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Dear Client

**RE: Your property sale matter**

**Our Ref:**

**Date:**

**Please ask for: Mr Mathew or Chris Berry**

We understand that you wish our firm to act on your behalf in respect of your proposed conveyancing transaction.

If there is any other person who is also owner of the property then we will require their full name & contact details & for them to sign our Firms instructions alongside your own signature and furnish information as sought below.

Our professional practice rules dictate that we inform you of a number of matters concerning this matter and how we intend to deal with it on your behalf. We appreciate that this is a lengthy document, but it is important that you read it thoroughly. If there are any matters within it that you require further clarification on, please do not hesitate to contact our office to discuss same. We would ask you to sign & return the copy of this letter to indicate your agreement to the terms of engagement. Our full business terms are found within the accompanying 'terms of business booklet', please ensure you have read through this document in its entirety. Once we are in receipt of same we can then proceed to deal with this matter on your behalf.

As highlighted in the below contents of this letter, please:

- Sign the two sections of the instruction form and return this to our office
- Make the initial payment to our client account to cover initial searches
- Complete and return any enclosed documentation
- Please provide your photo ID (e.g. passport/ driving licence) and 'proof of address' identification (dated within the last 3 months) e.g. council tax letter, utility bill. If it is not feasible for you to pop into our office with your ID, you will need to have the above documents certified by an authorised third party. Please refer to the enclosed 'terms of business' booklet for further information.

**Responsibility for Work:**

Chris or Mathew Berry will have day-to-day conduct of the matter and as principal of the firm, Chris Berry will have overall supervisory responsibility for your matter.

**Terms of Instruction**

We will be carrying out the following work on your behalf:

- a) Obtaining details of the title to the property;
- b) Preparing the draft contract and supplying evidence of title to the buyer's conveyancer;
- c) Dealing with enquiries raised by the buyer's conveyancer and liaising with freeholder/management company (where appropriate);
- d) Obtaining a redemption statement for any mortgage(s) secured against the property;
- e) Negotiating a transfer document;
- f) Proceeding to exchange of contracts and then completion of the sale;
- g) Transferring funds by telegraphic transfer to lenders to redeem any mortgages secured against the property;
- h) Accounting to you for the net sale proceeds and arranging to pay any agents commission charges.

We will not carry out a physical inspection of the property.

**Documentation forwarded to you for completion:**

We enclose the following papers, which please complete and return to our offices:

- Sellers Property Information Form
- Fixtures Fittings and Contents List
- Clients Instruction Form

There has been recent case law, which is emphasizing the need for Vendors to take great care in their replies to purchasers Enquiries and Additional Enquiries before Contract. Disclaimers placing the emphasis on the Purchaser to carry out his own investigations and searches are no longer meeting favour with the Courts. Accordingly you need to consider carefully your replies to the Enquiries that are raised during the transaction and ensure that you have replied truthfully, furnished information in full and carried out reasonable investigations.

I have also enclosed a Client Instruction form for your kind consideration and completion.

When we are nearing the completion stage of your sale, I will send you both copies of the contract, transfer deed and any other applicable forms, for your signatures and return.

**Sale Price:**

We understand that the proposed sale price is to be advised by you and we kindly await same.

**Information required:**

If you have not already informed us, please advise us as to the name address and telephone number of the Estate Agents dealing with this matter.

On seeking to sell a property you are required to provide an Energy Performance Certificate. If an EPC is not already in place, please do undertake to organise and gather this certificate.

**Our Charges**

It is important that you understand your responsibilities for the legal costs incurred in this matter. As advised you will be responsible for our costs details of which are more particularly set out hereinafter.

On the information available at the present time the conveyancing charges are listed below. Base fees plus vat (based on the prevailing VAT rate of 20%) – (please see the below VAT section for further details) and standard disbursements & standard additional charges as follows:

**Base fees (excluding VAT):**

The Base transaction charge is determined by the agreed sale price of your property/land - Please refer to the table below for base fee applicable to your sale matter :

<b>Band</b>	<b>Fee (Excluding VAT)</b>
0 – 100K	£650 (plus VAT at the prevailing rate of 20%)
100K – 200k	£700 (plus VAT at the prevailing rate of 20%)
200k – 300k	£750 (plus VAT at the prevailing rate of 20%)
300k – 400k	£800 (plus VAT at the prevailing rate of 20%)
400k – 500k	£900 (plus VAT at the prevailing rate of 20%)
500k – 600k	£1000 (plus VAT at the prevailing rate of 20%)
600k +	2% of the property price plus our hourly rate as outlined in our Terms of Business.

