

THE LAW SOCIETY CONVEYANCING PROTOCOL

This protocol is known as the Law Society Conveyancing Protocol ('the Protocol').

The Protocol has been designed as the framework for the sale and purchase of a home for an owner occupier. It is assumed that both seller and buyer have lenders and that where a lender is involved it is also a client of the solicitor. It sets out a series of procedures that may be adapted for use in other types of land and property transfers. This Protocol is not intended for use in the purchase of new build homes.

The steps in the Protocol are not exhaustive and should not be regarded as a conveyancing 'checklist'. The transaction may not proceed in a fixed order, and many of the processes can take place simultaneously or be undertaken in a changed order. The use of the Protocol is intended to ensure that all clients are treated fairly and are protected when dealing with high value assets and liabilities. Processes that are open and transparent help make the experience more efficient and reduce wasted time and costs.

Protocol: general solicitor obligations in a conveyancing transaction

The key to reducing stress in a transaction is to manage the client's expectations; to do this you should be taking instructions on matters that could affect the chain (e.g. are parties separating, are they first time buyers, are their circumstances likely to change soon?). It is important to engage proactively with the client when getting your initial instructions. Clients may have been given unrealistic expectations by an estate agent or others about the conveyancing process or the timeframes and they may be unaware of the competing interests; you should engage with those expectations upfront and, where necessary, reset them.

There are many uncertainties in any conveyancing transaction and you cannot be definitive at the beginning of the process. You need to manage your client's expectations at the start and throughout the transaction.

Solicitors are bound by professional obligations to their clients throughout the transaction. A solicitor is required to act in the best interests of each client and those obligations will take precedence over this Protocol.

The following obligations form part of the broader set of obligations of a solicitor and should be undertaken as a matter of course:

- (a) To ensure that the transaction can proceed smoothly, you should ensure that all information is shared, subject to any confidentiality obligations that have not been waived.
- (b) Ensure that you have managed and covered timing and other expectations and linked transactions such as chains appropriately.
- (c) Consider any potential conflicts of interest during the whole transaction. These can arise when you are acting for more than one party: sellers, buyers and lenders.
- (d) Ensure that you comply with duties to lenders.
- (e) Act with courtesy and co-operate with third parties.
- (f) Respond promptly particularly in relation to despatch and receipt of money, exchange of contracts and completion.
- (g) Agree at an early stage how you will communicate with all others involved and respond promptly to communications.
- (h) Ensure you always comply with regulatory and statutory requirements and SRA warnings.
- (i) Ensure proper internal and external arrangements for file management have been communicated to your client in relation to holiday and sickness absence.
- (j) Where you are acting for a lender as well as for either the buyer or the seller, the duties owed to the lender client are professional obligations and are subject to the lender client's specific instructions.
- (k) Maintain high standards of courtesy and deal with others in a fair and honest manner.
- (l) Use the most up-to-date version of the Code for Completion by Post, contract, forms and formulae and accompanying guidance published by the Law Society or such approved equivalent publications as may be notified by the Society through periodic updates made on its website at www.lawsociety.org.uk. Care should be taken to check the website regularly.
- (m) Ensure you comply with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and client identification requirements.
- (n) Ensure that your publicity and costs information (including any website) meets the requirements of the SRA rules and codes of conduct and, to ensure transparency of costs and expenses, ensure you give an accurate estimate to your clients at the time of engagement and adjustments thereafter if relevant.
- (o) Make a record of the advice given to seller, buyer and lender clients at all stages.
- (p) Have regard to the risk management requirements of your professional indemnity insurer.
- (q) Have a continuing awareness of potential cyber security issues.

Interpretation

This section helps with interpretation of the general obligations.

1. Timetable for exchange and completion

Every transaction is different, and the time it may take for each stage in the transaction will be different. Moreover, the timetable that will be expected by the parties at the outset may change and the order in which processes are undertaken may alter. There is no 'normal' transaction and you should communicate this to your clients who need to be made aware that timetables are often set by third parties and the original timetable is no more than a general indication.

2. Transparency

Recognise the value of making the process as transparent as possible. This is likely to assist your clients and help them to be better informed about the process.

3. Lenders

.A lender may choose to instruct the conveyancer acting for the seller or the buyer to act on its behalf. Where the lender is a member of UK Finance, the provisions of the UK Finance Mortgage Lenders' Handbook ('Lenders' Handbook') will apply and should be followed (see www.cml.org.uk/lenders-handbook). Where a lender is a member of the Building Societies Association (BSA) it may choose to use the BSA Mortgage Instructions. In addition, lenders may have further and additional requirements that alter from time to time.

Lenders who are not members of UK Finance will have their own instructions and requirements which may differ from those in the Lenders' Handbook. Where you are instructed to act for those lenders or to transact through their separate representatives, you should consider the possible impact on timing. You should let those affected know.

If acting solely for the lender, the lender's conveyancer is expected to:

- follow such parts of the Protocol as apply to that retainer; and
- take all action as is necessary to enable both the buyer's conveyancer and the seller's conveyancer to comply with the timescales.

