

Key Conveyancing LLP

Terms of Business 2023

The terms in this document, as supplemented and/or amended by any relevant letter of engagement, (“**Terms**”), apply to each matter in relation to which Key Conveyancing LLP undertakes work for you.

In the event of any conflict between this document and the relevant letter of engagement, the letter of engagement shall prevail.

The expressions “we”, “us”, “our”, “firm”, or “Key Conveyancing” means or refers to Key Conveyancing LLP (a limited liability partnership registered in England and Wales with registered number OC380039) whose registered office is at St Edmunds House, St Edmunds Road, Northampton, Northamptonshire, NN1 5DY.

The expressions “you” and “your” refer to our client.

The expression “matter” means a specific transaction or issue in relation to which you ask us to provide services, “services” means all services we provide to you in relation to the relevant matter.

Key Conveyancing LLP provides legal services in England and Wales and is authorised and regulated by the Council for Licenced Conveyancers. The Partners of Key Conveyancing are: John Turner, Sebastian Sgoluppi, Douglas Iles, Harry Wild, Faye Kiernan and Casey Kiernan.

Instructions: We shall be entitled to assume that whoever gives us instructions to provide services has actual authority to do so and we shall be entitled to rely on any information provided to us by that person. Where our client consists of more than one person or entity, the liability of those persons or entities is joint and several. Each joint client irrevocably permits us to disclose to any other of the joint clients at any time any information which we would otherwise be prohibited from so disclosing by virtue of our duty of confidentiality. If any joint client ends this permission during the provision of the relevant services, or if a conflict of interest arises between joint clients, we may suspend or terminate the provision of the services related to that matter to one or more of the joint clients.

It is vital that you provide us with all relevant information to represent you and provide services to you and that all information provided is, to the best of your knowledge, complete, accurate and up to date, and is supplied as quickly as practicable. Please tell us of any subsequent changes to the information provided, as well as about any further information which might be relevant.

Relationship Management: Our objective is to ensure that each matter on which we are instructed is dealt with by people with the right level and area of expertise. In practice this means that different people may be involved in the day-to-day conduct of a matter. To enable this to work well we believe that one person, usually a Partner, should have overall responsibility for managing our relationship with you. That person, as well as having an overview of the various matters being handled for you, will maintain regular contact with you to review progress on outstanding matters and the services we provide. He or she will be able to allocate new matters to the right individual within the practice. You will find more information in your letter of engagement about who we propose should manage our relationship with you and who else will be involved.

Progress Reports and Response Times: All reasonable efforts will be made to keep you informed of progress or of any unexpected delays or changes in the character of the services being provided. Please request a progress report at any time if you are in doubt as to the current position.

Communications: Please let us know if you have a preferred method of communication e.g. telephone, email or post. Unless we hear from you, we will use whatever mode of communication appears appropriate in the circumstances. All email messages sent to us will, if properly addressed, arrive on the terminal of the person to whom they are addressed. Please be aware of the following points:

- the firm is connected to the internet, but the exchange of email messages may be subject to delays outside of our control;
- the safe delivery of email via the internet should not be assumed;
- the confidentiality of email cannot be guaranteed;
- we use Microsoft Office Products. We shall not encrypt or password-protect any email or attachment sent by us. We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of emails including any attachments. We shall not be responsible for the effect on any hardware or software (or any loss or damage arising from any such effect) of any emails or attachment which may be transmitted by us (except where this is caused by our negligence or wilful default).

Fees and Fee Sharing: The Fees that we will charge will be as agreed with you and as set out in our quotation letter. Fees for other legal services will normally be based on the time spent dealing with a matter and will normally be agreed with you in advance, our standard hourly rate charge is £175 plus VAT per hour.

We may enter into a referral agreement with an estate agent from time to time. When we have entered into a referral agreement with an estate agent in relation to your matter, details of such referral fee payable by us to them will be set out in your legal fees' quotation.

Services Included: The services included in our legal fee quotation include:

Opening a file in your name;

representing you in relation to the acquisition and or sale of a residential property identified and chosen by you;

investigating the title to that property; advising you on the title to that property;

completing the acquisition or disposal of the property and then completing the registration of the change of ownership at HM Land Registry.

Other services may be included as detailed in our legal fees' quotation letter.

Key Stages: The key stages of a conveyancing transaction are:

- a. Opening a file and complying with regulatory matters including establishing proof of your identity and checking the source of any money that you intend to use for the transaction.
- b. Preparing or reviewing a suitable contract detailing the proposed transaction.
- c. Investigation the title to the property that you are buying and reporting on that title to you.
- d. Carrying out such searches and raising such enquiries into the property you are buying as are reasonable and required.
- e. Preparing and approving Transfer Deed.

f. Exchanging contracts with the other party and setting the date for completion. At this stage neither party may change the deal or withdraw from the process.

g. Moving money around on the agreed completion date to achieve completion.

h. Registering the acquisition of property at HM Land Registry and completing any mortgage lenders requirements.

