

## **Purchase of Properties**

This letter explains the basis on which we will carry out all the work necessary in the purchase of a property. For further information about the conveyancing procedure please refer to the enclosed "Conveyancing Guidance Notes" leaflet. We hope this will be of assistance to you.

### **People responsible for your work**

Bryn Martin will carry out most of the work in this matter. If you need to telephone, please ask to speak to Bryn Martin or one of the secretarial staff. We will try to avoid changing the people who handle your work but if this cannot be avoided, we will inform you promptly who will be handling the matter and why the change was necessary.

### **Charges and expenses**

We will charge you a fee for this transaction and we will add VAT to our charge at the rate that applies when the work is done. At present, VAT is 17.5%. We set out below the other things you are likely to have to pay for, an estimate of their cost, and when payment for them is likely to be needed:

<i>Bankruptcy search</i>	<i>£1.00</i>	<i>(per person) required at the outset</i>
<i>Local authority search</i>	<i>£81.00</i>	<i>required at the outset</i>
<i>Land Registry Searches</i>	<i>£10.00</i>	<i>required at the outset</i>
<i>Land Registry Fee</i>	<i>£</i>	<i>required on completion</i>
<i>Stamp Duty</i>	<i>£</i>	<i>required on completion</i>
<i>Bank transfer</i>	<i>£23.50</i>	<i>required on completion</i>

VAT is payable on certain expenses. This list is not necessarily exhaustive and may be subject to amendment.

Your overall charges are therefore estimated at the outset. If this firm does not complete the work, we will charge you £150.00 an hour for each hour of work. We will charge for writing letters, and for making and taking telephone calls, in units of 1/10th of an hour. Our charges for considering letters received will be in units of 1/20th of an hour. Our total charge will not exceed £250.00. Our bill will also include VAT and expenses.

We will inform you if any unforeseen extra work becomes necessary, for example due to unexpected difficulties or if your requirements or the circumstances change significantly during the matter. We will also inform you in writing of the estimated cost of the extra work before incurring extra costs. We will attempt to agree an amended charge with you. If we cannot reach agreement, we will do no further work and charge you on an hourly basis for work to date, as set out earlier.

It is normal practice to ask clients to make payments on account from time to time. These payments help to meet our expected charges and expenses, and help to avoid delaying progress in the matter. We will then pay expenses as they become due. We may request further payments on account of expenses as the matter progresses. These amounts will be shown as paid on your final bill.

### **Bills**

We will send you a bill for our charge and expenses normally after the exchange of contracts. Payment of the bill is due on completion. If sufficient funds are available on completion and we have sent you a bill, we will usually deduct our charges from the funds. If you have any query about your bill, you should contact Bryn Martin straight away.

### **Storage of papers and deeds**

After completing the purchase we are entitled to keep all your papers and documents while money is owing to us. We will keep our file of papers (except for any of your papers which you ask to be returned to you) for no more than 12 years and on the understanding that we have your authority to destroy the file 12 years after sending you our final bill. We will not destroy documents you ask us to deposit in safe custody.

### **Termination**

You may terminate your instructions to us in writing at any time. For example you may decide you cannot give us clear or proper instructions on how to proceed, or you may lose confidence in our work. We are entitled to keep all your papers and documents while money is owing to us. We will decide to stop acting for you only with good reason and on giving you reasonable notice. If you or we decide that we will stop acting for you, you will pay our charges on an hourly basis and expenses as set out earlier.

### **Raising queries or concerns with us**

We are confident that we will give you a high quality of service in all respects. However, if you have any queries or concerns about our work for you, please take them up first with Bryn Martin. If that does not resolve the problem to your satisfaction or you would prefer not to speak to Bryn Martin, then please take it up Michael Strain who will be happy to assist.

All firms of solicitors are obliged to attempt to resolve problems that clients may have with the service provided. It is therefore important that you immediately raise your concerns with us. We value you and would not wish to think you have any reason to be unhappy with us.

### **Wills and Enduring Power of Attorney**

If you have not previously made a Will or an Enduring Power of Attorney we would strongly advise you to consider doing so at this juncture. If you have already made a Will and/or an Enduring Power of Attorney we always advise clients that the sale or requisition of a property is an appropriate time for those documents to be reviewed. We will discuss this with you as the matter progresses.