4. Practice points

Solicitors and all their conveyancing staff are expected to:

- consider and stay up to date with all relevant Law Society practice notes (see www.lawsociety.org.uk);
- attend regular training to ensure that they remain up to date with law, regulation and best practice.

5. Preferred practice

Use of this Protocol is considered preferred practice. It is only fully effective if both the seller's conveyancer and the buyer's conveyancer adopt it. However, if one party does not agree to adopt it, that does not prevent the use of the procedures by the other party.

Protocol framework

The Protocol sets out a framework for some of the work undertaken.

The seller of a property may be the buyer of another property and likewise the buyer may be the seller of another property. This chain of transactions may be extended by linked transactions. It may be necessary for exchange of contracts to take place simultaneously across the chain. The subsequent completions will usually need to coincide.

Where this occurs, there will be steps that are ascribed in the Protocol to the seller or buyer that the conveyancer will need to be taking at the same time in the mirror transaction in the chain that is linked. Those collateral steps are not set out in the Protocol but need to be considered and applied by conveyancers to ensure that the chain progresses smoothly.

Conveyancers may be instructed at different points in the buying and selling process and therefore the timings in this Protocol can only be indicative. Parties will enter the chain at different times and a chain can only progress as fast or as slow as the slowest member in it and/or the last person to join it.

Where a conveyancer is instructed solely on behalf of the lender and not jointly for both the lender and the borrower then the lender's conveyancer is expected to follow such parts of the Protocol as apply to the retainer and take all action as is necessary to enable both the buyer's conveyancer and the seller's conveyancer to comply with agreed timescales.

Every party will be progressing with their own agenda, which means that agreeing a realistic timetable and reaching final agreement on critical time limits and dates can be challenging. It is important to remember that moving dates or completion dates can only be set credibly and realistically when certain stages have been reached and certain initial requirements fulfilled.

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Stage A: Instructions

	Contact	Acting for the seller	Acting for the buyer	Contact
1	<i>Seller</i> <i>Agent</i>	<p>Client instruction</p> <p>Obtain and confirm all instructions and establish the nature of the transaction.</p> <p>Obtain the agent's commission terms.</p> <p>Send to the seller the Property Information Form (TA6) and Fittings and Contents Form (TA10) (see paragraph (l) of general obligations for further guidance on the use of forms).</p> <p>Linked transactions/chain of transactions</p> <p>Check whether the seller has property to buy and whether an offer has been accepted and whether there is any linked transaction or chain of transactions. Remember that when you are acting for a seller, you may also be acting for that seller in his capacity as a buyer.</p>	<p>Client instruction</p> <p>Obtain and confirm all instructions and establish the nature of the transaction.</p> <p>Linked transactions/chain of transactions</p> <p>Check whether the buyer has property to sell and whether an offer has been accepted and whether there is any linked transaction or chain of transactions. Remember that when you are acting for a buyer, you may also be acting for that buyer in their capacity as a seller.</p>	<i>Buyer</i> <i>Agent</i>

	Contact	Acting for the seller	Acting for the buyer	Contact
		<p>Occupiers</p> <p>Ascertain the identity of all people aged 17 or over living in the property and consider whether their consent to the sale is required and whether they require independent advice. This may be relevant where they or anyone else may have made any financial contribution towards purchase of the property, mortgage payments, other outgoings or improvements.</p>	<p>Searches</p> <p>Advise the buyer about obtaining searches.</p> <p>Consider which searches would be appropriate to obtain. If so instructed, instigate the searches.</p> <p>If there are two or more buyers, advise on the ways in which property can be owned.</p>	
2	<i>Seller</i>	<p>Regulatory requirements</p> <p>Comply with all regulatory requirements (including Transparency Rules):</p> <ol style="list-style-type: none"> (1) Provide an estimate of fees and disbursements. (2) Provide client care/retainer information and other information required by regulators. (3) Provide your terms and conditions. (4) Make clients aware of fraud risks and the methods for avoiding them. (5) Consider whether other tax advice may be relevant. 	<p>Regulatory requirements</p> <p>Comply with all regulatory requirements (including Transparency Rules):</p> <ol style="list-style-type: none"> (1) Provide an estimate of fees and disbursements. (2) Quantify and explain non-optional disbursements: <ol style="list-style-type: none"> (a) HM Land Registry fees; (b) stamp duty land tax (SDLT), land transaction tax (LTT) including higher rate SDLT/LTT and multiple dwellings relief. <p>If you cannot do so, refer the client to your tax department, a tax solicitor or accountant and/or advise your client to take specialist tax advice.</p> (3) Explain other disbursements and give estimates, e.g. environmental report. 	<i>Buyer</i>