Timescales: Residential property transactions in the UK generally tend to take approximately 16 weeks from initial instructions to completion. However, there are many reasons why transactions may take longer to complete.

We can **NEVER** guarantee that a transaction will be completed in accordance with any desired timescale **UNTIL** exchange of contracts has taken place. No written or oral representation made by any of our staff may be interpreted as having the capability of overriding this statement in any circumstances, regardless of when given.

Services which are Not Included: The following matters are specifically not included in our fee quotation:

a. responding to enquiries raised by you or any third party after completion of the transfer of a property has taken place.

b. giving tax advice;

c. advising on the merits or commerciality of any transaction;

d. advising on the condition of the property;

e. checking whether the property complies with any planning permissions granted for it;

f. visiting the property that you are buying or selling.

Inspection of the Property: Please note that no one from Key Conveyancing will visit the property that you are planning to buy and therefore it will be impossible for us to tell you whether the property:

a. complies with any planning permission that was granted for it;

b. whether it is in good decorative and or structural condition;

c. whether the extent of the property is the same as the plan of the property attached to the sales documents;

d. accords with any other description given to it by the seller.

Therefore, it is important that you properly inspect the property yourself (or that you engage a professional surveyor to do so on your behalf) and that you bring our attention to any issues or discrepancies as soon as possible.

Team Effort: There may be times during the progression of your transaction where, for example, we may ask you to make contact with other parties in the transaction in order to assist the smooth flow of the transaction.

For example, it may be easier and quicker for you to speak directly to a party in the transaction which would be quicker than us speaking to them through their lawyers and then awaiting their responses through their lawyers.

If we act together as a team, it is always more effective.

Post Completion

Your purchase file will be stored by us after completion for 15 years.

Your sale file will be stored by us after completion for 6 years.

This is done for our benefit.

If, after completion has taken place (where you are selling a property) or registration at HM Land Registry has been completed (where it is a purchase) you would like:

- a. a copy of your file or a copy of any part of your file; or
- b. you have a question that will require us to review your file or part of your file to answer;

then a charge will be levied for this service which will be calculated at a rate of £150 plus vat per hour. This service is subject to a minimum charge of £150 plus VAT. Postage will also be charged if you want the file or any part of it sent to you in hard copy.

Payment must be made in advance by direct bank transfer or by credit card before we will action your request.

If your request to access the file relates to a possible complaint about our service, then you will still need to make this payment. If your complaint is upheld then, at that stage, a refund of the charge will be made.

Disbursements and Expenses: By instructing us, you are authorising us to incur such disbursements as we consider necessary. However, we will consult you before incurring any significant disbursements. We will not pay for disbursements on your behalf and it is therefore essential that you provide funds to us to meet any disbursements required.

Payments on Account: We may require you to make a payment to us on account of fees, disbursements and expenses at any time and on more than one occasion. The receipt of any such payment on account will be a condition of acting, or continuing to act, for you. Our total invoice may be higher than the amount you have paid on account. Money paid on account which is not subsequently required for fees, disbursements and expenses will be refunded to you.

Billing and Payment Terms: We will invoice you in respect of fees, disbursements and expenses before completion of each matter. Our invoices are due for payment on completion without any deduction, set-off or counterclaim. If an invoice (or part of an invoice) remains unpaid for 7 days after the date of the invoice, we will charge interest at a rate equal to 8% above the Lloyds Bank plc base rate until payment is made. If you have any questions in respect of any invoice raised, then please do speak to us about it.

Client Money: Where we receive money from you which is to be applied on your behalf (including payments on account), it will (unless agreed otherwise with you) be held in our general client account with Lloyds Bank plc. We are not responsible for any loss arising from the insolvency of any bank where client funds are held.

Conflicts of Interest: We take conflict issues seriously. We have procedures in place to ensure that conflict checks are carried out on every matter as soon as practicable so that, if an issue arises, it can be discussed with you and dealt with as soon as possible. Our conflict procedures help us fulfil our

professional obligation not to act for one client in a matter where there is an actual (or significant risk of a) conflict with the interests of another client for whom we are already acting. If at any time you become aware of an actual or potential conflict of interest, please raise it with us immediately.

Confidentiality and Use of Information: We will keep confidential any information which we acquire about your business and affairs. We may disclose such privileged and/or confidential information to:

- our auditors, external assessors or other advisers or
- our insurers (i) for the purposes of our professional indemnity insurance renewal; or (ii) in order to assist us to comply with the terms of our professional indemnity insurance cover.

We may be required to disclose privileged and/or confidential information by law or other regulatory authority to which we are subject.

If you or we engage other professional advisers to assist with a matter we will assume, unless you notify us otherwise, that we may disclose any such information to such other advisers as necessary. Where possible, we will disclose to you all information which is material to your affairs and business regardless of the source of that information. However, we will not disclose to you any confidential information about the business and affairs of any other existing or former client, or any information in respect of which we owe a duty of confidentiality to a third party.