**Additional Fees (excluding VAT):**

These are additional fees that may apply to your property sale matter. If you are unsure as to which fees will apply to you, please contact our office.

- Leasehold fee £ 250.00 (plus VAT at the prevailing rate of 20%)
- Mortgage/Listed Charge fee £ 250.00 (plus VAT at the prevailing rate of 20%)
- Unregistered fee £ 275.00 (plus VAT at the prevailing rate of 20%)
- Shared ownership fee £ 250.00 (plus VAT at the prevailing rate of 20%)
- New build fee £250.00 (plus VAT at the prevailing rate of 20%)
- Help to buy Equity Loan £250.00 (plus VAT at the prevailing rate of 20%)
- Help to buy ISA fee £250.00 (plus VAT at the prevailing rate of 20%)
- Auction / Repossession £400.00 (plus VAT at the prevailing rate of 20%)
- Complex Title Fee £275.00 (plus VAT at the prevailing rate of 20%)
- CHAPS Administration Fee (per transfer) £45.00 (plus VAT at the prevailing rate of 20%)

**Disbursements (payment to third parties):**

- Land registry fees – Approximately £14.00 (£7.00 per HMLR title document)
- ID Verification Service £7.20 Per Individual
- Anti-Money Laundering Search £ 10.00 per individual or £15.00 for 2 people
- Bankruptcy Search £6.00 per person

**Value Added Tax (VAT)**

Please note – regarding Value Added Tax (VAT) this is a tax charged at the prevailing rate of 20% of the specific fee referred to. For instance if a listed fee above is listed as ‘excluding VAT’ this means that the listed Fee will have an additional VAT sum added to this fee. For example, if an additional leasehold fee of £250.00 is applicable to your matter, VAT of 20% will apply meaning the fee inclusive of VAT would total £300.00. This applies throughout our fees listed herein.

Please note the agreed fee covers the conveyance of the said property based on the information currently known and assuming the matter does not require none standard work or unknown complications. We reserve the right to pass on to you any increases in Disbursements that may be incurred on your behalf as the matter progresses. Equally, should it become apparent that an additional fee(s) e.g. Unregistered Fee/ Leasehold Fee, is applicable to the matter, but has not been listed in the above listed conveyancing charges, we reserve the right to raise such additional charge(s) within our final invoice.

There are occasions when a transaction with a party can no longer proceed. In such circumstances you will be

responsible for the costs and disbursements relating to such transactions. Equally please note, if you no longer proceed with the matter or you wish to transfer your file then you will be responsible for the payment of our fees, which will become due and payable at that time. In order to calculate our charges, we would advise that our standard charges are £282.00 - 255.00 per hour (plus VAT at the prevailing rate of 20%) for attendances and dealing with documentation and £28.20 - 25.50 (plus VAT at the prevailing rate of 20%) for each standard letter or telephone call. Correspondence or telephone attendances exceeding a unit of six minutes will be costed on time and rounded up to the next unit. In addition you will be responsible for vat on our costs and any payments made on your behalf (disbursements). Such calculation of costs will not in any event exceed the actual fee stated.

In general, the average length of time for a simple conveyancing procedure to complete is 8-12 weeks. We will endeavour to ensure your conveyancing matter will complete as soon as possible and will seek to update you on the progress of your matter as frequently as possible. However, there are many factors which can impact upon the timescale of a property transaction, in particular the number of parties involved in the chain and their desired timescale and also the financial arrangements of all parties concerned. Typically we require more information for a leasehold transaction from a wider variety of sources and this can lead to delays in some cases. In other words, the chain will not be able to proceed until all parties involved are ready, willing and able to go ahead. In addition, the completion date will not be legally binding and therefore definite until exchange of contracts has taken place.

Unless we specifically advise to the contrary, all Estimates and Quotations are exclusive of VAT, Disbursements and other costs.