	Contact	Acting for the seller	Acting for the buyer	Contact
			<p>(4) Provide client care/retainer information and other information required by regulators.</p> <p>(5) Provide your terms and conditions.</p> <p>(6) Make clients aware of fraud risks and the methods for avoiding them.</p> <p>(7) Consider whether other tax advice may be relevant.</p>	
3		<p>Client identity and verification</p> <p>Take steps to satisfy yourself and to satisfy any third-party obligation as to the identity of your clients and continue to keep this under review.</p> <p>You should be aware that the buyer’s conveyancer will expect you to comply with the undertakings in the Law Society Code for Completion by Post and if you are not able or willing to comply this should be communicated to the buyer’s conveyancer at the earliest stage possible.</p> <p>Authority to instruct</p> <p>Consider which, if any, documents may need to be signed by an attorney and check whether powers of attorney are available.</p> <p>If your client is acting as trustee/executor consider what documents might need to be signed.</p> <p>Take steps taken to satisfy yourself as to the identity of any signatory to contract or transfer so as to be able to satisfy HM Land Registry requirements upon registration.</p>	<p>Client identity and verification</p> <p>Take steps to satisfy yourself and to satisfy any third-party obligation as to the identity of your clients and continue to keep this under review.</p> <p>Satisfy yourself that the seller’s conveyancer will give the undertakings for completion in the Law Society Code for Completion by Post which means you do not need to raise further questions at this stage unless there are fraud indicators.</p> <p>Power of attorney</p> <p>Consider which, if any, documents may need to be signed by an attorney and check whether powers of attorney are available.</p> <p>Prepare or encourage the buyer to instruct someone to prepare any power that may be necessary.</p>	

	Contact	Acting for the seller	Acting for the buyer	Contact
		Obtain instructions for dealing with remittance of gross/net sale proceeds and details provided by the seller of UK bank account for remittance of proceeds. Obtain evidence that the bank account is properly constituted as an account conducted by the seller for a period of at least 12 months. Confirm that remittance will be made to that account only.		
4	<i>Seller Agent Lender/ Broker</i>	<p>Mortgage redemption</p> <p>Ask the seller how many mortgage accounts need to be redeemed and the approximate amounts outstanding on each account and monthly payment date.</p> <p>Obtain redemption figures and advise as to costs of obtaining redemption statements and any later updates and redemption charges.</p> <p>Check the mortgage or other loans and consider obtaining a statement of account to ascertain redemption penalties or negative equity. If it is apparent that there is negative equity, or for some other reason the seller will not be able to discharge the registered charges from the proceeds of sale, discuss what actions need to be taken.</p> <p>Advise the seller about continuing to make mortgage payments, ground rent and service charge payments that are due up to and including the completion date.</p>	<p>Mortgage requirements</p> <p>Check whether the buyer requires a mortgage offer in connection with any related purchase and, if so, whether:</p> <ul style="list-style-type: none"> (a) a decision in principle has been obtained; (b) an application has been made; and (c) a mortgage offer has been issued. <p>If a mortgage offer has been made, check that the special conditions can be satisfied.</p> <p>Suggest the buyer consults an independent surveyor for advice on different types of survey and home buyer reports.</p>	<i>Buyer Agent Lender/ Broker</i>

	Contact	Acting for the seller	Acting for the buyer	Contact
		<p>Restrictions</p> <p>Consider how to deal with any restrictions appearing on the register.</p> <p>Lender representation</p> <p>Tell the buyer’s conveyancer whether you act for the seller’s lender and if not, advise the buyer’s conveyancer as to the identity of any solicitor who may be acting for the seller’s lender.</p> <p>Mortgage documentation</p> <p>If you are not formally instructed by the seller’s lender and you are not aware of any conveyancer who has been instructed to act for it, obtain relevant written authority from the seller to deal with the seller’s existing lender.</p> <p>Obtain the title deeds, if any and/or ask the seller.</p> <p>In respect of any existing charges entered into by the seller, consider what evidence of discharge or undertakings for discharge are likely to be required by the conveyancers for the buyer’s lender and the buyer.</p>	<p>Lender representation</p> <p>If you are not to be instructed by the prospective lender, find out who is and check their identity.</p> <p>Suggest the buyer obtains quotations for buildings insurance and advise that the terms of any policy taken out must be compliant with the lender’s requirements (where applicable).</p>	

	Contact	Acting for the seller	Acting for the buyer	Contact
5	<i>Seller</i>	<p>Written confirmation requirements</p> <p>Ensure the seller has written confirmation of:</p> <ul style="list-style-type: none"> (a) the name and status of the person who will carry out the work; (b) the name of the regulated individual supervising the work; (c) the complaints procedure; and (d) cancellation notice where applicable (referring to a cancellation notice if the client decided not to instruct the solicitor). 	<p>Written confirmation requirements</p> <p>Ensure the buyer has written confirmation of:</p> <ul style="list-style-type: none"> (a) the name and status of the person who will carry out the work; (b) the name of the regulated individual supervising the work; (c) the complaints procedure; and (d) cancellation notice where applicable (referring to a cancellation notice if the client decided not to instruct the solicitor). 	<i>Buyer</i>
6	<i>Seller</i>	<p>Costs, checks and payments on account</p> <p>Agree costs estimated and terms for abortive charges.</p> <p>Carry out and record:</p> <ul style="list-style-type: none"> (a) assessment of transaction risks; (b) potential conflicts; (c) capacity of client; (d) scope of authority to act, where there is more than one seller (issues of conflict between them are outside scope – affects remittance of proceeds of sale). <p>This obligation continues throughout the transaction.</p>	<p>Costs, checks and payments on account</p> <p>Agree costs estimated and terms for abortive charges.</p> <p>Carry out and record:</p> <ul style="list-style-type: none"> (a) assessment of transaction risk; (b) potential conflicts; (c) capacity of client; (d) scope of authority to act, where there is more than one buyer (issues of conflict between them are outside scope – affects remittance of proceeds of sale). <p>This obligation continues throughout the transaction.</p>	<i>Buyer</i>

