

SALE AND PURCHASE INSTRUCTIONS

TO Lewes Smith Albion House Albion Street Lewes East Sussex
BN7 2NF (telephone 01273 483455)

FROM

SALE
PROPERTY

PURCHASE
PROPERTY

We enclose:-

£450.00 on account of legal fees – Cheque payable to Lewes Smith or
bank transfer to **Lewes Smith 60-13-09 account nos 64211533**

Please quote your name as reference

Completed information sheets (client, property, mortgage and bank etc)
Proof and source of funds documentation

One of the following forms of identity (these must be original documents)

➤ A valid current full passport

➤ H M Forces ID Card with signatory's photograph

➤ Photocard driving licence

Plus one of the following forms of identity (these must be original documents not more than 3 months old)

➤ Paper driving licence

➤ Utilities bill

➤ Firearms or Shotgun Certificate

➤ Council rent book, showing the rent paid for the last three months.

➤ Council Tax Bill (current year only)

➤ Current lender's mortgage statement

I/We confirm that I/we have read and accept the terms of engagement document:

Signed..... Date.....

Signed..... Date.....

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LEWES SMITH CONVEYANCING FEES ESTIMATE NOTES AND CONDITIONS

1. Our aim in providing this statement is to give you a firm and reliable estimate of legal costs and expenses likely to arise during your move.
2. The estimate is the charge as set out in the attached letter for the proposed transaction and INCLUDES:-
 - 2.1 The preparation of all documentation recommended by The Law Society's Conveyancing Protocol from information provided by your deeds and documentation provided by you.
 - 2.2 All legal formalities leading to exchange of contracts and completion.
 - 2.3 All work in connection with the completion or redemption of first mortgage.
 - 2.4 Reporting to you in writing and on the telephone and by email upon the progress of your transaction as and when necessary.
3. There are occasions when a matter can become unduly complex or time consuming in circumstances that we cannot reasonably foresee and we must therefore reserve the right to make an additional charge although we will not do so unless we first notify you of our intention to do so. Examples of matters which are NOT INCLUDED are:-
 - 3.1 Alterations to title documents occasioned by defective title.
 - 3.2 Negotiations with other parties in relation to the purchase price, property defects, completion dates and management accounts.
 - 3.3 Any matters relating to a second or subsequent mortgage.
4. VAT, STAMP DUTY, LAND REGISTRY FEES AND OTHER EXPENSES. The estimate has been calculated on the basis that there will be no changes in the rates currently applicable for the above fees before completion. The estimate of these items is approximate only and they are statutory charges over which we have no control and they may be varied before completion.
5. PAYMENT. An initial sum is required to cover local search fees and administration costs. This will be set off and deducted from any final account.
6. FINAL PAYMENT. In accordance with terms of engagement.
7. ABORTIVE COSTS. If your sale or purchase should fall through for any reason an account for abortive charges will be delivered. This will be based upon the amount of time spent on the transaction up to the date of termination. (In accordance with terms of engagement)
8. Please note that when buying leasehold property, additional expenses are usually payable to cover such items as apportioned ground rent and maintenance. If buying a new lease, you may have to pay the freeholder's costs for preparing the lease and the land registry fee and stamp duty will be increased. You will be notified of any additional costs as soon as possible.
9. This estimate is prepared on the basis that the transaction(s) will be completed within a period of 3 months from the date of the estimate. If completion does not take place within that period then we reserve the right to reconsider the estimate subject to prior notification.
10. EARLY COMPLETION POLICY – Wherever possible we do our utmost to ensure we achieve the completion date you want. The conditions of sale however provide for completion in 28 days. Generally, we like to have at least 10 working days between exchange and completion to allow time for the post contract work to be attended to, mortgage repayment figures to be obtained and allow time for mortgage funds to reach us.

A completion period under that time means putting other work aside and therefore an additional charge will be made as follows:-

Simultaneous exchange and completion - £300.00 plus VAT.

Completion within 5 working days of exchange - £200.00 plus VAT

Completion within 10 working days of exchange £100.00 plus VAT.

OUR CHARGES EXPLAINED!

Legal Services

Our professional charges/fees for dealing with the matter on your behalf.

These are subject to VAT at the standard rate.

Expenses or Disbursements

Items such as Search fees (eg local, drainage and water, chancel, environmental), Land Registry fees and Stamp Duty Land Tax.

These are paid to a third party by us on your behalf. We pass the cost directly on to you.

They are set out as separate item(s) in our invoice or on the completion statement. Some may have a VAT element but this is not itemised on the invoice as VAT is charged by the provider (for example in the cases of searches – the search provider).

