



MWR Solicitors
A legal guide

CONVEYANCING, WILLS & PROBATE:
Guidance notes for clients



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This booklet is also available on tape and CD

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CLIENT CARE POLICY

Our aim is to notify you of all significant developments in relation to your matter. We will give you a progress report every 2 – 3 weeks. If a step in your matter will take longer we will let you know.

In any event please do not hesitate to contact us for a progress report. You can contact us by letter, phone, fax or e-mail which ever you prefer.

We believe our clients are our greatest asset. In order to provide you with a first class service we work in specialist teams so that there is always someone available to assist you. We will notify you at the start who will be dealing with your matter.

At the end of your matter you will be contacted by our Administration Department to complete a short survey on the standard of our service. You may also be contacted during the course of your matter.. We would appreciate you taking a few minutes to complete the survey, to help us to improve the service we provide.

STANDARDS OF SERVICE

We have had ISO9001 approval since 1994. We have had the Investors in People Award since 1998. We have had Lexel since 2010.

These 3 awards are externally awarded and ensure a high quality service which is constantly being reviewed and updated.

In addition, In order to ensure a consistent level of service that you can rely on, we have introduced our own minimum levels of service that you can expect:

CONVEYANCING

- Frequency of Contact:

We aim to contact you initially within 5 working days of receiving your instructions, and then keep you updated 2 to 3 weeks thereafter, unless we advise you otherwise.

If you supply your e-mail address, we will endeavour to use it for all correspondence. However, our e-mails will not be encrypted. If you have any concerns about this, please raise it with us.

- Returning your calls:

If the person you wish to speak to is not available when you telephone, and no-one else is able to answer your query, someone who can help you will call you back within 24 hours.

- Completion:

The time it can take to purchase or sell a house can vary depending on a number of factors over which we have no control. In a straightforward case however, we would expect completion to take place within 3 months of receiving your instructions.

WILLS AND PROBATE

- Frequency of Contact:

We aim to contact you initially within 5 working days of receiving your instructions

- Returning your calls:

If the person you wish to speak to is not available when you telephone, and no-one else is able to answer your query, someone who can help you will call you back within 24 hours.

- Completion:

We will have your draft Will prepared within 2 weeks of receiving your completed Will questionnaire, and will complete your original Will within a further 1 week of receiving your approval.

The time it can take to realise assets can vary depending on a number of factors over which we have no control, particularly if the sale of a property is involved. In a straightforward case however, we would expect to finalise the estate accounts and distribute the assets within 6 months of receiving instructions.

WHAT WE NEED FROM YOU

We need you to answer any questions raised or complete forms and sign documents sent to you as promptly as possible. We cannot make progress with your matter unless we have your full co-operation and instructions. As your case develops we may need to raise further matters with you.

HOW YOUR HOUSE SALE WILL PROGRESS

CONTRACT

We must first obtain your Title Deeds which will be held by your mortgage lender or if you have no mortgage, you may have them at home. Having obtained your deeds, we will prepare a draft contract and send this to the purchaser's solicitors. The main features of the contract are:

- A description of your property
- The purchase price
- Details of any known rights or restrictions affecting the property
- Any special conditions necessary for this transaction

The contract will also set out your remedies for any breach of contract by the purchaser eg you may be entitled to keep the deposit or claim interest for a delay on completion.

ENQUIRIES BEFORE CONTRACT

We will send a property information form and list of fixtures, fittings and contents for you to complete which deal with general enquiries about your property. The purchaser or their solicitor can then raise further enquiries which we will discuss with you before replying. You should ensure that the replies you give are honest and accurate and do not mislead a buyer or they could take legal action against you.

EXCHANGE OF CONTRACTS

When the Purchaser has completed their enquiries, received their written mortgage offer and the result of any searches, their solicitor will approve our draft contract. Their solicitors will then send the Contract to us signed by the purchaser together with the deposit which is usually 10% of the sale price. We will then ask you to sign a duplicate of the contract, contracts are then exchanged which means the transaction is legally binding on both parties. At this stage, a definite completion date is agreed. You should then book your removal firm, arrange for final meter readings and settle your Council Tax and water rates up to the date of completion.

MATTERS WHICH MAY DELAY EXCHANGE OF CONTRACTS

• Purchaser's Mortgage

Your Purchaser will probably require a mortgage and it will usually take up to three weeks, but could take longer, eg if there is a delay in obtaining the purchaser's references. As a guideline, the written offer of mortgage will normally be received by the purchaser approximately 14 days after your property has been surveyed.