	Contact	Acting for the seller	Acting for the buyer	Contact
7		<p>Title</p> <p>If the title is registered, obtain:</p> <ul style="list-style-type: none"> • up-to-date official copies of the register and title plan; • official copies of all filed documents; • an official copy of any registered lease; and • those documents on which the buyer can reasonably be expected to rely in order to deduce title (e.g. a certified copy of a grant of probate, a power of attorney). <p>If the title is unregistered, obtain:</p> <ul style="list-style-type: none"> • a land charges search against the seller and any other appropriate names; • an official search of the index map; • an epitome of title; • those documents on which the buyer can reasonably be expected to rely in order to deduce title (e.g. a certified copy of a grant of probate, a power of attorney). <p>Note: check all plans on copied documents are complete and coloured accurately.</p>	<p>Material information</p> <p>Review the Memorandum of Sale and/or Property Particulars together with valid energy performance certificate.</p> <p>Explain the likely timescale of the transaction and discuss any factors that may affect it. Keep this under review throughout the transaction.</p> <p>Establish the funding requirements.</p> <p>Potential lender requirements</p> <p>When you know who the lender is, check the Lenders' Handbook, Part 2 for information about the lender's requirements.</p> <p>As required by the Lenders' Handbook, if you need to report a matter to the lender you must do so as soon as you become aware of it. You should tell the lender what the issue is, identify the relevant provision and provide a summary of the legal risks and your recommendations.</p>	<p><i>Agent</i></p> <p><i>Lender</i></p>

	Contact	Acting for the seller	Acting for the buyer	Contact
		<p>Defect in title</p> <p>Consider and advise in relation to any apparent defect in title or missing items in title documents, e.g. missing lease or discrepancies in names or addresses.</p> <p>In some cases, indemnity insurance might be appropriate.</p>		
8	<p><i>Seller</i></p> <p><i>Landlord</i></p> <p><i>Managing agent</i></p>	<p>Leasehold properties</p> <p>(1) Obtain the lease or official copy of the lease and any deeds of variation.</p> <p>(2) Send to the seller a Leasehold Information Form (TA7) in addition to the Property Information Form (TA6) (see paragraph (l) of general obligations for further guidance on the use of forms) and obtain any documents that will be required, including a receipt for ground rent, service charge accounts and insurance details.</p> <p>(3) Obtain from the seller the contact details for the landlord and/or managing agent and obtain the cost of replies to enquiries in form LPE1 and obtain funds from the seller if required.</p> <p>(4) Consider the lease and advise as necessary concerning the residual lease term.</p> <p>(5) Consider timing of submission of LPE1 questions to the landlord/managing agent.</p> <p>(6) Consider whether any third parties will need to consent to the sale (e.g. landlord or management company).</p>	<p>Leasehold properties</p> <p>Ensure that the client is aware of the difference between freehold and leasehold ownership</p> <p>Check any lender requirements and report to lender as necessary. Each lender is different and has its own requirements in relation to leasehold properties.</p> <p>Consider the lease and advise the buyer as necessary as soon as you have the information concerning:</p> <p>(a) the residual lease term;</p> <p>(b) the amount of ground rent payable;</p> <p>(c) the method and timing of increases in the ground rent;</p> <p>(d) the amount of service charge payable.</p> <p>When you have the information provided by the managing agents in response to LPE1, particularly any potential or proposed works to the property which could lead to a substantial increase in the amount of service charge payable, report this to the buyer.</p>	<p><i>Buyer</i></p> <p><i>Managing agent</i></p> <p><i>Landlord</i></p> <p><i>Lender</i></p>

	Contact	Acting for the seller	Acting for the buyer	Contact
9		<p>Continuing obligations</p> <p>Review the costs estimate and revise if necessary, updating information regarding fees or disbursements including managing agent's fees.</p> <p>Chain of transactions</p> <p>Consider and advise in relation to any dependent purchase or sale. Advise the seller in relation to their potential tax liability or advise the seller to obtain tax advice as to the order of transactions, where related transactions may not be simultaneous, for SDLT or LTT impact.</p>	<p>Continuing obligations</p> <p>Review the costs estimate and revise if necessary, updating information regarding fees or disbursements.</p> <p>Consider the timeframe. If the property is leasehold, ensure that the buyer is aware that any enquiries may need to be answered by a third party and adjust the timeframe accordingly.</p> <p>Chain of transactions</p> <p>Consider and advise in relation to any dependent purchase or sale. Advise the buyer in relation to their potential tax liability or advise the buyer to obtain tax advice as to the order of transactions, where related transactions may not be simultaneous, for SDLT or LTT impact.</p>	

Stage B: Pre-exchange – submitting a contract

The seller's conveyancer should generally carry out these steps within five days of confirmation of instructions and submit the draft contract upon receiving confirmation from the buyer's conveyancer that they are instructed.

