



Terms and Conditions

This is intended as a general guide to the terms under which **Andrew Gordon & Co Licensed Conveyancers** will carry out your legal work. Andrew Gordon & Co Licensed Conveyancers is a trading name of Gordon Law Limited (Company Number 07948491) and our registered office is 183 Watling Street West, Towcester, Northamptonshire, NN12 6BX. We are regulated by the Council for Licensed Conveyancers (CLC Practice Licence Number 11111).

Our Terms and Conditions are set out as follows:-

1. Our Teams and Our Service to You
2. Compliance
3. Fraud in Conveyancing Transactions
4. Confidentiality & Data Protection
5. Charges, Expenses and Commissions
6. Payment on Account
7. Storage of Papers & Documents
8. Termination
9. Communication & Complaints
10. Agreement

Appendix A: A Guide to Additional Charges

Appendix B: Cancellation Notice

Where this policy refers to "Andrew Gordon & Co", "Andrew Gordon & Co Licensed Conveyancers", "we", "our" or "us" below, unless it mentions otherwise, it is referring to Gordon Law Limited.

1. OUR TEAMS AND SERVICE TO YOU

We are a High Street Practice and we place a considerable emphasis on providing a personal service to you. With this in mind, we would ask that you provide us with as much information as possible relating to your circumstances at the outset of the transaction. This will hopefully enable us to provide you with the advice you require and protect your interests.

We are regulated by the Council for Licensed Conveyancers (CLC), WeWork, 131 Finsbury Pavement, London EC2A 1NT.

Our Letter of Engagement will confirm the name of your Conveyancer and the support within their department. We will also provide details of their qualification and experience. We will also confirm the individual responsible for the overall supervision of your transaction (if applicable) and who supervises that person.

During the course of your transaction, we will endeavour to keep you fully advised of all developments on a regular basis, either by telephone, e-mail or letter with supporting documentation where appropriate. You are, of course, very welcome to contact your Conveyancing team for a progress report at any other time. We are happy to meet with you but would ask that you always make an appointment to ensure that you can be seen.

Please note that we pride ourselves in the level of our service. If you are concerned with any aspect of this service which the person dealing with your transaction has been unable to satisfy, please see Section 9 of these Terms & Conditions.

CONVEYANCING TEAMS:

ANDREW GORDON is the Managing Director and a Licensed Conveyancer with experience in bespoke conveyancing and land acquisition for development;

BECCI LESTER is a Conveyancer who joined Andrew Gordon & Co in 2016. Becci has experience of residential house sales and purchases and new build property conveyancing;

BECKY COLLEDGE is a Licensed Conveyancer with sixteen years conveyancing experience and a great deal of knowledge relating to all residential property matters;

BERNICE GORDON is a Director with over thirty years of conveyancing experience and is responsible for our New Business Department dealing with all new enquiries and introducing our clients to their Conveyancer;

DANIEL WILKINS is a Licensed Conveyancer and joined Andrew Gordon & Co in 2016. In addition to dealing with residential sales and purchases, he has a great deal of knowledge on the Help to Buy Scheme;

DEBRA STIMSON is a Conveyancer with over thirty years' experience and has been a valued member of Andrew Gordon & Co for over sixteen years. Debra specialises in freehold sales and purchases;

GEMMA HEDGES is a Conveyancer with over twenty years conveyancing experience in residential sales and purchases;

HEATHER SHARMAN is a Licensed Conveyancer and joined Andrew Gordon & Co in 2012. Heather has experience in all areas of conveyancing and is our specialist in connection with Remortgages and Transfers of Equity.

Please refer to our website for contact information for our Staff.

OUR SERVICES:

SELLING AND BUYING PROPERTY

We will provide you with our own Guide as to the stages involved in buying and/or selling a property. In addition the Council of Licensed Conveyancers (CLC) have produced some guidance in relation to the home buying and selling process which you can access following the links below.

Home Buying Process: <https://www.clc-uk.org/consumers/home-buying-process/>

Home Selling Process: <https://www.clc-uk.org/consumers/home-selling-process/>

Please note that our website includes the appropriate links and whilst we make every effort to ensure these links are accurate, we cannot take responsibility for pages maintained by external providers.

REMORTGAGE

This is a term frequently applied to changing the mortgage on your existing property to another provider for one reason or another. It also is often applied to taking out a mortgage for the first time on a property already owned to release equity. Whilst we cannot provide you with financial advice, we can deal with the legal aspects of the change including dealing with your new Lender requirements and if applicable repaying the existing mortgage.

TRANSFER OF EQUITY

This is the process of adding or removing someone from the legal title to a property, but one of the original owners remain.

