



ocean
property lawyers

Client Agreement Form – Seller

1. The person with general conduct of the case will be

2. In the event of a dispute or complaint please let the person handling the matter know.

If any difficulty cannot be resolved you should write to Jon Aldous director or our managing director Paul Harris. If after following the review process you remain dissatisfied with any aspect of our handling of your complaint you may contact directly the Legal Ombudsman to ask them to consider the complaint further:

Tel no: 0300 555 0333

Email: enquiries@legalombudsman.org.uk

www.legalombudsman.org.uk

Legal Ombudsman

P.O.Box 6806

Wolverhampton

WV1 9WJ

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 in the first instance. You can refer your complaint up to 6 months after you have received our final written response to your complaint. You can also use the Ombudsman service if we have not resolved your complaint within 8 weeks of us receiving it.

A complaint can be referred to the Legal Ombudsman up to six years from the date of the act or omission or up to 3 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.

Assisted by

3. 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 in full, you may be entitled to claim from the Compensation Fund administered by the Council for Licensed Conveyancers (from whom details can be obtained).

4. By signing these terms you give us consent to the destruction of your file after six years from completion in relation to a sale only, or fifteen years in relation to another type of transaction.

5.1. Proof of Identity.

We must by law obtain satisfactory evidence of your identity and address. Please help us to do so 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.

5.2 Confidentiality.

As lawyers we are under a general professional and legal obligation to keep your affairs private. However, we are required by current legislation 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 of engagement 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 will be unable to tell you if we have made a report.

Ocean Property Lawyers will commence work on your behalf once we have received this signed acceptance.

Client Acceptance

- I/We have received and read your general terms of business and accept them.

My/Our full names are:

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My/Our e-mail address is:

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My/Our national insurance numbers are:

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My/Our telephone numbers are: (Work)

--	--

(Home)

--	--

(Mobile)

--	--

Current correspondence address:

--	--

Your Will: I have up to date will

Yes No

Yes No

Are you happy for us to share your details with our wills and probate department?

Yes No

Yes No

Our current mortgage is with:

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The mortgage account no. is:

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Will you have a forwarding address is so please insert here:

--

Signatures (each seller should sign this form)

Seller 1 signature

--

Seller 2 signature

--

Date

--

Date

--

Ocean Property Lawyers General Terms of Business

1. Our fees

Our estimate is based on information supplied by you at the time of your enquiry and may increase if it becomes obvious that the value or nature of the work we undertake differs from that originally advised, or if the amount of time, skill or work required for the conduct of the matter is more than initially expected or if you require it to be expedited. We will advise you in writing of any increase and the reasons for it at the appropriate time, or as soon as possible thereafter. If the fee is stated to be fixed, this will not apply.

2. VAT

All fees and appropriate expenses will have VAT added at the current rate for the time being in force.

3. Monies on account

We will ask for a payment on account, to cover initial expenses. If the property is leasehold we may need to ask you for further monies on account to cover possible fees for managing agents.

4. Expenses

The estimate will refer to expenses, which are based on figures supplied by you. Third parties may alter their fees at regular intervals and we will notify you in writing of any changes. Sometimes we will need to make further searches or payment for documents, which we will not know about until we receive the legal paperwork. The expenses are incurred on your behalf during the course of the matter. It is rarely possible for us to know at the outset all expenses that may arise but the financial statement will show the items separately from any fees. In respect of unusually long faxes, telephone calls or postages a fixed charge may be made. Your acceptance of these terms shall constitute your agreement for us to incur the expenses (including repeat expenses) which in our judgement, are necessary to protect you or your lender's interests.

5. Abortive fees

If for any reason the matter fails to exchange contracts we will assess the value of the work carried out and will charge our fees together with third party expenses already incurred, although you will be credited for sums paid on account. Such fees and expenses are for immediate settlement unless otherwise agreed in writing. If unpaid after seven days, interest as set out in term 11 may be applied. Please note however that for an additional sum per transaction (for a sale and purchase this sum would need to be paid twice) paid at the time of instruction we will provide to you "abortive fee cover" and guarantee that we will not charge you

a fee should the matter not proceed to exchange. Only disbursements would be chargeable in those circumstances.