If there is any delay, explain to the seller, the buyer's conveyancer and the estate agents.

Following acceptance of an offer:

	Contact	Acting for the seller	Acting for the buyer	Contact
10	<i>Seller</i>	<p>Clients' instructions</p> <p>Confirm the seller's instructions including checking whether any preliminary deposit or other direct payments have been offered or received. Advise seller not to accept any payment from the buyer.</p> <p>Confirm and update, where necessary, replies to enquiries if completed more than two months earlier.</p>	<p>Clients' instructions</p> <p>Confirm the buyer's instructions including checking whether any preliminary deposit or other direct payments have been offered or received. Advise buyer not to accept any payment from the seller or make any payments direct to the seller.</p> <p>Advise on liability for SDLT or LTT if you have not already done so. Explain the potential liability for higher rate SDLT/LTT and the circumstances in which this can be reclaimed or advise the buyer.</p> <p>Check availability of deposit.</p> <p>You should advise the buyer that there may be defects in the property which are not revealed by the valuation. You should also advise the borrower to obtain their own survey about the condition of the property.</p>	<p><i>Buyer</i></p> <p><i>Lender</i></p> <p><i>Surveyor</i></p>

	Contact	Acting for the seller	Acting for the buyer	Contact
		<p>Chain</p> <p>The estate agent should ensure, so far as is possible, that the fullest information is made available as to the status of other transactions in the chain if not provided with the memorandum of sale.</p>	<p>Advise the buyer to investigate the proposed buildings insurance.</p> <p>Where there are two or more people buying a property together, discuss the different types of co-ownership and whether a Declaration of Trust is required.</p> <p>Chain</p> <p>Ensure, so far as is possible, that the fullest information is made available as to the status of other transactions in the chain.</p>	
11		<p>Conveyancer identification</p> <p>Check the identity of the buyer’s conveyancer. Follow the latest SRA and Law Society guidance.</p>	<p>Conveyancer identification</p> <p>Check the identity of the seller’s conveyancer. Follow the latest SRA and Law Society guidance.</p>	
12		<p>Confirmation of instructions</p> <p>Provide the name of the seller, price and other terms agreed. State whether there is any related purchase(s) and extent of chain or any remortgage(s). Inform if seller requires mortgage or any other funding. Inform promptly of any changes.</p> <p>Confirm use of the Protocol and Law Society Code for Completion by Post and expected time required to prepare and submit pre-contract pack of documents.</p>	<p>Confirmation of instructions</p> <p>Provide the name of the buyer, price and other terms agreed. State whether there is any related sale(s) and extent of chain or any remortgage(s). Inform if buyer requires mortgage or any other funding. Inform promptly of any changes.</p> <p>Confirm use of the Protocol and Law Society Code for Completion by Post. Check details of client bank account.</p>	

	Contact	Acting for the seller	Acting for the buyer	Contact
		<p>Provide the seller with the information received from the buyer’s conveyancer about any related sale by the buyer and any other transactions in the chain and details of the buyer’s funding arrangements and mortgage if not previously supplied.</p>	<p>Provide the buyer with the information received from the seller’s conveyancer about any related purchase by the seller and any other transactions in the chain.</p>	
13		<p>Communication</p> <p>If you intend to email the contract bundle, please tell the buyer’s conveyancer that you intend to do so.</p> <p>Delivery of contract bundle by email is acceptable but each document should be a separately identifiable attachment or uploaded individually.</p> <p>Contract bundle</p> <p>If there is likely to be a delay in submitting a contract bundle, inform the seller, the buyer’s conveyancer and the estate agents. So far as possible send the whole package at once.</p> <p>Prepare and submit to the buyer’s conveyancer a contract bundle, which includes:</p> <p>(1) The draft contract:</p> <ul style="list-style-type: none"> (a) incorporating the latest edition of the Standard Conditions of Sale; and (b) only with such additional clauses as are absolutely necessary for the purposes of the transaction; and 		

	Contact	Acting for the seller	Acting for the buyer	Contact
		<p>(c) if appropriate FME1 in relation to service or maintenance charges with accompanying documentation.</p> <p>(2) If the title is registered:</p> <p>(a) up-to-date official copies of the register and title plan;</p> <p>(b) official copies of all filed documents; and</p> <p>(c) those documents on which the buyer can reasonably be expected to rely in order to deduce title (e.g. a certified copy of a grant of probate, a power of attorney, etc.)</p> <p>At the time of submitting the contract bundle, entries in the register of title should be less than six months old. If any information needs to be updated (change of name, death of proprietor) the register should be updated.</p> <p>(3) If the title is unregistered:</p> <p>(a) a land charges search against the seller and any other appropriate names;</p> <p>(b) an official search of the index map;</p> <p>(c) an epitome of title;</p> <p>(d) those documents on which the buyer can reasonably be expected to rely in order to deduce title (e.g. a certified copy of a grant of probate, a power of attorney, etc.).</p> <p>Note: check all plans on copied documents are accurately coloured.</p>		