If you have a mortgage on the property which is to remain, please speak with the Lender to ensure that they agree to the proposed transfer before proceeding further.

In addition, we would always recommend that you speak with an accountant or tax specialist in relation to any mortgages on the property and any potential stamp duty or capital gains tax considerations.

LAND ACQUISITION

We can assist in the sale or purchase of land. This may be for additional space for your home or for the purpose of development.

OUR CHARGES

Our Estimate of charges will be based on the information provided to us at the outset and will include the standard stages of your transaction, subject to the statement within the terms detailed under Section 5 below.

THE TIMING OF YOUR TRANSACTION:

Unfortunately, in many cases the timing of your transaction will very much depend on factors outside of your or our control and will be dependent on such matters as searches, surveys, mortgage valuations and offers and where applicable related transactions.

Subject to the factors referred to above we anticipate the average transaction will take 10 to 12 weeks where all parties progress with the same intent and without encountering unforeseen difficulties. However, whilst we will always endeavour to progress matters in accordance with your instructions. We would not recommend that you make arrangements which will incur you in cost until the position of all parties is much clearer.

2. COMPLIANCE

There are certain steps we must follow to ensure that your transaction can proceed. Please help us by giving us the information and documentation we ask for. We are unable to proceed with your transaction and will not be able to exchange contracts until this has been provided and all checks concluded.

We cannot accept any responsibility or liability for delays caused or loss suffered as a result of satisfactory information not being provided.

In addition to the guides referred to above the CLC have also provided guides relating to the compliance steps we must take:

ID And Money Checks: <https://www.clc-uk.org/consumers/id-and-money-checks/>

PROOF OF IDENTITY:

We confirm that as part of this process and to satisfy anti-money laundering regulations, we will need to verify your identity. We take steps to protect our clients against fraud and with this in mind you will be asked to evidence your identity. This will preferably be by following an on-line identity check process (through a reputable company) or where not possible by providing original identity documents. We will provide you with details of our requirements in our Letter of Engagement. If you have any concerns regarding our requirements please feel free to contact this office.

PROOF OF FUNDS:

In addition to obtaining evidence of your identity as described below, there are further requirements to ensure that we comply with legislation aimed at countering money laundering. Accordingly, if you will be providing funds for the transaction from your own resources there are financial checks we are required to make. Please see our Purchase Guidance which will provide further details.

3. FRAUD IN CONVEYANCING TRANSACTIONS

We do expect the Conveyancers representing your Seller or Buyer to carry out appropriate verification of their client's identity as referred to above.

As part of our work for you we will take steps to verify the other side's conveyancer to ensure that they are legitimate and regulated by either the CLC or the Solicitors Regulation Authority (SRA). We attend to this by checking the practice's secure badge or appropriate registers.

When dealing with the purchase of a property we also ensure that the Seller's conveyancer will comply with The Law Society Code for Completion by Post (2019). The purpose of such an enquiry is to ensure that by confirming their compliance with the Code, the Seller's conveyancer is undertaking that they have authority from the true owner of the title to the property named in the contract to receive the purchase money, and that such person is at the point of completion entitled to convey such title as the contract states will be conferred.

In addition the Seller's conveyancer will be deemed to have identified the proprietor of each mortgage, charge or other financial incumbrance to the extent necessary for our application to HM Land Registry.

By signing these terms you are acknowledging that the responsibility of verifying the Seller's identity and to ensure that he/she/they are the genuine owner is with the Seller's conveyancer and not this firm, subject to the steps referred to above.

4. CONFIDENTIALITY AND DATA PROTECTION

During the course of your transaction, it is likely that certain information will have to be disclosed to third parties, for example, if you ask us to recommend services to you, to verify your identity, to administer your account with us or should such action be required to conclude any work on your behalf (e.g. the submission of a Stamp Duty Land Tax Return). In such instances we will do so without further reference to you.

We may also use the information which you provide to us or is obtained through our dealings with you for the provision of our services. Such information may be given, on a confidential basis, to our staff, employees and agents.

We may also be asked on occasion to provide information where it is helpful to progress your transaction to a successful conclusion, for example, survey reports. We will only disclose such information after obtaining your consent to do so, or where we are under a professional obligation to disclose, or where the information is of a general or public nature.

During the course of a transaction we will frequently receive telephone calls from estate agents, financial advisors and solicitors acting for third parties requesting information relating to the progress of your transaction. We have found from experience that providing general information can assist and unless you instruct us otherwise your acceptance of these terms and conditions will be deemed as your consent to provide this general information.

