Within this fixed fee we include all conventional work associated with a typical conveyancing transaction.

On occasion, our clients require other legal services to assist them in their transaction. Wherever possible we will endeavour to provide you with a fixed fee for these additional legal services before undertaking these services on your behalf. Leasehold transactions attract a supplemental fee due to the extra work involved.

Mortgage lenders need specific work carried out before granting or repaying a mortgage. Whilst this work is carried out for their benefit, they require you to be responsible for the fees for this work.

Should you require additional services which need us to refer you to another department within Conveyancing Network then that department will confirm its own terms of engagement and basis for charging you. There will be no allowance for their time within our conveyancing quotation.

Value Added Tax (VAT) will be added to our fees at the prevailing rate. The rate is currently 17.5%.

Any quotation provided to you by us 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 these may be significant, 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 furthermore we cannot guarantee that such payments will not rise or fall in accordance with government policy.

PAYMENT ARRANGEMENTS

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 agree to transfer money to you to an overseas account, nor will we agree to transfer funds to a third party.

Money held by us on your behalf may be taken in payment or part payment of our invoices whether overdue or not. Unless otherwise agreed you remain liable for payment of expenses, whatever the outcome of your transaction. We will in each case deliver a VAT invoice, but this must by law be addressed to the client for whom we have performed the service. Where a third party is to pay our fees the third party will not usually be able to recover the VAT element.

Please note that in accepting our Search facility on a no completion/no fee basis, you are giving your Conveyancing Network solicitor your irrevocable instruction to pay the Search fees, to Conveyancing Network, from the completion monies required from you to complete your transaction. The Search fees will be included in your final statement from your solicitor.

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.

LIABILITY

In no circumstances shall the firm or employees be liable for any loss, damage, cost or expense 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 losses are incurred by us or any claims made by a third party against us as a result of your failures acts or omissions as detailed above, we reserve the right to recover the full amount of any subsequent losses from you on a full indemnity basis.

Conveyancing Network does not accept any responsibility or liability for advice issued by solicitors on the Conveyancing Network panel. As such, Conveyancing Network does not offer any legal advice.

COPYRIGHT REMAINS WITH US

We retain copyright in documents prepared by us but where documents are prepared for your use, we grant you an irrevocable, royalty free-licence to use those documents for the purpose for which they were prepared.

TERMINATION AND SUSPENSION OF SERVICE

You may terminate your instructions to us in writing at any time. However, in accordance with your quote letter you will not be entitled to a refund of your File Opening Fee if you terminate your instructions.

STORAGE OF PAPERS AND DOCUMENTS

Your file of papers on completed transactions will be retained for a minimum of six years on the understanding that your Conveyancing Network solicitor has your authority to destroy it after this period of time. Your Conveyancing Network solicitor reserves the right to destroy correspondence files without notice when your transaction is aborted prior to exchange of contracts.

We reserve the right to make a charge based upon time spent producing stored papers or documents together with time spent reading, corresponding or other work necessary to comply with your instructions.

DATA PROTECTION

We will need to store personal information about you in order to introduce you to providers of legal services, and may disclose that information to third parties in the course of acting for you. We will also keep some of your personal information so that we can 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.

MONEY LAUNDERING REGULATIONS

Evidence of a new client's identity will be required in accordance with the Money Laundering Regulations.

If we have a suspicion of money laundering we are required to disclose this to the authorities. In the event of such a disclosure being made we do not accept any liability for consequential damages arising from compliance with the appropriate legislation.

COMMENTS ON OUR SERVICE

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 then 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 put your complaint in writing to 'The Complaints Officer' and send it to the correspondence address on your quote letter.

FORCE MAJEURE

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