	Contact	Acting for the seller	Acting for the buyer	Contact
		<p>(4) Property Information Form (TA6) with supporting documentation. Note: copies of competent person certificates are not always required if the existence of the certificate is clear as mentioned in the result of enquiries and noted on the relevant website (such as FENSA).</p> <p>(5) Fittings and Contents Form (TA10).</p> <p>(6) Required consents (e.g. under restrictive covenants or restrictions).</p> <p>(7) In relation to leasehold property:</p> <ul style="list-style-type: none"> (a) Leasehold Information Form (TA7); (b) LPE1 in relation to service charge and ground rent with accompanying documentation; (c) official copies of the freehold and intermediate titles; (d) a copy of the seller's share certificate for any landlord/management company where appropriate (e) draft of any required deed of covenant. <p>Confirm you will complete using the Law Society Code for Completion by Post if you have not already done so. (See paragraph (l) of general obligations for further guidance on the use of forms.)</p> <p>Consider including a draft transfer.</p>		

	Contact	Acting for the seller	Acting for the buyer	Contact
		<p>Inform the estate agent and the seller when the contract bundle has been submitted.</p> <p>If any document is unavailable or awaited, submit the contract bundle with an explanation as to when it is likely to be supplied.</p>		
14			<p>Receipt of contract bundle</p> <p>Notify the buyer that the contract bundle has been received.</p> <p>Notify the seller’s conveyancer if expecting to be instructed by the lender or communicate the identity of any other conveyancer instructed by the lender when known.</p> <p>Search requirements</p> <p>If you are not going to make such searches as are required on receipt of the draft contract, notify the seller’s conveyancer and provide an indication as to why there may be a delay in submitting searches and when it is likely that they will be submitted.</p>	<i>Buyer</i>

	Contact	Acting for the seller	Acting for the buyer	Contact
15	<p><i>Agent</i></p> <p><i>Seller</i></p>	<p>Additional enquiries</p> <p>Obtain the seller’s responses to additional enquiries. Explain that if inappropriate enquiries have been raised, answers need not be given.</p> <p>Respond to the additional enquiries from the buyer’s conveyancer. You do not have to answer inappropriate enquiries.</p> <p>The seller should not be required to supply more information than is available in the documents.</p> <p>Inform the seller and the estate agent of any matters likely to delay exchange of contracts.</p>	<p>Additional enquiries</p> <p>Raise only specific additional enquiries required to clarify issues arising out of the documents submitted, or which are relevant to the title, existing or planned use, nature or location of the property or which the buyer has expressly requested.</p> <p>Do not raise any additional enquiries about the state and condition of the building unless arising out of your conveyancing search results, your buyer’s own enquiries, inspection or their surveyor’s report.</p> <p>Indiscriminate use of ‘standard’ additional enquiries may constitute a breach of this Protocol. If such enquiries are submitted, they are not required to be dealt with by the seller/seller’s conveyancer.</p> <p>The seller’s conveyancer does not need to obtain the seller’s answers to any enquiry seeking opinion rather than fact.</p>	
16	<p><i>Seller</i></p>	<p>Fittings and contents</p> <p>Take instructions and agree any apportionment of the purchase price in respect of fittings and contents.</p>	<p>Fittings and contents</p> <p>Take instructions and agree any apportionment of the purchase price in respect of fittings and contents.</p> <p>Advise the buyer as to the impact of an apportionment of the purchase price for fittings and contents on any mortgage offer and SDLT/LTT.</p>	<p><i>Buyer</i></p>

	Contact	Acting for the seller	Acting for the buyer	Contact
17			<p>Report to buyer</p> <p>Report to the buyer on the documentation received and the results of investigations made.</p> <p>Check title against lender’s requirements.</p> <p>Draft SDLT/LTT form and signature of documentation</p> <p>Prepare (from tax advice received if necessary) a draft online SDLT or LTT return. Consider timing and arrange for signature of any transfer, mortgage deed and SDLT or LTT return. Can be carried out later – see the Lenders’ Handbook or the BSA Mortgage Instructions.</p>	
18			<p>Mortgage instructions</p> <p>Consider the mortgage instructions from the lender or the lender’s conveyancer.</p> <p>Check the mortgage offer conditions with the buyer and if all approved obtain the buyer’s signature to the mortgage deed.</p> <p>Consider the instructions from lenders in the Lenders’ Handbook or the BSA Mortgage Instructions.</p> <p>If you have reported an issue to the lender, check you have the lender’s further written instructions before exchange of contracts because the lender may withdraw or change the mortgage offer.</p>	<p><i>Buyer</i></p> <p><i>Lender</i></p>