Bank Transfer Charges

Our charges (estimated to include VAT) for the time spent inputting the data and transmitting funds to your bank/mortgagee/third party solicitor).

Land Registry Portal Services

Our charges (estimated to include VAT) for the time spent obtaining downloads of the title from the Land Registry Portal, colour printing of plans and documents and filing the registration of purchase online

Stamp Duty Land Tax Return Charge

Our charge (estimated to include VAT) for the time spent in drafting, completing and filing the SDLT1 form online with HMRC.

STAMP DUTY LAND TAX

As part of the Conveyancing process, on behalf of our clients, we prepare and submit the HMRC Stamp Duty Land Tax Return Form SDLT1. We do this in order to obtain the necessary certificate (SDLT5) to enable us to register the Transfer of title at the Land Registry and in cases where a mortgage is involved as a requirement of your lender.

Stamp Duty used to be simple process where in our role as your Conveyancer we simply paid the duty due, the receipt for which (or "Stamp") was endorsed on the Conveyance or Transfer Deed.

Since the introduction of Stamp Duty Land Tax ("SDLT") in the early 2000's the process has become far more complex with the need to file a detailed Tax Return. Successive Governments have made changes to the Legislation with almost every budget.

The expertise now needed to advise a client on the implications of SDLT is beyond the scope of the retainer for residential Conveyancing.

Whilst we will do our best to help, we are not taxation specialists and therefore do not accept any liability if, in the event, after the SDLT1 has been filed you are approached by a third party suggesting that you have overpaid tax and they can recover the paid tax for you for whatever reason. This applies to any fees paid to a third party or in the event that additional tax and penalties are demanded.

POST COMPLETION WORK – TARIFF

File Retrieval

We are often asked by clients for information from their file after completion.

Our current charge is £75.00 plus VAT for retrieving a file from storage and copying of any documents requested. This includes providing completion statements for tax purposes from our data files.

Deeds and Will Storage

We do not usually charge for keeping Deeds and Wills or Powers of Attorney but again the current charge for retrieval and copying is £75.00 plus VAT.

Land Registry Title Information Documents and Plans

If you require a copy of your title and plan we can deal with this. The charge is £30.00 plus VAT.

SALE PROPERTY - CLIENT DETAILS

CLIENT DETAILS (1)

TITLE (eg MR/MRS/MISS/MS/DR)

FIRST NAME

MIDDLE NAME(S)

SURNAME

ADDRESS

POST CODE

LENGTH OF TIME AT THIS ADDRESS

TELEPHONE NUMBERS:

HOME

WORK

MOBILE

EMAIL ADDRESS

DATE OF BIRTH

NATIONAL INSURANCE NUMBER

CLIENT DETAILS (2)

TITLE (eg MR/MRS/MISS/MS/DR)

FIRST NAME

MIDDLE NAME(S)

SURNAME

ADDRESS

POSTCODE

LENGTH OF TIME AT THIS ADDRESS

TELEPHONE NUMBERS:

HOME

WORK

MOBILE

EMAIL ADDRESS

DATE OF BIRTH

NATIONAL INSURANCE NUMBER

SALE PROPERTY - PROPERTY DETAILS

PROPERTY ADDRESS

POSTCODE

NAME OF PRESENT OWNERS

SALE PRICE

£

SUM AGREED FOR CONTENTS (if any)

£

OTHER THAN THE OWNER ARE ANY
OCCUPANTS OF THE PROPERTY AGED OVER
17?

Yes

No

IF YES PLEASE PROVIDE DETAILS

TITLE

FIRST NAME

MIDDLE NAME(S)

SURNAME

AGE

TITLE

FIRST NAME

MIDDLE NAME(S)

SURNAME

AGE

IS THE PROPERTY LEASEHOLD?

Yes

No

IF YES PLEASE PROVIDE FREEHOLDER AND
MANAGING AGENTS DETAILS

ARE YOU SYNCHRONISING A PURCHASE WITH
THIS SALE?

Yes

No

IF NOT PLEASE PROVIDE DETAILS OF YOUR
FORWARDING ADDRESS

SALE PROPERTY - MORTGAGE INFORMATION

Name of lender _____

Address of lender _____

Mortgage Account number _____

Estimated amount of mortgage to be repaid £ _____

Is there a second mortgager? Yes

No

If yes

Name of second lender _____

Address of lender _____

Mortgage account number _____

Estimated amount of mortgage to be repaid _____

I/We hereby authorise Lewes Smith to request the title deeds and a redemption statement from my/our lender.