6 Who are we acting for?

- a) If you are buying a property with the help of a mortgage loan, or simply changing mortgage lenders, we will usually be asked to act for the lender as well as you and we will do so at no extra charge to you. We will be bound to act in the best interests of the mortgage lender as well as for you. Very occasionally this could lead to a 'conflict of interest' situation where, for example, you would not authorise us to reveal to the lender information which it would consider important to its decision as to whether to lend to you, or the terms of its loan. In such cases we would be unable to continue acting for you. This arises very infrequently and, if it does, we would of course discuss the situation fully with you first.
- b) We are authorised by our professional body The Council for Licensed Conveyancers to act on both sides of a conveyancing transaction provided that neither we nor you are aware of any conflict of interest and each party is represented by a different qualified licensed conveyancer. By signing these terms you are giving consent to this.

7. The mortgage

- (i) If you need a mortgage it is your responsibility to comply with the lender's terms and conditions as set out in the offer. It is your decision to accept the financial effect of any deduction, retention, redemption, penalty or early redemption penalty interest imposed by the offer. If you have not specifically queried any term of the offer in writing it is assumed you fully understand the offer and financial and other implications.
- (ii) Most offers expire after a period of time. It is your responsibility to ensure that the offer is valid at the time of exchange of contracts. You must re-apply to your lender if your offer has or is about to expire. It is also your responsibility to advise your lender and us of any change in the purchase price or any financial adjustment between you and the other party such as an allowance or cashback. Also it is your responsibility to inform your mortgage advisor and mortgage lender of any change in circumstances, which may affect their decision to lend to you or the terms of any loan.
- (iii) If we are not on the panel of the mortgage lenders and the lenders appoint their own lawyers to act for them you will be responsible

for their fees in addition to our own. We will advise you in writing of the fees at the appropriate time and will give you the opportunity to decide whether you wish us to continue to represent you. If not an abortive fee will be charged and term 5 above will apply.

8. Commission

If we pay or receive commission or other benefit as a result of receiving your instructions, a third party introducing you as a client or us introducing you to another third party, for example arranging a mortgage, taking out a life policy, or advising on a will then we will inform you of this in writing. Your acceptance of these terms constitutes your agreement and consent for us to pay or receive such benefit or commission if such an arrangement exists.

9. Undertakings

If you ask us to assist you by giving an undertaking to a third party (other than to your existing lender or lenders) that we will settle any amount due by you, we may charge a fee for this commitment and will notify you of the fees in writing at the appropriate time or as soon as possible thereafter. In view of the personal nature of the undertaking we may require appropriate additional security from you **BEFORE** giving it.

10. Cleared funds

Your purchase or sale can only be financed using funds cleared through our account. You must ensure that any sum needed from you is paid to us by bank transfer and cleared at least 2 working days before it is needed. If it is delayed because you provide funds after the specified time or by inappropriate means then we will not be held liable for any direct or consequential losses for as long as the funds remain uncleared.

11. Payment of our costs and expenses

It is normal for any fees and expenses due to us to be paid as cleared funds before the date of completion. By signing these Terms you authorise this practice. If we do not hold sufficient sums then you will provide the sums as cleared funds prior to completion in accordance with term 10 above. If payment is not made within seven days of completion, then daily interest may be charged at 2% per calendar month or part compounded monthly from completion until the outstanding sum is received by us as cleared funds.

12. Deposit accounts

I/We confirm that Ocean Property Lawyers will not be required to open any special deposit account, or to account to me/us for any interest that accrues, or ought to accrue, on money received for me/us or on my/our behalf, unless you have specifically agreed with me/us to do so.

13. Communication with Ocean Estate Agents' introduction fee and choice of conveyancer

You agree to information on the stage reached in our conveyancing matters made available to Ocean Estate Agents so that they can monitor progress.

You note that we (Ocean Property Lawyers) will be paying an introduction fee of £50 (including VAT) to Ocean Estate Agents in the event that they have introduced you to us and that this will be paid from our own fee.

We inform you and you acknowledge that even if Ocean Estate Agents have introduced you to us you have a choice of conveyancer and are not obliged to instruct us.

14. Specialist services

We are property lawyers qualified to advise on conveyancing. You must consult other qualified professionals for advice on non-legal matters such as the physical condition of a property, its connected services and its market value, or investment, financial or tax advice. Before exchange of contracts or leasing premises we advise you to obtain a structural survey (of a type appropriate to the nature of the property) by a qualified surveyor and obtain any further information the report may state is required.

15. Matters which you are to do

- (i) to provide us with written confirmation of any variation of your original instructions
- (ii) to respond promptly in writing to any request for instructions you may receive from us
- (iii) to provide us with evidence of your identity if so requested by us
- (iv) to take whatever steps we may request to comply with current money laundering regulations and
- (v) generally to co-operate with us.

