

Scope of work

**Sale of Residential Freehold Property**

<p><b>Summary of work</b></p>	<ol style="list-style-type: none"> <li>1. Investigate your title to the property and prepare a title pack.</li> <li>2. Assisting you with replies to enquiries raised by the buyer's solicitor.</li> <li>3. Organise an Energy Performance Certificate (EPC) if one has not already been commissioned.</li> <li>4. Draft the sale contract.</li> <li>5. Respond to further enquiries from the buyer's solicitor.</li> <li>6. Report to you on the contract.</li> <li>7. Exchange contracts.</li> <li>8. Obtain a redemption statement from your lender.</li> <li>9. Prepare a completion statement.</li> <li>10. Approve the form of transfer of the property and reply to requisitions on title.</li> <li>11. Complete the sale, redeem your mortgage and send you the proceeds of the sale.</li> <li>12. Deal with post completion administrative matters.</li> </ol>
<p><b>Conditions</b></p>	<p>It is important for you to understand that our fee estimate is based on a number of conditions. Should these conditions prove incorrect then we will need to discuss with you a revised fee estimate.</p> <ol style="list-style-type: none"> <li>1. That the title to the property is clear, straightforward and uncomplicated.</li> <li>2. That the buyer is advised competently and we do not enter into protracted negotiations.</li> <li>3. That we do not need to chase the solicitor on the other side. If chasing is needed to progress the transaction within your timescales (unless these were already discussed with us at the outset) then we will give you the option to do it yourself. If you wish us to chase then we will charge the time at our hourly rate <u>in addition to</u> our fixed fee.</li> <li>4. That we receive the full and prompt co-operation of all other parties in providing relevant documents or in responding to enquiries.</li> <li>5. That we only deal with yourself and the other side (or the managing agents) but not any third parties eg: the Local Authority or the Planning Officer.</li> </ol> <p>Depending on the matter, there may be other conditions</p>
<p><b>Exclusions</b></p>	<p>Sometimes clients are not clear about what advice we will not be giving to them and to avoid embarrassment later we set out below the advice we will <u>not</u> be giving:</p>

	<ol style="list-style-type: none"> <li>1. We will not advise on the tax implications of your sale. If you require such advice we recommend you consult a suitably qualified accountant.</li> <li>2. We will not provide investment advice. If you require such advice we recommend you consult a suitably qualified professional.</li> <li>3. We will not advise on tax (including CGT) or VAT issues other than the amount of SDLT payable and property specific VAT.</li> <li>4. If you have previously claimed relief from SDLT on the purchase of a property then HMRC can claim 'clawback' if the circumstances which enabled you to claim relief change within 3 years of the date of that claim. If clawback might apply, it is your responsibility to advise HMRC. Failure to do so may result in interest and penalties being charged.</li> <li>5. We will not advise or give an opinion as to whether the property is worth the value given to it. We assume you will be taking advice from your surveyor.</li> <li>6. We will not provide advice on planning other than to advise on the terms of any existing planning consent or s106 agreement.</li> </ol> <p>Depending on the matter, there may be other exclusions</p>
<b>Abort fee</b>	If the matter aborts or fails to proceed for any reason then we will charge the time spent up to the agreed fee.
<b>Note</b>	Your involvement in the process is critical and we encourage you to take an active part in it. If any of the information set out above is not clear or is <u>incorrect</u> please be sure to raise this or any other concerns you may have with us immediately.