	Contact	Acting for the seller	Acting for the buyer	Contact
19	<i>Seller</i>	<p>Contract</p> <p>Deal with any amendments to the contract after taking instructions if necessary.</p> <p>Reply to the Completion Information and Undertakings form (TA13) (see paragraph (l) of general obligations for further guidance on the use of forms).</p> <p>Beware how you submit your bank details. It is good practice not to submit bank details by email.</p>	<p>Contract</p> <p>Approve and return to the seller's conveyancer the draft contract (including the buyer's full name and address) and any necessary amendments.</p> <p>Submit a draft transfer deed and Completion Information and Undertakings form (TA13) (see paragraph (l) of general obligations for further guidance on the use of forms).</p>	<i>Buyer</i>

Stage C: Prior to exchange of contracts

	Contact	Acting for the seller	Acting for the buyer	Contact
20	<i>Seller</i>	<p>Signing of contracts/transfer</p> <p>Report to the seller with the contract for signature (including occupier if relevant) and arrange for the contract to be signed.</p> <p>Propose and agree deposit requirements, taking account of any deposit already paid.</p> <p>Agree the completion date. Ensure the seller is aware of the obligation to give vacant possession by the latest time in the contract (especially if the property is occupied or tenanted).</p> <p>Ask the buyer's conveyancer to check the date with others in the buyer's chain to see if it is agreed.</p>	<p>Signing of contracts/transfer</p> <p>Report to the buyer on the purchase documentation and send the contract for signature. Arrange for the contract to be signed and for the buyer to transfer the deposit, preferably electronically.</p> <p>Take instructions on the deposit. Agree arrangements for the amount and holding of the deposit where it is to be sent by or held by a third party.</p> <p>Take account of any deposit paid under any reservation or pre-contract agreement.</p> <p>Agree the completion date and time. Ensure that the buyer is aware of the binding nature of the commitment.</p> <p>Check the proposed date with the buyer and the buyer's chain to see if it is agreed. Tell the seller's conveyancer.</p> <p>Consider the terms on which the deposit is to be held and by whom. Advise the buyer of potential consequences of default if, for example, the deposit is held to order, is less than 10%, or is not held as stakeholder.</p>	<i>Buyer</i>

	Contact	Acting for the seller	Acting for the buyer	Contact
21	<i>Seller</i> <i>Managing Agent/ Freeholder</i>	<p>Apportionments</p> <p>Advise the seller about any apportionments that may be requested in addition to completion monies. Obtain the relevant receipts.</p>	<p>Apportionments</p> <p>Remind the buyer about the availability of balance of completion monies. Advise as to the date cleared monies are required for completion and any relevant apportionments.</p> <p>Check that the buyer has investigated the availability and cost of buildings insurance, so it is ready to be put in place on exchange or as required by the contract.</p>	<i>Buyer</i>

Stage D: Exchange of contracts

	Contact	Acting for the seller	Acting for the buyer	Contact
22	<i>Seller</i>	<p>Exchange of contracts</p> <p>Use the appropriate Law Society formula for exchange of contracts.</p> <p>Notify seller and seller's agent that exchange has taken place immediately after exchange of contracts.</p>	<p>Exchange of contracts</p> <p>Use the appropriate Law Society formula for exchange of contracts.</p> <p>Notify buyer that exchange has taken place immediately after exchange of contracts.</p>	<i>Buyer</i>
23		<p>Completion information and undertakings</p> <p>Complete TA13 if not already supplied (see paragraph (l) of general obligations for further guidance on the use of forms).</p>	<p>Completion information and undertakings</p> <p>Check replies to TA13 (see paragraph (l) of general obligations for further guidance on the use of forms).</p>	
24		<p>Transfer</p> <p>Provide the buyer's conveyancer with a copy of the transfer executed by the seller, to be delivered on completion.</p>	<p>Transfer</p> <p>Check execution of the copy transfer supplied. Consider whether the transfer requires execution by the buyer and whether a duplicate should be signed by the buyer in advance of completion.</p>	
25			<p>Pre-completion searches</p> <p>Submit pre-completion searches.</p>	

	Contact	Acting for the seller	Acting for the buyer	Contact
26	<i>Lender</i>	Redemption figures Obtain up-to-date redemption figures.		
27			Certificate of title Send the certificate of title and/or requisition for funds to the lender (or the lender's conveyancer, if separately represented) promptly.	<i>Lender</i>