Confidentiality is of paramount importance and your file will not be disclosed to any other party save with your express consent. However, in complying with the requirements of the CLC we are required to allow them to carry out external audits of our systems (and files as appropriate) and to permit access to our files and Client Account for review by our financial auditor. As a result your file may be called for audit and we will therefore presume that you consent to this unless you specifically indicate to the contrary when signing this form.

Current legislation requires us to make a report to the National Crime Agency ("NCA") where we know or suspect that a transaction involves Money Laundering or Terrorist Financing. By instructing us to act on your

behalf in accordance with these Terms and Conditions you give us irrevocable authority to make a disclosure to NCA if we consider it appropriate. You agree that this authority overrides any confidentiality or entitlement to legal professional privilege. We shall be unable to tell you if we have made a report. Similarly we may be required to disclose material facts to a Lender and acceptance of these Terms and Conditions will be deemed as your consent for such disclosure.

Whilst your file with us remains current you agree that we may contact you by letter, telephone, e-mail or otherwise regarding our services and other matters connected with our business. Please refer to our Privacy Notice on our Website.

Please note our wider obligations in respect of the information we hold is dealt with in other sections of these terms and our Privacy Notice.

5. CHARGES, EXPENSES AND COMMISSIONS

Our costs and fees estimate provided is based upon the known facts of your transaction at the time the estimate is given, an assessment according to the time we would expect the Conveyancer and his/her team to expend on your file and the level of care and attention required. It includes our professional fees, property searches, bank transfer fees, ID verification, mortgage lender fee, the completion and submission of a Stamp Duty Land Tax form and the amount of VAT to be applied at the prevailing rate (currently 20%) as appropriate to your transaction. Such costs will be detailed in your individual fees estimate. However, this shall be subject to review in the event of unforeseen developments and changes to any relevant taxes.

You will note from our initial estimate that in purchase transactions we undertake personal searches for you when available. This is in an effort to reduce your costs and to save you time. In the event that you require full searches to be made with the appropriate authorities, please advise us when returning these signed Terms and Conditions.

In addition to the estimate provided, there may be disbursement costs payable to third parties. These will be advised in our estimate so far as we have knowledge of the same, at that time. VAT may be payable on some of these expenses.

Where your Mortgage Lender charges administration fees on a case by case basis these confirmed and added to your financial statement.

There may be some occasion where we undertake work which would not be considered as part of the standard transaction. A guide to other additional charges which may apply is supplied at Appendix A.

Our fees estimate provides a limit on the charges and expenses to be incurred. This means that you must pay those incurred up to the agreed limit without our needing to refer back to you. We will inform you if it appears that the limit may be exceeded and will not exceed such without first obtaining your consent.

Our fees will be collected together with any outstanding disbursements prior to completion of your transaction.

If you are unable to proceed with your transaction, whether this be as a result of a decision made by you or another party or a change in your circumstances, we will carry out a review of your file, calculate our costs based on work carried out to that date and provide you with a financial statement. We do not operate a "no sale no fee" service. Please note that where a file has been opened and our initial due diligence has been completed there will be a minimum charge of £240 plus VAT. Payment will be required within 28 days of our statement of account. Please note that interest will be charged on any invoiced amount unpaid for 28 days or more at 4% above the Bank of England Base Rate.

We confirm that we are Conveyancing Panel Members of a number of organisations and such membership is intended to enhance the service and level of efficiency offered during the conveyancing process. Where this arrangement applies, we share a proportion of our fee with the introducing company. Please note that the fees you pay to us will remain as confirmed in our estimate, subject to the comments above. Where such arrangements apply, your signed acceptance of these terms will constitute your authority for us to pay an amount up to £250.00 without further reference to you. Should additional payments apply we will of course let you know and confirm this to you in writing.

6. PAYMENT ON ACCOUNT

In accordance with normal practice you will be required to make a payment on account of anticipated costs and disbursements and we cannot undertake any work or commit ourselves to any expenditure on your behalf unless we have received such payment. This initial payment should be regarded as a "float" and we will not pursue your case unless this sum remains in credit to your account.

Our method of payment is by way of a direct transfer from your Bank account to our Client Account. Our Bank details will be provided to you in writing or you may contact the office by telephone for this information.

Please do not process a payment to this firm until such time as we have confirmed that the initial compliance stage of the transactions has been concluded. To achieve this, please return these Terms and Conditions, duly signed, together with evidence of your identity. We will then contact you in order that you can arrange payment.

Please note that we will not email our Bank details to you at any stage during the course of the transaction and we are not able receive payment by cheque or by cash.

