



Number (FOR TW USE ONLY)	
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**SUMMARY OF INSTRUCTIONS - PURCHASE**

PLEASE COMPLETE THE BOXES MARKED WITH AN ASTERISK (\*)  
PLEASE USE BLOCK CAPITALS

Address of the property you are buying*				Postcode*	
Purchase Price*					
Type of Property*	DETACHED / SEMI DETACHED / TERRACED / FLAT				
Number of Bedrooms*		Approximate age of the Property*			
Has the property been altered or extended? If Yes, please give details.					

Your <u>present</u> address for correspondence*				Postcode*	
Day Telephone No.*		Evening Telephone No.*			
Mobile No.*		Fax No.*			
E-mail Address					
Full Name 1st Buyer* (as it appears on your passport)		D.O.B			
Full Name 2nd Buyer* (as it appears on your passport)		D.O.B			
National Insurance Number 1 <sup>st</sup> Buyer					
National Insurance Number 2 <sup>nd</sup> Buyer					

Amount of mortgage required* (if any)	
Name of Mortgage Lender*	
Name of any mortgage broker involved*	
Telephone No. of mortgage broker*	

I/We have read the enclosed information and hereby confirm instructions for Taylor Walton to act in connection with the purchase of the above property in accordance with the terms and conditions set out overleaf.

Signed ..... Signed .....

Dated ..... Dated .....

(All Purchasers to Sign)

We like to tell clients about our other services which may be of interest when moving house. If you do not wish to receive any further information from us please contact the person dealing with your move.

**Please return the completed form to Taylor Walton**

# TAYLOR WALTON SOLICITORS

## SCOPE OF SERVICES - RESIDENTIAL CONVEYANCING

1. The purpose of this document is to explain the scope of the service we provide to clients. Please read it carefully before instructing us to act on your behalf. A copy of our full terms of engagement is available on request.
  2. The scope of our services is to act on your behalf in carrying out the necessary legal work involved in the house transfer system. This process, usually known as "conveyancing", will be explained in detail by us during the course of the transaction.
  3. All fees and expenses are payable in full on completion in cleared funds and we reserve the right not to complete any transaction where our fees and expenses have not been paid. In the absence of prior agreement any available sale proceeds will be applied towards our account. At the outset of the transaction we will request that you pay the Local Authority search fee.
  4. Fees and expenses. These differ in that fees are the amounts payable to us for the work we carry out on your behalf whereas expenses are payments to others which we collect and pay on your behalf.  
Where we have given an estimate of fees this covers the work which is required in connection with a normal conveyancing transaction. If you require extra work to be done a separate charge will be made. If, due to unforeseen or exceptional circumstances, additional work is required which is outside the scope of the normal conveyancing transaction we reserve the right to make an additional charge. In these instances or where no estimate of fees is given our charges are calculated by reference to a number of factors including the amount of time spent and the hourly charging rate of the person dealing with the matter.  
There are various expenses or disbursements payable in connection with a conveyancing transaction. These include stamp duty and land registry fees. In addition various conveyancing searches are necessary, the fee for which depends on the property and its location. Other expenses include bank charges where funds are transferred by telegraphic transfer or CHAPS payment. Finally an amount will be added to our bill to include the cost of postages, fax charges and other incidental charges incurred on your behalf throughout the transaction. An itemised list of all expenses will be provided on request.
  5. Where, for any reason, the transaction does not proceed our fees will be payable for the work carried out on your behalf. In these circumstances our fees are calculated mainly by reference to the amount of time we have spent on the matter. In addition, where a transaction is delayed or where either exchange of contracts or completion does not take place within three months of the outset of the transaction we reserve the right to deliver interim bills for work carried out to date.
  6. It is sometimes necessary for us to take proceedings to recover unpaid fees. Before this, our Accounts Department will have sent you a reminder. Interest on fees is payable after 30 days at a rate equivalent to the statutory rate on judgement debts.
  7. The following are included in our fees:
    - (i) Acting for you in carrying out the usual legal work involved in the transaction.
    - (ii) Acting for your mortgage lender;

- subject to your agreement we will, where possible, act for your mortgage lender in the grant of the first or principal mortgage over the property you are buying.
- Where you or the mortgage lender require separate representation a separate charge will be payable by you to another solicitor to act for the mortgage lender.  
Our instructions are limited to the legal aspects of the transaction, including the verification of title, searches and enquiries and do not include advice on the structure, state and condition of the property. You must rely entirely upon your own surveyor's advice as to such matters.
8. Any additional legal work in respect of the following services are not included in the fee –
    - (i) Dealing with title defects.
    - (ii) Problems arising from survey.
    - (iii) Disputes arising on or after completion
    - (iv) Lost Title Deeds or life policies
    - (v) Legal Assignments of life policies
    - (vi) Additional research.
  9. During the course of acting for you we may be required to hold money as stakeholder and we are entitled to make a charge for so doing. However we would not normally do so provided we have your agreement to waive your right to be paid interest on the stake. If you wish to be paid interest you must advise us in writing. Interest will be calculated at the rate equivalent to a Barclays Bank savings account which permits instant access, notwithstanding the fact that funds which we hold as stakeholder are held in our general client account.
  10. As part of our quality initiatives auditors will occasionally need to inspect sample files to check quality procedures are being followed. We ask clients where they are not prepared to consent to this procedure to advise us in writing. Total confidentiality is assured. Also as part of our service we may obtain quotations for buildings and contents insurance for clients. In order to quote we need to provide our brokers with the information contained in your summary of instructions. If you object please notify us in writing when returning the form.
  11. Once your matter is concluded our papers will be filed. Our file consists of a number of papers, some of which belong to you and some of which legally belong to us. The Law Society rules require us to store papers for a number of years. If you require any information once the file is stored we may charge for its retrieval and any administration involved in dealing with the query.
  12. Where you are being relocated by an employer who has agreed to be primarily responsible for the fees and expenses of the transaction all references in these terms and conditions to those fees and expenses shall be construed accordingly. However, if your employer fails to make a payment for any reason you will be personally liable for the fees and expenses of the transaction.
  13. We hope that you do not have recourse to complain about the services that you obtain from this firm. In the unlikely event that you wish to complain about our services you should make your complaint in writing to the Senior Partner of the firm who will explain the procedures we have in place for resolving such problems.