16. Termination

You may terminate instructions in writing at any time but we shall keep your papers and documents while sums are due to us. You may think it appropriate for us to stop acting if, for example, you cannot give suitable instructions, or if you have lost confidence in the way your work is done. We can only stop acting if there is good reason to do so and /or in accordance with our professional rules, for example, if you fail

- (i) to comply with our request for payment on account or
- (ii) to give us proper or adequate instructions. If either of us decide we can no longer act you will discharge our fees and expenses in accordance with term 5.

In addition to the above, if this agreement is concluded "off-premises" or is a "distance contract" for the purpose of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you may also cancel this contract within 14 days of this agreement. You may use the attached cancellation form but you do not need to do so.

17. Data control

Ocean Property Lawyers Ltd acting as a data controller, will retain your name, address, telephone numbers, email addresses, ID documents (for example, a copy of your passport), proof of address (for example, a copy of your bank statement or utility bill), proof of deposit, bank details (for example, a copy of your cheque or your

written bank details) and all signed terms of business for 6 years on a sale and 15 years on a purchase and any other matters. We are required to hold your data to meet our statutory obligations under the Legal Services Act 2007 and Administration of Justice Act 1985 and in accordance with the guidelines and requirements of our professional body, complaints handling obligations and lending institutions. We will retain your name, address, telephone numbers, email addresses, and notes relating to your dealings with the company for a period of 1 year from the date you provided your details to us if you do not proceed to legal completion of a property. We will retain wills and files for wills, trusts and probates for an indefinite period. Should you wish to review our full policy please refer to our website.

Purchase Through Ocean Estate Agents

We shall be very happy to act for you on the purchase of a property being sold through Ocean Estate Agents.

As part of the Ocean group we of course communicate regularly and effectively with our colleagues in the ten branches of the estate agency, and we are confident that this will help your purchase move forward as smoothly as possible. In the great majority of cases it helps if the relevant parties talk to each other so everyone knows what's going on.

We need to emphasise to you, however, that we are an independent professional company and will

have a normal lawyer/client relationship with you. Part of the lawyer/client relationship is our duty of confidentiality to you. As you would expect from your lawyer, we will always act independently in your best interests and not those of any third party. In particular, we will not allow our relationship with Ocean Estate Agents to affect the advice we give you on whether to go ahead with a purchase or how we deal with your file.

You need have no concerns about conflicts of interest but if you have any queries about any of the above please do not hesitate to telephone our directors Jon Aldous or Kirstie Wilkins.

Acting as Insurance Intermediaries

The firm will frequently act as an insurance intermediary in arranging the issue of a legal indemnity insurance policy, for example, to cover a situation where there is a breach of covenant, lack of planning permission or other legal problems in relation to a client's purchase or sale. In this respect, please note the following:-

- The issue of such policies is an activity regulated by the Council for Licensed Conveyancers.
- The managers of the practice are Jonathan Aldous and Kirstie Wilkins.
- The firm is not authorised by the Financial Conduct Authority. However we are included in the register maintained by the Financial Conduct Authority (registration number 771697) so that we can carry on insurance mediation activities which is broadly advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Council for Licensed Conveyancers. The register can be accessed via the Financial Conduct Authority website www.fca.org.uk

- The firm has no holding direct or indirect representing more than 10% of the voting rights or the capital in an insurance undertaking. No insurance undertaking has a holding direct or indirect representing more than 10% of the voting rights of the capital in this firm.
- If such a legal indemnity policy is required we will give advice on the basis of a fair analysis of the market.
- We will obtain from the insurer a statement relating to the insurance contract proposed, based on your demands and needs.
- Our advice will be based on analysis of a sufficiently large number of insurance contracts available on the market to enable us to make a recommendation, in accordance with professional criteria, as to which insurance contract would be adequate to meet your needs and explain to you that we have done so.
- We shall account to you for any pecuniary award or advantage received from taking out a policy but in practice we do not receive any financial reward for doing so.

Cancellation form

Cancellation form (if you are a consumer) if cancelling within the terms of "The Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013

To Ocean Property Lawyers

I am/We are writing to you by means of the following (please tick box):

Writing to: Ocean Property Lawyers 199 Gloucester Road Bishopston Bristol BS7 8BG

Email: bishopstonlawyers@oceanhome.co.uk

I/We hereby give notice that I/we cancel my/our contract whose details are as follows:

Property address:

Name(s)

Address:

Date contract signed:

Reason for cancellation (optional)

Signed

Signed

Date

Date