Signed _____

Dated _____

Signed _____

Dated _____

PURCHASE PROPERTY - CLIENT DETAILS

CLIENT DETAILS (1)

TITLE (eg MR/MRS/MISS/MS/DR)

FIRST NAME

MIDDLE NAME(S)

SURNAME

ADDRESS

POST CODE

LENGTH OF TIME AT THIS ADDRESS

TELEPHONE NUMBERS:

HOME

WORK

MOBILE

EMAIL ADDRESS

DATE OF BIRTH

NATIONAL INSURANCE NUMBER

CLIENT DETAILS (2)

TITLE (eg MR/MRS/MISS/MS/DR)

FIRST NAME

MIDDLE NAME(S)

SURNAME

ADDRESS

POSTCODE

LENGTH OF TIME AT THIS ADDRESS

TELEPHONE NUMBERS:

HOME

WORK

MOBILE

EMAIL ADDRESS

DATE OF BIRTH

NATIONAL INSURANCE NUMBER

PURCHASE PROPERTY - PROPERTY DETAILS

PROPERTY ADDRESS

POSTCODE

NAME OF PRESENT OWNERS

PRICE

£

SUM AGREED FOR CONTENTS (if any)

£

OTHER THAN YOU WILL ANY
OCCUPANTS OF THE PROPERTY BE AGED
OVER
17?

Yes

No

IF YES PLEASE PROVIDE DETAILS

TITLE

FIRST NAME

MIDDLE NAME(S)

SURNAME

AGE

TITLE

FIRST NAME

MIDDLE NAME(S)

SURNAME

AGE

ARE YOU SELLING OR TRANSFERRING A
PROPERTY TO PROCEED WITH THIS
PURCHASE?

Yes

No

IF YES PLEASE PROVIDE DETAILS OF
WHO IS ACTING FOR YOU (IF NOT LEWES
SMITH)

IS THIS A BUY-TO-LET OR
SECOND HOME PURCHASE?

Yes

No

DO YOU OWN OR HAVE A SHARE IN ANY OTHER PROPERTY (WORLDWIDE) Yes No

IF YOU ARE PROVIDING ADDITIONAL FUNDS FOR THE PURCHASE FROM YOUR OWN MEANS PLEASE DETAIL THE SOURCE OF FUNDS:

PURCHASE PROPERTY – OWNERSHIP

JOINT NAMES

If you are purchasing or taking property jointly with others or contributing to the purchase price of the property (whether or not you are related to the other purchase or purchasers) you must consider what share each joint owner will take in the property so that your interest is safeguarded.

You may hold the property as "beneficial joint tenants" or "tenants in common". The difference is as follows:-

If you hold the property as beneficial joint tenants then you will each own the entire property and on the death of one of you, the whole of the property will automatically belong to the other.

On the other hand, if you hold it as tenants in common, then each of you owns a share (which can be an equal or unequal share according to your wishes and circumstances) in the property and on the death of one of you, that person's share will pass under the terms of his or her will or, if there is no will, under the intestacy rules.

The question of which arrangement should apply to your ownership cannot be answered without consideration of your financial affairs generally.

In the absence of a decision from you, we will assume that you wish to proceed on the basis of a joint tenancy which may or may not be in your best interests but in any event you can convert to a tenancy in common in the future if you wish.

Please indicate by ticking the relevant option below as to how you would wish to hold the property:-

WE WISH TO HOLD THE PROPERTY AS BENEFICIAL JOINT TENANTS
--

OR

WE WISH TO HOLD THE PROPERTY AS TENANTS IN COMMON IN EQUAL SHARES

OR

WE WISH TO HOLD THE PROPERTY AS TENANTS IN COMMON IN UNEQUAL SHARES OF:-
--

Please advise us as to the relevant percentages/shares

SIGNED.....

SIGNED.....

DATED.....

PURCHASE PROPERTY - MORTGAGE INFORMATION

Name of lender _____

Address of lender _____

Amount of mortgage £

Are you using a mortgage broker? Yes

No

If yes

Name of broker _____

Address of broker _____

Telephone number _____

I/We hereby authorise Lewes Smith to request correspond/communicate with the above on our behalf

I/We hereby confirm that no mortgage is required to finance this purchase

(delete as appropriate)

Signed _____

Dated _____

Signed _____

Dated _____

Signed _____

Dated _____

BANK DETAILS

On completion we may have funds to send to you. (A charge is payable for same day transfers only). If you do not provide details there may be a delay in returning funds to you as we can only accept written instructions for bank details. We will not accept these by email.

Bank name and address

Account holders name

Sort code

Account number

I/We hereby authorise Lewes Smith to transfer the net proceeds or refunds to the above account

Signed

Dated

Signed

Dated

Signed

Dated