**Initial Payment on Account:**

So that we may submit your initial compliance searches, as per our standard business procedures, we require an initial payment on account of £100.00 to proceed with this matter. Please find our client account details below:

*Name of Bank – Lloyds Bank*

*Account Name – Berry's Solicitors Clients Account*

*Sort Code – 30 90 90*

*Account Number – 02073953*

When making any payment, please ensure that you use our reference number found on the first page of this letter and please contact our office account department to confirm our bank details before sending any monies and advise as to the amount of money being transferred.

**Terms of business:**

The enclosed Terms of Business together with this letter will apply to the work carried out for you. Your continuing instructions will amount to acceptance of the terms of this letter and the enclosed documents, but please sign and return the enclosed Form of Acceptance to me. On receipt of this, we can be confident that you have understood the basis on which we will be acting for you.

**Professional Advice:**

In general, the average length of time for a simple conveyancing procedure to complete is 8-12 weeks. We will endeavour to ensure your conveyancing matter will complete as soon as possible and will seek to update you on the progress of your matter as frequently as possible. However, there are many factors which can impact upon the timescale of a property transaction, in particular the number of parties involved in the chain and their desired timescale and also the financial arrangements of all parties concerned. Typically we require more information for a leasehold transaction from a wider variety of sources and this can lead to delays in some cases. In other words, the chain will not be able to proceed until all parties involved are ready, willing and able to go ahead. In addition, the

completion date will not be legally binding and therefore definite until exchange of contracts has taken place.

As a estimate of the timescales involved for each stage of the matter and with reference to the terms of instructions listed above herein – we would advise as follows:

- Items A-B = 0-2 weeks
- Items C-E = 2-8 weeks
- Items F-H = 8-12 weeks

There are occasions when a transaction with a party can no longer proceed. In such circumstances you will be responsible for the costs and disbursements relating to such transactions. Equally please note, if you no longer proceed with the matter or you wish to transfer your file then you will be responsible for the payment of our fees, which will become due and payable at that time. In order to calculate our charges, we would advise that our standard charges are £282.00 - £255.00 per hour (plus VAT at the prevailing rate of 20%) for attendances and dealing with documentation and £28.20 -£25.50 (plus VAT at the prevailing rate of 20%) for each standard letter or telephone call. Correspondence or telephone attendances exceeding a unit of six minutes will be costed on time and rounded up to the next unit. In addition, you will be responsible for vat on our costs and any payments made on your behalf (disbursements). Such calculation of costs will not in any event exceed the actual fee stated.

### **Work That is not Included**

As far as practically possible we will define our agreed instructions in this letter, however as a matter of course our advice shall not include advice upon

- The laws of any jurisdiction other than England and Wales; or
- Taxes or duties (other than Stamp Duty); or
- Financial planning; or
- Accounting.

Any deviation to this will be agreed in writing beforehand.

### **Balance monies:**

We will forward, at the relevant stage, our account for your attention. Please note the following information relating to payment of our Account and completion statement relating to payment of any balance monies due.

Please ensure payment is made at least five clear working days prior to completion as it is a requirement of the Bank/Building Society that all funds are in place to complete this matter before their advance can be utilised. We are unable to complete a transaction until all funds are cleared.

Please note if you are paying by cheque it takes five working days to clear, accordingly same could not be utilised until the ninth date following receipt.

In order to avoid delays and possible breach of contracts we would recommend that you forward the balance monies by CHAPS transfer from your own Bank or Building Society Account to our firms account. Please contact our office for our Bank details which you will need to furnish to your own Bank. Please advise us once the monies have been sent so that we may ascertain the monies have been received and allocated to your account.

We do not recommend that funds are sent by Internet Banking as in our experience inordinate delays are experienced and time spent checking for the funds to be shown as appearing in our Account and indeed in some

instances such funds are not cleared funds. Five clear working days are required to clear funds. If Internet Transfer is adopted a minimum Administration fee of £50.00 (plus VAT at the prevailing rate of 20%) will be charged to cover the additional work involved, with our costs basis set out below.

Cash sums exceeding £500.00 cannot be accepted in any event due to the Money Laundering Regulations 2003.

Please note, in order to comply with the Money Laundering Regulations 2003, all funds required must be drawn from an account held in this country and held in the name of the client. Equally, this is the case for any balance funds being sent to a client.