We confirm that funds received from clients are held in our Client Account until such time as they are required to be paid out to any third party in accordance with your instructions or to meet agreed costs and disbursements. We are not required by the Council to open any special deposit account, nor to account to you for any interest that accrues, or ought to accrue, on money received from you or on your behalf. In accepting these Terms and Conditions you agree in writing to this arrangement.

We confirm that if you require a designated deposit account to be opened with any money that we hold on your behalf, we shall require your written instructions to do so. Please note that this will involve administration charges and the initial fee for arranging the account will be £200.00 plus VAT. This fee will not include any additional correspondence or negotiations regarding the deposit account nor any bank reconciliation charges and you will be advised should these apply. For any work we undertake, you will be advised of the hourly rate applicable which is set on an annual basis.

7. STORAGE OF PAPERS AND DOCUMENTS

We will keep your file of papers (except those which you ask to be returned to you) for a minimum period of 6 years. We will thereafter destroy files in accordance with the regulations of the Council. During the course of your transaction, you will be provided with copies of all relevant correspondence and we recommend that you retain these for future use and reference. If you ask us to retrieve your file at any time prior to its destruction a fee of £45.00 plus VAT will be charged (reviewable from time to time in line with changes in the retail price index). We may also make a charge based on time spent for producing stored papers or documents to you, or another at your request, and for our time in dealing with correspondence or other work necessary to comply with the instructions given by you or on your behalf. We shall be entitled to keep all papers and documents relating to your transaction while there is money owing to us for our charges and expenses.

8. TERMINATION

CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013 **("The Regulations")**

In accordance with the above Regulations, when our Engagement Letter and Terms and Conditions are signed by you at a distance (i.e. not at our offices) you have the right to cancel your agreement with Andrew Gordon & Co for us to provide conveyancing services to you within 14 calendar days of signing.

Should you wish to exercise this right to cancel our services within this period, please send your cancellation notice (see Appendix B) by post or email to:-

✉ Andrew Gordon & Co, 183 Watling Street West, Towcester, Northamptonshire NN12 6BX
✉ info@gordonlaw.co.uk

You are advised to take a copy of the cancellation notice before returning it to us and to obtain proof of posting. Notice of cancellation is deemed to be served as soon as it is posted or sent to us or, in the case of email, from the day it is sent to us.

WORK COMMENCING PRIOR TO THE EXPIRY OF THE CANCELLATION PERIOD

Alternatively, if you would like us to commence work before the 14 day cancellation period expires, please note the Declaration below before the signature section. This provides that you wish to waive the cancellation provisions of the Regulations and to demonstrate your understanding that if you do then decide to cancel within 14 days, reasonable payment may be due for work carried out up to the point of cancellation.

In addition to any right to cancel our agreement within 14 days (please refer to Appendix B), you may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses.

In some circumstances, we may consider it appropriate to stop acting for you, for example, if you cannot give clear or proper instructions on how we are to proceed, or if it is clear that you have lost confidence in how we are carrying out your work.

We may decide to stop acting for you only with good reason, for example, if you will not provide us with clear instructions or you are unable to provide sufficient documentation for compliance purposes. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we will no longer act for you, you will pay our charges on an hourly basis to the point of termination together with expenses as set out earlier.

9. COMMUNICATION AND COMPLAINTS

We are confident of providing a high quality service in all respects. However if you have any queries or concerns about our service, please raise them in the first instance with the person who is dealing with your transaction. If this is not appropriate please direct your enquiry to our Practice Manager Aimee Chester.

✉ Andrew Gordon & Co 183 Watling Street West, Towcester, Northamptonshire NN12 6BX
☎ 01327 354456
✉ info@gordonlaw.co.uk

We will accept complaints in person (by prior appointment), by telephone, email or in letter format. If a verbal complaint is made we will write to you outlining our understanding of your complaint and would ask you to respond as quickly as possible if there has been any misunderstanding.

All complaints will be acknowledged within 7 days of receipt. If we are unable to fully respond at that time we will advise you as to how the matter will be investigated and when you should expect to hear from us.

We will always endeavour to deal with your complaint within 28 days and as quickly as possible. The assessment of your complaint will be based upon a sufficient and fair investigation.

Where a complaint is upheld we will offer remedial action or redress and action the same promptly.

If you remain dissatisfied with our response or the way in which your complaint has been handled please let us know in writing. We will arrange for a Director within this firm to review the complaint for you. In these circumstances you will be advised of the outcome within 28 days of your written request. Thereafter, if the matter has still not be resolved to your satisfaction you may refer your complaint to the Legal Ombudsman:-

✉ PO Box 6806, Wolverhampton WV1 9WJ

☎ 0300 555 0333

📧 enquiries@legalombudsman.org.uk

A complaint can be referred to the Legal Ombudsman up to six years from the date of the act or omission or up to three years after discovering a problem. The Ombudsman deals with service related complaints; any conduct related complaints will be referred to the Council for Licensed Conveyancers.