• Local Search

These are enquiries sent to the Local Authority to find out such matters as whether planning permission has been obtained for your property, whether any road widening is proposed or compulsory purchase threatened. A search will usually take from 2 to 4 weeks depending on the authority concerned.

• Chain of transactions

Your purchaser may have a house to sell and so may his purchaser. This is called a 'chain'. As all the sales and purchases are dependant upon each other, contracts cannot be exchanged in any one case until all parties are ready to proceed. One person's delay for any reason will delay the whole chain.

AFTER EXCHANGE OF CONTRACTS

The purchaser's solicitor will send a draft Transfer to us for approval on your behalf and we will then arrange for you to sign it. We will obtain details of the amount to repay any mortgages on your property and prepare a completion statement.

COMPLETION

We will:

- Receive the money due from your buyer
- Repay any mortgage and settle your estate agents fees
- Pay any balance due to you

HOW YOUR HOUSE PURCHASE WILL PROGRESS

CONTRACT

The first step in this process is to obtain a draft contract from the seller's solicitors. The main features of the contract are:

- A description of the property
- The purchase price
- Details of any known rights or restrictions affecting the property
- Any special conditions necessary for this transaction

The contract will also set out your remedies for any breach of contract by either party.

ENQUIRIES BEFORE CONTRACT

The seller will complete a property information form and a list of fixtures and fittings and contents which deals with general enquiries about the property. It may be necessary for us to raise further enquiries such as obtaining copies of planning permission for any alterations to the property and checking that all the covenants have been observed. We will also suggest any amendments to the contract in order to suit your particular requirements.

SEARCHES

These are enquiries which we submit on your behalf to the local authority and the water authority to find out if there are any land charges or proposals which would affect your use of the property, such as:

- has any planning permission been obtained?
- is any road widening proposed or compulsory purchase threatened?
- are there any outstanding road charges or is the property in a smoke control area?

We also check the details of the public drains and sewers on your behalf. The fee payable to the local and water authorities varies according to where the property is, but it will generally be in the region of £130 to £170. The searches will usually take between two and four weeks depending on the local authority concerned. We will need a cheque from you to cover the search fees before we can carry out the search.

SURVEY

If you are obtaining a mortgage, the lender (building society, bank or insurance company) will appoint a surveyor to check the value of the property and point out any obvious defects. You will have to pay the surveyor's fee but the report is for the benefit of the lender. Particularly for older houses, we recommend a full survey and would be pleased to discuss the type of survey you may require.

Unless you are purchasing a new property, you will buy the property as it stands. You will not have any legal grounds for complaint if you find the roof leaks, the windows will not open or that the property has dry rot etc.

DEPOSIT

It may be a condition of the contract that you pay a deposit (usually 10% of the purchase price) when contracts are exchanged. If necessary we will negotiate a reduced deposit if you are borrowing more than 90% of the purchase price. If you are selling and buying, we can normally use the deposit received on your sale for your purchase. Please note that by the Law Society's Solicitor's accounts rules we are not allowed to pay out on an uncleared cheque.

EXCHANGE OF CONTRACTS

When we have approved the contract, completed our searches and enquiries and received written mortgage instructions we will ask you to sign the contract, transfer and mortgage deed. We will then send the contract and deposit to the seller's solicitors. The seller will then sign a duplicate of the contract and send it to us. The contract is then legally binding on both parties. At this stage a definite completion date is arranged. If you fail to complete the purchase the seller can keep the deposit.

AFTER EXCHANGE OF CONTRACTS

We will report to the lender that the title is sound and ask for the mortgage monies for completion.

COMPLETION

We will:

- Obtain your mortgage monies
- Pay the purchase money to the seller's solicitors
- Receive the title deeds and arrange for the keys to be released to you

AFTER COMPLETION

We will arrange for the stamping and registration of your title at the Land Registry. If you have a mortgage we will send the deeds to the lender. If not we will be pleased to store your deeds for no charge.

PAYMENT

We prefer payments for deposits and balance of completion money to be made by telegraphic transfer as the funds are cleared the same day. If payment is to be made by bankers draft or building society cheque, they must be paid 3 days in advance to allow for clearance. If you need to make such payments by personal cheque, please note we will need to receive your cheque 10 working days in advance.

HOW YOUR REMORTGAGE WILL PROGRESS

We will need you to provide us with details of your existing lender, so that we can obtain your title deeds and a redemption statement. This will tell us how much you will have to pay to settle your existing mortgage.

