

Chesterton: Conveyancing Terms & Conditions

1. Introduction

Should you accept a quotation given to you by Chesterton ('we' or 'us'), we agree to procure that a firm of Solicitors contracted to us and using our systems will perform the conveyancing services you commission (subject always to considerations of professional conduct such as conflict of interest) in accordance with the terms of our Guarantee. In consideration you agree to pay us the fees as set out above, including VAT. We have estimated the amount of disbursements that we anticipate will be incurred on your behalf. You understand and agree that it may be necessary to incur other disbursements and in the event that this is necessary you agree to put us in funds in advance. However, we shall ensure that you are properly and independently advised of the need to incur any further disbursements in advance, and that they shall not be incurred without your consent.

2. Independence

We expressly provide in our agreements with firms of solicitors contracted to us that they are to adhere to the highest standards of professional conduct in accordance with the terms of our Guarantee and according to standard Terms of Engagement. We contract only with firms of solicitors whom we are satisfied will adhere to these standards. Nothing in the agreement that we have with them in any way compromises the principle that they should at all times be at liberty, and obliged, to advise you and act on your instructions independently, which is an essential part of such standards. We therefore further undertake to you, as an express term of our agreement with you, that the service provided by the solicitor to whom we introduce you will not in any way be affected by whether or not you take other products or services that may be offered by us at any time.

3. Other Costs

3.1 Disbursements

We have made every effort to notify you in this quote of all of the costs that we anticipate will be involved in the transaction. Because of the uncertain nature of land and property, and the need to advise you fully, it may be that there are other disbursements that will need to be incurred (eg further searches such as environmental, coal, flood etc) that it is not possible to anticipate at this stage. Where this is the case the solicitor instructed by you under this agreement will advise you of this. Your solicitor will of course act according to your instructions, and if, against professional advice, you do not wish to incur these further costs then that is a matter for you.

3.2 Communication Costs

Under our agreement with the firm of solicitors instructed by you Chesterton is the supplier of all of their media of communication with you. The above quotation includes the cost of all e-mail, fax and necessary postal correspondence. Unless you have specifically requested it, it does not include the cost of postal correspondence where it is not necessary to obtain your signature on an original document, in which case you will only receive such correspondence electronically. It does not include the additional time cost of telephone calls to the firms of solicitors by you. The cost may vary according to the network that you are telephoning from. This charge will appear on your telephone bill. With regard to this service we adhere to the code of practise of the Independent Committee for the Supervision of Standards of Telephone Information Services.

Accordingly you are encouraged to communicate by e-mail wherever possible. If you have chosen to receive updates by SMS then the cost of this service is fixed and is included within the above quotation and no other invoice will be raised in respect of this service.

5. Solicitors Services

Because we contract for the services of solicitors on a sliding scale basis in order to deliver better value to our customers it is not possible to calculate what they are paid per case.

6. Right to Cancel

If you accept the above quote and agree that we should refer your instructions to one of the firms of solicitors who has contracted with us for the provision of conveyancing services then we shall put a hard copy of this quote and these terms and conditions in the post to you at the earliest opportunity. You for your part, by accepting the above quotation, recognise and agree that as we shall ensure that the conveyancing services you are commissioning shall begin immediately, which shall require the immediate making of disbursements on your behalf, that you do not have the right to cancel this contract, and your rights to the return of monies paid are limited to clause 3 hereof. You further recognise that the nature of the conveyancing services to be provided are such that they may take longer than 30 days to perform, and that you shall have no right to the return monies paid in this event.

7. Data Protection

We are registered as Controllers of Data with the Data Protection Agency under registration number Z8104681. We will hold any data that you provide us with subject to the Data Protection Act 1998. By accepting this quotation you consent to our processing the said data for the purposes of the performance of our obligations under paragraph 1 and for the performance by the firm of solicitors of your instructions under your retainer with them according to the Terms of Engagement and in accordance with the service levels specified in the [Guarantee](#).

8. Guarantee

The levels of service and compensation specified in the Guarantee form a part of these Terms and Conditions.

9. Acceptance

These Terms and Conditions constitute Notice given to you pursuant by Chesterton as Introducer pursuant to Section 3(A)(8) of the Solicitors Introduction and Referral Code 1990 and pursuant to the Consumer Protection (Distance Selling) Regulations

2000. By authorising us to pass your instructions to a firm of solicitors contracted with us you are deemed to have accepted the above terms and conditions.