Stage E: Completion

	Contact	Acting for the seller	Acting for the buyer	Contact
28	<i>Seller Agent</i>	<p>Completion procedure</p> <p>To manage expectations, explain to clients that there are two parts to completion:</p> <p>(a) legal completion: involving the transfer of funds and receipt by the seller’s conveyancer; and</p> <p>(b) practical completion: checking the property has vacant possession and is empty, and arrangements for collection of keys by the buyer.</p> <p>Explain that these rarely happen simultaneously and that you will let them, or the estate agent, know when the keys can be handed over. This should be no later than the time stated in the contract.</p> <p>On the day before completion, or as early as reasonably possible on the day of completion, consider whether there is likely to be any delay. If there is, notify the buyer’s conveyancer and thereafter agree how communication will be handled during the day until completion has taken place.</p>	<p>Completion procedure</p> <p>To manage expectations, explain to clients that there are two parts to completion:</p> <p>(a) legal completion: involving the transfer of funds and receipt by the seller’s conveyancer; and</p> <p>(b) practical completion: checking the property has vacant possession and is empty, and arrangements for collection of keys by the buyer.</p> <p>Explain that these rarely happen simultaneously and that you will let them know when completion monies are transferred, and they will need to liaise with the estate agent or the seller as regards the release of keys.</p> <p>On the day before completion, or as early as reasonably possible on the day of completion, consider whether there is likely to be any delay. If there is, notify the seller’s conveyancer and thereafter agree how communication will be handled during the day until completion has taken place.</p>	<i>Buyer Lender</i>

	Contact	Acting for the seller	Acting for the buyer	Contact
29		<p>Completion by post</p> <p>Comply with the Law Society Code for Completion by Post without variation unless there has been prior agreement to vary. General exclusions of liability for obligations within the code will be viewed as a breach of this Protocol in addition to any other consequences.</p>	<p>Completion by post</p> <p>Comply with the Law Society Code for Completion by Post without variation unless there has been prior agreement to vary. General exclusions of liability for obligations within the code will be viewed as a breach of this Protocol in addition to any other consequences.</p>	
30	<p><i>Seller</i></p> <p><i>Agent</i></p>	<p>Completion monies and method of completion</p> <p>On receipt of completion monies, complete the transaction in accordance with the Law Society Code for Completion by Post. This must take place by the latest time stated in the contract. Inform the buyer's conveyancer immediately if this is not possible.</p> <p>Report completion to the seller and proceed with any related purchase.</p> <p>On completion notify the estate agent and/or any other key holder and authorise release of the keys.</p> <p>Date the transfer deed</p> <p>Send the transfer and any title deeds to the buyer's conveyancer. Send sufficient monies to any lender in accordance with any undertakings.</p>	<p>Completion monies and method of completion</p> <p>Inform the seller's conveyancer of the commitment of funds to the banking system or instructions given to the bank in accordance with the code.</p> <p>Report completion of the purchase and the mortgage to the buyer.</p> <p>Date and complete the mortgage deed.</p>	<p><i>Buyer</i></p> <p><i>Agent</i></p>

	Contact	Acting for the seller	Acting for the buyer	Contact
31	Agent Seller	<p>Payment of estate agent fees</p> <p>Pay the estate agent's or property seller's commission, if so authorised.</p>		
32	Seller	<p>Outstanding balance of sale proceeds</p> <p>Account to the seller for any balance of the sale proceeds. Check funds are only being sent to the account details supplied at the beginning of the transaction.</p>		

Stage F: Post-completion

	Contact	Acting for the seller	Acting for the buyer	Contact
33	<i>Lender</i>	<p>Discharge of undertaking</p> <p>Provide the buyer with sealed Form DS1 (and ID forms where applicable) as soon as it is received and obtain related discharge of undertaking or confirmation as to lodging of END1 by lender if so notified.</p>	<p>Application to HM Land Registry</p> <p>Lodge the appropriate SDLT or LTT form with HMRC or the Welsh Revenue Authority as applicable and pay any SDLT/LTT due.</p> <p>Upon receipt of the transfer, lodge your application for registration at HM Land Registry within the priority period of the official search. To reduce the incidence of requisitions being raised by HM Land Registry, check the contents of the application very carefully: ensure that all necessary documents are dated, properly executed and attached and that any name discrepancies between deeds and the register are resolved or explained.</p> <p>Lodge Form DS1 when received (if applicable).</p>	<p><i>Lender</i></p> <p><i>HMRC or Welsh Revenue Authority</i></p> <p><i>HM Land Registry</i></p>
34			<p>Registration</p> <p>When registration (whether subject to 'early completion' or not) has been effected:</p> <ol style="list-style-type: none"> (1) Check the title information document carefully, including the address for service. (2) Supply a copy of the title information document to the buyer and remind the buyer to keep the address for service up to date. Advise the client of the existence of the HM Land Registry Property Alert service. 	<p><i>Lender</i></p> <p><i>Buyer</i></p>

	Contact	Acting for the seller	Acting for the buyer	Contact
			<p>(3) Ask the buyer to check the contents of the title information document.</p> <p>(4) Advise the buyer (and any lender) of completion of registration.</p> <p>(5) Deal with any other documents, e.g. mortgage loan agreements, planning permissions, indemnity policies, etc. in accordance with the lender's instructions.</p>	
35	<i>Seller</i>	<p>File closure</p> <p>Close file after checking and confirm custody of sale contract and sale documents.</p> <p>Return to the client any original documents save for documents which it has been agreed should be retained.</p>	<p>File closure</p> <p>Check accounts balance, that addresses are updated, and ledger archived.</p> <p>Return to the client any original documents save for documents which it has been agreed should be retained.</p>	<i>Buyer</i>

* Please provide any feedback in relation to the Protocol to property@lawsociety.org.uk