When your deeds are received we will check them and if necessary raise any queries we may have concerning the title.

It may be that your new lender requires a Local Search or Mining Search to be carried out. If so we will do this, but you will have to pay the search fee.

We then wait until the new mortgage offer is received. When it is, we will go through it very carefully and explain to you the main points of the offer. There may be matters that we need to discuss with you such as insurance arrangements, and any people who live with you at the property.

Once these details have all been finalised, the mortgage deed will need to be signed by you. Ideally this should be done at our office, but if this is not possible, alternative arrangements will be made.

Once this has been completed, we can apply for the new mortgage funds and obtain a final redemption statement from your existing lender. If your new mortgage loan is less than your old one, we will need you to pay the balance at this point.

The new mortgage is then completed, and the old one paid off. If any funds are due to you, they will be paid on completion.

The new mortgage will then be sent to the Land Registry to be registered. Once the registered mortgage is returned to us, we will send the relevant documents to the new lender, and the remainder will be sent to you for safe keeping, or retained in our strong room free of charge, if you prefer.

STEP BY STEP GUIDE TO MAKING A WILL

We will send a Will questionnaire for you to complete and return to us. Let us know if you need any help completing it. If you would prefer to discuss your wishes and instructions in person, this can be arranged. We can also arrange a home visit if getting to our office is difficult for you.

The matters you need to consider are:

Executors

These are the people who will deal with your estate, so they should be people whom you trust and whom you think will have the time and ability to collect in your assets, pay any debts and distribute the estate to your beneficiaries. You can appoint between 1 and 4 people to act, but it is advisable to have at least 2 especially if any of the beneficiaries are children. You can appoint the partners at MWR, or other professionals (eg your accountant) to act on your behalf. Beneficiaries can also be executors.

Legacies

These are specific sums of money or items that you wish to leave to a particular person, charity or group (eg £100.00 to each of my grandchildren). If it is an item of jewellery or other personal item that you want to leave, you need to make sure that it is properly described so that it can be identified on your death.

Guardians

If you have young children, it is advisable to appoint people to act as guardians in the event of your death. Remember to speak to them about it first to make sure they are willing to act as guardians.

Residue

This is the balance left in your estate after legacies and debts have been paid. This can be given to one person or charity or can be shared between a number of people or organisations either equally or different shares (eg 75% to A and 25% to B).

Within 2 weeks of receiving the completed questionnaire, we will send a draft will for your approval. We will ask you to confirm that the draft will properly reflects your wishes and if it does, we will prepare the original for signature, within 1 week of receiving your approval.

Your signature will need to be witnessed by 2 people who will not benefit under your will. You can either call into the office to sign it and we will provide 2 witnesses or we can send it to you by post. If you choose to have it posted to you, we will also send clear instructions about how your will should be signed and witnessed to make sure that it is valid.

After you have signed it, we will need to make a copy for our records, so if it has been posted to you, we will ask you to return it to us.

We can then store your will in our strong room free of charge or you can keep it yourself if you prefer.

It is important that your will reflects your current wishes, so we would advise you to update it periodically. If you have not done so, we will write to you every 5 years or so to remind you.

A Will is automatically cancelled if you marry after making it and you should also change your Will if you divorce.

STEP BY STEP GUIDE TO DEALING WITH AN ESTATE

We will arrange a meeting with you to find out as much as we can about the affairs of the deceased. This will include finding out about their assets, whether or not a will has been made, and who the beneficiaries of the estate are.

Assets can include:

- Property
- Bank and Building Society accounts
- Pensions
- Life Insurance policies
- Shares
- National Savings
- Jewellery and other valuable personal items
- Car and/or motorbike

Please bring in all of the paperwork you have relating to the deceased's assets.

We will then obtain probate valuations of the assets at the date of death. The time this takes can vary depending upon the nature of the assets, but should usually be completed within 3-4 weeks of your initial instructions.

We will also need to have full details of the deceased's liabilities at this time. These can include:

- Funeral Account
- Credit Cards
- Mortgages
- Personal Loans
- Outstanding household bills

These need to be paid off before any of the estate can be distributed.

Once this information is obtained, we will prepare the probate papers for signature. This can either be completed by post, or in person at our office. If there is any inheritance tax to pay on the estate, this is the point at which it generally becomes due.

Application will then be made to the Probate registry for the appropriate type of grant. This usually takes 10 – 14 days. Until this is completed, the estate cannot be collected in or distributed. When the grant is received, we will arrange for the various assets to be collected and any debts or liabilities paid.