If funds are forwarded from or sent to any other source or person, then we are subject to dealing with same under the Money Laundering Regulations. We would anticipate at least a three week delay if not longer. Considerable additional work will be incurred in dealing with and seeking to comply with the Money Laundering Regulations. Minimum additional costs will arise in respect of same of at least £300.00 plus vat (plus VAT at the prevailing rate of 20%) & any disbursements incurred. The basis of our costs dealing with the Money Laundering Regulations are £282.00 - £255.00 per hour (plus VAT at the prevailing rate of 20%) for attendances and dealing with documentation and £28.20 - £25.50 (plus VAT at the prevailing rate of 20%) for each standard letter and telephone call. Correspondence or telephone attendances exceeding a unit of six minutes will be costed on time and rounded up to the next unit. In addition you will be responsible for vat on our costs and payments made on your behalf (disbursements). We would not be able to discuss the matter with you or any other party as that is a criminal offence with parties being subject to imprisonment sentences. If contracts have been exchanged then you will be in breach of Contract and suffer punitive financial penalties and additional legal costs for which you will be responsible. In addition we would have to report the matter to your mortgage lender & this may prejudice your ability to obtain funding from your Lender. If that would be the case then you would have to seek alternative funding.

Subject to the above any balance monies due to the client will be furnished by cheque or bank transfer and made payable only to the client and delivered by way of the postal services or bank transfer the next working day following the date of completion.

If client wishes the monies to be sent by way of CHAPS transfer then instructions together with bank details must be furnished in writing to our offices within seven days following the date of this letter. An administration charge of £35.00 plus vat (plus VAT at the prevailing rate of 20%) and Chaps fee of £10.00 plus vat (plus VAT at the prevailing rate of 20%) will arise. If written instructions are received after this date then a minimum charge of £75.00 plus vat (plus VAT at the prevailing rate of 20%) and Chaps fee of £10.00 plus vat (plus VAT at the prevailing rate of 20%) will arise. CHAPS transfer will only be made into an Account held in this country and held in the name of the client. Requests for funds to be paid to one party only when the property is jointly held will only be considered if supported in writing (not faxed copy) and signed by all parties. A minimum administration charge of £40.00 plus vat (plus VAT at the prevailing rate of 20%) and Chaps Fee of £10.00 plus vat (plus VAT at the prevailing rate of 20%) will arise.

Requests for funds to be paid to any other party will only be considered if it is supported in writing (not faxed copy), signed by client and forms of Identification of the proposed Payee be furnished as set out above. A minimum Administration charge of £75.00 plus vat (plus VAT at the prevailing rate of 20%) and Chaps fee of £10.00 plus vat (plus VAT at the prevailing rate of 20%) will be charged.

The administration charges above are subject to our costs basis as set out above. Our firm reserves the write to furnish funds only to our named clients and to be delivered by way of postal services.

In conveyancing matters when acting for you as a vendor, we may also be acting for your existing lender and as such we may be requested to fully reveal to your lender all relevant facts about the sale. This includes but is not limited to:

- Any cash-back payments or discounts that a seller is giving you.
- Existing conditions of the property or contents of the property
- Any other details of the sale

Please ensure that you follow the above carefully.

### **Conclusion**

We aim to offer all our clients an efficient and effective service and we are confident that we will do so in this case.

If you have any queries arising out of this letter, please do not hesitate to contact us. Please return this letter duly signed and dated retaining a copy for yourself.

Your required next steps:

- Return your Identification documents as listed
- Sign and return your signed Instructions for us to act
- Pay the initial payment on account as indicated above
- Provide the requested documents listed above and enclosed with this letter

Once the above listed steps have been completed, we will be able to commence matters on your behalf.

Yours sincerely

For and on behalf of BERRYS SOLICITORS

**Acknowledgement and Agreement for Berrys Solicitors:**

**Please sign, date and return this page**

I hereby (1) agree and acknowledge the terms and conditions;  
(2) consent to process my data.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

**Instruction for Berrys Solicitors to act within the cooling off period**

Name:

Compliance with the Cancellation of Contracts made in a Consumer's Home or Place of Work etc. Regulations 2008.

I hereby authorise my Solicitors, BERRYS SOLICITORS to start work within the cooling off period of the above regulations.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_