

The Conveyancing Committee would like to acknowledge the work of the Southern Law Association and thank them for their kind permission in allowing the Conveyancing Committee to publish the following for the benefit of all members of the profession.

**A PRACTICAL APPROACH TO RAISING AND MAINTAINING
CONVEYANCING STANDARDS**

1. PRE-CONTRACT

Do:

- Allow a reasonable and realistic time for return of signed contracts by a Purchaser.
- Respond within a reasonable time of receipt of contracts when acting for the Purchaser.
- Confine pre-contract enquiries to matters that are necessary and pertinent to the property being sold and title furnished.
- Ensure that items likely to delay closing, e.g. loan approval, VAT registration, are addressed with client at an early stage.

Don't:

- Send out a pro-forma set of pre-contract enquiries containing matters that are not relevant to the transaction or that are more properly dealt with in Requisitions on Title.
- Make amendments to the contract without notice to the Vendor's Solicitor.
- Assume Vendor will accept no/ reduced deposit.
- Refuse to deal with standard reasonable pre-contract enquiries.
- Furnish "take it or leave it" responses to title queries.

2. CONTRACT

Do:

- Read the title as Vendor's Solicitor prior to preparation of Contracts for second- hand houses.
- Complete the non-title information in the Contracts.
- Ensure that proper and complete Booklets of Title are issued for New Houses with complete copies of documents, indexes and contents pages, with properly coloured maps.
- Insert realistic completion dates for contracts.

Don't:

- Furnish out of date folio and filed plans.
- Draft or insert badly written or illegal special conditions in the Contract for Sale.
- Send out the original Booklet of Title for the Estate when selling a second-hand house instead of the title of the Vendor together with the relevant planning documents etc.

3. REQUISITIONS

Do:

- Delete those Requisitions not applicable to the transaction.
- Reply to all Requisitions raised by a Purchaser's Solicitor unless a Special Condition in the Contract specifically refers to non-reply to same.
- Raise and reply to Requisitions within a reasonable time frame, bearing in mind General Conditions 17 and 18 of the Contract for Sale.

Don't

- Furnish a "catch all" closing Requisition 44 which is not specific to the transaction at hand.
- Omit to enclose all documents, which are relevant to Replies to Requisitions such as prior searches on title or draft Family Law Declarations.

4. COMPLETION

Do:

- Set realistic closing dates particularly in the case of a chain of transactions and bearing in mind the time involved in getting items such as Capital Gains Tax Clearance Certificates, VAT Form 4B's etc.
- Take notice of General Condition No. 24 and draft an appropriate Special Condition in the case of postal closings, which are now prevalent.
- Ensure Completion Notices are as simple as possible thus reducing the margin for error.
- Note the provision for interest in General Condition Number 25 operates automatically. It is completely independent of a Completion Notice.

Don't

- Furnish or accept undertakings on closing which cannot be complied with or are not within the control of the Vendor's Solicitor. Time limits should be imposed on all undertakings where possible.

Furnish a list of closing requirements, which are relevant to the particular transaction.

5. GENERAL

Do:

- Take pride in your conveyancing work.
- Charge appropriately for the work involved.
- Show courtesy to colleagues at all times.
- Date letters the day they are sent out.
- Stamp and register titles as soon as possible following completion.
- Avoid a conflict of interest situation arising at all times.
- Keep up to date with Practice Notes and briefing notes issued by the Law Society Conveyancing Committee.
- Keep up to date on changes in legislation and taxation affecting conveyancing.
- Accept phone calls from colleagues unless you have a genuine reason for not doing so and return missed calls to colleagues within a reasonable time.

Don't:

- Unfairly blame or put unnecessary pressure on a colleague in a transaction.
- Encourage a client to telephone your colleague.
- Be pressurised into accepting inadequate standards from your opposite number.
- Compromise conveyancing standards at any time.

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