As soon as all of the assets have been collected and any property sold or transferred, we will prepare the estate accounts for you to approve. Once you have approved them, we will arrange for the estate to be distributed to the beneficiaries.

CHARGES AND COSTS

HOW OUR CHARGES ARE CALCULATED?

Our charges are calculated on an hourly basis. They cover the time spent working upon your matter. They cover all attendances, preparation, phone calls (made and received) and correspondence. Telephone calls and letters written are charged at 1/10th of our hourly rates. Our charges are reviewed annually in April of each year. If they are increased we will notify you.

It may become necessary for different levels of fee-earners to be involved in your case.

Our hourly rates are as follows:

- Partners & Consultants - £250
- Solicitor, Senior Litigation Executive or Legal Executive with over 8 years experience - £200
- Solicitor, Litigation and Legal Executive with between 4-8 years experience - £180
- Solicitor and Fee Earners with less than 4 years experience - £160
- Trainee Solicitor and paralegals - £120

We will provide you with a breakdown of the costs incurred and the overall likely costs on a 6 monthly basis if this applies to you.

In some types of work such as preparation of a will, or dealing with a house sale or purchase, we may have quoted you a fixed fee. If this is the case, the amount will be shown in the client care schedule accompanying this booklet.

DISBURSEMENTS

These are payments we have to make to others on your behalf in order to make progress with your matter.

If you are selling your house this will only be in respect of land registry fees. If you are buying a house it will include search fees, stamp duty, land registry fees and a bank transfer fee. These costs can vary but the client care schedule accompanying this booklet will give you a more detailed indication of how much it is likely to be.

If we are dealing with the affairs of someone who has died, there will be a probate fee to pay which will be between £40 and £50.

FINANCIAL ADVICE

In certain types of matters we would recommend that you seek professional financial advice. This may be before making your will to ensure that your assets are safeguarded against unnecessary taxation, or as beneficiaries under a probate or recipient of compensation, to ensure that the funds are invested to your best advantage. On financial settlement of a matter, we will also suggest you seek professional advice.

We keep a list of independent financial advisors and would be pleased to introduce you. Please ask for further information.

FUNDING OF YOUR MATTER

The covering letter you have received with this booklet confirms how your matter is funded.

PRIVATELY FUNDED

If you are paying your legal fees yourself then the previous section headed "charges and costs" will help explain what you might have to pay. In addition, our letter sent to you at the start of your matter will set out in full the terms we have agreed with you.

In most privately funded matters, we will need you to meet all disbursements in advance and also make regular monthly payments on account.

If at the conclusion of your case we hold money on account for you by way of damages, then we will forward to you a bill for approval which will then be deducted from the monies we hold and the balance forwarded to you.

In the event that further monies are due from you, a final bill will be sent which is payable within 28 days. Interest will be charged at 8% on any unpaid bill.

We prefer payments for both deposits and balance of completion money in property transactions to be made by telegraphic transfer as the funds are cleared the same day. If payment is to be made by bankers draft or building society cheque, they must be paid to us at least 3 days in advance of us needing to make the payment out, to allow for clearance. If you need to make such payments by personal cheque, we will need to receive it no later than 10 working days in advance.

GENERAL INFORMATION

DOCUMENTATION

After completion of your matter we will return all original documentation to you. We are entitled to keep all your papers and documents whilst there is money owing to us for our charges and expenses.

Upon conclusion we will keep your file of papers in safe storage for 7 years (12 years if a house purchase). The file will then be confidentially destroyed. We will keep the file on the understanding that we have your authority to destroy it. We will not destroy any documents you ask us to retain in safe custody. When our file is destroyed, we will also destroy any original documentation you have left with your file so it is important at the conclusion of your case that you ask for the return of any documentation you wish to keep.

COMMISSION RECEIVED

In some circumstances we receive commission from third parties who carry out work for us in connection with your case. This may be in connection with financial services, insurance premiums arranged on your behalf, or medical reports arranged for you.

In some cases, if this commission is less than £20 we are not required to disclose it to you. Where it is more than £20 we can only keep it if we have your permission to do so.

You will be advised on an individual basis of the sort of commission likely in your case, and the amount it is likely to be. If we need your permission to keep it, we will ask you for it.

INTEREST PAYABLE

If we hold your funds in our client bank account, depending upon the amount and the time for which we hold it, you may be entitled to interest. The amount of the interest is calculated in accordance with Law Society Rules. If interest is due, it will be credited to your account in April and October, or if the balance of your account is to be paid to you at any other time, on the day of payment.