Full details of the complaints procedure followed by the Ombudsman can be viewed on their website

Unless it agrees there are good reasons not to do so, the Legal Ombudsman will expect you to allow us to consider and respond to your complaint in accordance with the procedure set out above, before they will consider it. Please note that you can also refer your complaint to the Ombudsman if we have not resolved your complaint within 8 weeks from the date we receive the same. You can refer your complaint up to 6 months after you have received our final written response to your complaint.

All firms of Licensed Conveyancers must attempt to resolve problems that arise with their services. It is therefore important that you raise any concerns you may have with us at the earliest opportunity. We value your instructions and would not wish to think you have reason to be unhappy with us.

For further information regarding this you may wish to visit the Council for Licensed Conveyancers website www.clc-uk.org/consumers/reporting-problems.

If you make a valid claim against us for a loss arising out of work for which we are legally responsible and we are unable to meet our liability to you in full, you may be entitled to claim from the Compensation Fund administered by the Council for Licensed Conveyancers. Further details may be obtained from their website.

In order to comply with the EU Directive on Consumer Alternative Dispute Resolution, we must also inform you that certified alternative dispute resolution services are available from complaints bodies such as Small Claims Mediation which are able to deal with complaints about legal services should both you and ourselves wish to use such a scheme.

☎ 0300 123 4593

📧 scmreferrals@hmcts.gsi.gov.uk

Andrew Gordon & Co. do not agree to use the Small Claims Mediation alternative dispute resolution scheme.

10. AGREEMENT

Please can you sign, date and return a complete copy to us in order that we can commence work on your file. We can then be confident that you understand the basis on which we will act for you. Your continuing instructions in this matter will amount to your ongoing acceptance of these Terms and Conditions.

I/We confirm that you may accept instructions from either one of us or both together and either one of us can act as agent for the other.

I/We understand that I/we may be asked to pay for work carried out prior to the cancellation

WAIVER I/We authorise you to start work on our behalf straight away, thereby waiving the cancellation provisions of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. For further details please see Section 7 of these Terms and Conditions

Please delete this clause if you do not want us to start work on your behalf until 14 days have expired.

Signed :	Dated :
Name :	
Signed :	Dated:
Name:	

APPENDIX A

GUIDE TO ADDITIONAL CHARGES

There may be occasions, depending on the nature of your transaction, where additional costs will apply which cannot be reflected within our estimate calculation. If the item referred to below is within our original estimate, then the amount stated therein will apply. Please note that these costs are a guide and your Conveyancer will advise you as to the appropriate charges.

DESCRIPTION	COST	VAT	TOTAL
Sale			
Repayment of Help to Buy Loan (with an associated sale)	£250.00	£50.00	£300.00
Appointment of a Second Trustee (from)	£200.00	£40.00	£240.00
Repayment of additional Mortgages or Loans	£150.00	£30.00	£180.00
Removal of/Compliance of Restriction	£150.00	£30.00	£180.00
Purchase			
Help to Buy Loan Facility	£250.00	£50.00	£300.00
Help to Buy / Lifetime ISA Per ISA	£50.00	£10.00	£60.00
Adult Occupier correspondence to satisfy lender requirements Per Occupier	£50.00	£10.00	£60.00
Gifted Deposit communication with third party	£95.00	£19.00	£114.00
Declaration of Trust (with an associated purchase) from	£350.00	£70.00	£420.00
First Registration of Legal Title (with an associated purchase	£150.00	£30.00	£180.00
Satisfying Lender's requirements for Buildings Insurance	£125.00	£25.00	£150.00
Sale or Purchase			
Dealing with a freehold Management Company	£200.00	£40.00	£240.00
Dealing with a second Management Company	£50.00	£10.00	£60.00
Dealing with a Licence to Occupy	£75.00	£15.00	£90.00
Arranging an Indemnity Insurance Policy	£50.00	£10.00	£60.00
Retention of Monies (following completion)	£100.00	£20.00	£120.00
Communicating with a Third Party Solicitor	£200.00	£40.00	£150.00
Dealing with/Arranging Solar Panel lease	£300.00	£60.00	£360.00
Receipt of numerous payments into our client account	£50.00	£10.00	£60.00

APPENDIX B

CANCELLATION NOTICE

I/We hereby give notice that I/we wish to cancel my/our conveyancing services agreement dated

.....

Name

Address

.....

.....

Matter

Signed

Date