We will use the personal information we receive about you for the administration of our relationship with you, invoicing (and, where necessary, debt collection) and marketing. To help us to make credit decisions about you, to prevent fraud, to check your identity and to prevent money laundering, we may also use the information to search the files of credit reference agencies who will record any credit searches on your file.

We reserve the right to destroy files without further reference to you at any time after completion of a matter.

Insurance Products: From time to time, we may recommend to you that you purchase an insurance policy in relation to an aspect of your property purchase or sale transaction.

Please note that this firm is not authorised by the Financial Conduct Authority.

However, we are included in the register maintained by the Financial Conduct Authority so that we can carry on Insurance Distribution Activities, which is broadly advising on, selling and administration of insurance contracts. This part of our business is regulated by the Council for Licensed Conveyancers, and arrangements for complaint or redress if something goes wrong are subject to the jurisdiction of the Legal Ombudsman (www.legallombudsman.org.uk).

The register can be accessed via the Financial Conduct Authority website at <https://register.fca.org.uk>.

Exclusions and Limitations of Liability: If we are prevented by circumstances beyond our reasonable control from providing the services, we have undertaken to perform for you, we will immediately notify you of the nature and extent of such circumstances.

If as a result of those circumstances, we are unable to meet any deadline or complete the services by any estimated date of completion or at all:

- any such failure on our part will not constitute a breach of the agreement between us;

- we will not be otherwise liable to you for any such failure to the extent that it is attributable to any such circumstances notified to you; and
- any estimated date for completion of the services will be extended accordingly.

We shall have no responsibility to notify you of, or the consequences of, any event or change in the law (or its interpretation) which occur after the date on which the relevant service is provided. We shall not be liable for any indirect loss or damage or any loss of profit, income, production or accruals arising in any circumstances whatsoever, whether in contract, tort, negligence, for breach or statutory duty otherwise, and howsoever caused.

The liability of Key Conveyancing LLP for any claim under contract, tort, negligence, for breach of statutory duty or otherwise, for any loss or damage, costs or expenses howsoever caused arising out of or in connection with the services shall, in relation to each matter, be limited to the sum specified in the letter of engagement or, if no sum is specified, the sum of £2 million.

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).

Key Conveyancing LLP will provide the services to you and your agreement is solely with Key Conveyancing LLP.

You agree that you will not bring any claim of any nature against any individual person associated with or employed by Key Conveyancing LLP.

Nothing in these Terms shall exclude or restrict our liability to you for death or personal injury resulting from our negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be so limited or excluded under any applicable law or regulation.

Regulations affecting your Cancellation Rights: If we have not physically met you, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may apply to your matter. This means that you will have the right to cancel your instructions to us within 14 working days of entering into a contract with us without giving any reason. You can cancel your instructions by contacting us by post or email to the relevant office. Once we have started to work on your file, you may be charged if you then cancel your instructions.

Termination of Services: You or we may bring the provision of all or any services to an end at any time by giving written notice to the other. We will not do this without giving you reasonable notice and without a good reason such as:

- your failure to pay to us any amount due, or money on account requested; or
- your insolvency; or
- the discovery or creation of a conflict of interests; or
- our being prevented from acting by the Serious Organised Crime Agency; or
- your requesting us to break the law or any professional requirement; or
- the relationship of trust and confidence necessary between a conveyancer and client ceasing to exist between us; or
- your failure to give us adequate instructions; or

- any other breach by you of these Terms.

If the provision of services is terminated you will be liable only for fees arising and payments made or committed up to the date of termination, together with any fees or payments for services necessary in connection with the transfer of the matter to another adviser. If this happens, we shall charge for services provided in accordance with the hourly rates prevailing at the relevant time. VAT will be charged as applicable. All our rights set out in these Terms shall continue to apply even if we terminate the agreement between us.

Complaints: If you have any complaints about the services provided to you (including any problem with an invoice) you should raise that issue with the individual dealing with the matter for you. Our Complaints Charter (available on our Website) sets out how we will manage your complaint.

If we are unable to resolve the complaint between us, you may refer the issue to the Legal Ombudsman at PO Box 6806, Wolverhampton, WV1 9WJ, telephone - 0300 555 0333 (www.legalombudsman.org.uk).

Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve your complaint with us first. If you have, then you must take your complaint to the Legal Ombudsman: no more than one year from the date of the act or omission being complained about; or no more than one year from the date when you should have realised that there was cause for complaint; and within six months of receiving a final response from us to your complaint.

Non-Waiver: Any failure by the firm to insist upon strict performance or any of the Terms, or any failure or delay by the firm to exercise any rights or remedies whether under the Terms and/or at law or otherwise, shall not be deemed a waiver of any right of the firm to insist upon the strict performance of the Terms or of any of its right or remedies as to any default under the Terms.

Severability: If any of these terms are found by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable then that provision shall, to the extent necessary, be severed and shall be ineffective but without affecting any other Term.

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Key
Conveyancing