STORAGE OF WILLS AND TITLE DEEDS

We will store and retrieve your wills, title deeds and closed files in our secure storage facilities at no charge. They can be made available to you at 24 hours notice.

TERMINATION

You may terminate your instructions to us in writing at any time but we will be entitled to keep your file of papers and documents whilst there is any money owing to us for our charges and expenses.

OTHER SERVICES

If you have other legal problems that arise or need assistance for example in preparing your wills, or moving property we will be more than happy to assist.

CLIENT SATISFACTION POLICY

If there is anything wrong with the service we provide or our bill we would rather know straight away. In the first instance please contact the person dealing with your matter. If you prefer, please speak to the partner with overall responsibility for your matter. You will find their name in the letter you received with this Guide.

If you remain dissatisfied with our service or if you prefer to do so please ask to speak to our Client Liaison Partner Jane Booker. She will obtain your file of papers and discuss your complaint with you.

In the event that the Client Liaison Partner is the person dealing with your matter we will nominate another partner to look into your complaint.

Who ever deals with your complaint will send you a copy of our complaints leaflet explaining the procedure that will be followed.

We monitor all complaints we receive and use them to improve the service we provide.

In relation to any objections to our bill you may in certain circumstances be entitled to have the bill assessed by the court under Part III of the Solicitors Act 1974.

In relation to any complaint including one relating to our charges, you can complain to the Legal Complaints Service.

In 2010 the complaints service will transfer to the Office for Legal Complaints (OLC). We will provide you with the details under our internal complaints procedure.

FINANCIAL SERVICES

This firm is not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so that we can carry on insurance mediation activity, which is broadly the 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 Law Society. The register can be accessed via the Financial Services Authority Web site at: www.fsa.gov.uk/register. We may also receive commission from a third party to whom we have referred you for financial advice or arrangements. If we do receive commission, we will discuss this with you at the time to obtain your permission to keep it.

EQUALITY AND DIVERSITY POLICY

This firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. (Please contact us for a copy of our equality and diversity policy).

CLIENT IDENTIFICATION

The UK is a major financial and legal centre, with a high reputation for honesty and integrity.

Unfortunately that is why financial and professional businesses, like banks and solicitors firms, are attractive to money launderers – criminals sometimes try to hide stolen money by turning it into legitimate income.

The government have introduced measures:

- To make it more difficult for criminals to make and keep money from their crimes.
- To confiscate proceeds to crime

For this reason there are compulsory checks which solicitors have to make of their clients.

Being asked for identification does not mean you are under suspicion. The identification requirements apply to all clients when they are asking their solicitors to conduct certain types of cases.

This means you may have to show us some personal documentation that can include:

- Current signed passport
- Photo card driving licence
- Benefit book

- And a recent gas, electricity or other household bill

If you are asked for these documents and you don't have them, you will have to ask your solicitor to advise you on how best to prove who you are.

DATA PROTECTION

In order to provide an efficient service, some personal information about you and your matter will be held on our computer system.

We respect your right to privacy and treat our obligations under the Data Protection Act 1998 ("the Act") very seriously. We will keep your personal information confidential except to the extent that it is necessary to disclose it by law or to comply with a regulatory or legal process or where we need to disclose the information to provide a product or service that you have requested. Under the Act you have the right to receive details of the personal data we maintain on you. An official fee is payable. If you would like to see the information we hold about you or would like to be removed from our database, you should contact us at 6 Cannon Street, Preston, Lancashire, PR1 3PY.

If we hold your e-mail address on our records, we may contact you in the future for marketing purposes.

OPENING HOURS

Our office is open from 8.30 am to 5.30 pm on Monday to Friday. Appointments outside these times can be made by arrangement. In some circumstances, arrangements can be made to visit you at home.

PROFESSIONAL INDEMNITY INSURANCE

MWR Solicitors LLP maintains professional indemnity insurance in accordance with the rules of the Solicitors Regulation Authority. Details of the insurers and the territorial coverage of the policy are available for inspection at our offices.

OTHER INFORMATION

MWR Solicitors LLP is a limited liability partnership registered in England and Wales (registered number OC339516) and is regulated by the Solicitors Regulation Authority No. 512776. We use the word 'partner' to refer to a member of the LLP, or senior employee with equivalent standing and qualifications. Members: Jane Booker, Altaf Patel.

OUR SERVICES

Accident claims
Employment law
Wills & Probate
Conveyancing
Family law

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