



## ***Purchase & Sale Handbook***

*Our Guide to help you  
understand a little more  
about conveyancing*



*We will*

**Keep you informed throughout  
the process of your case.**



**Answer your questions promptly  
and in a friendly, jargon-free way.**



**Provide you with a top quality,  
value for money service.**



At **Your Conveyancer**, we harness innovative technology to give our customers more choice and flexibility in the way that they choose to interact with us.

This customer focus drives our digital strategy to put the needs of our customers at the core of everything we do and empowers them to make their own choices.

We want to deliver our customers with a digital experience that goes far beyond just a website. We want them to be able to manage their transaction and to engage with us from any device, at any location, at any time.

**Pro@active**, our revolutionary, free, secure digital channel, enables you to choose how you want to interact with us and puts you in control.

Key features of **Pro@active**:

- You can access **Pro@active** in real time, 24/7 from anywhere in the world from your PC, laptop, tablet or mobile device.
- **Pro@active** is completely secure.
- **Pro@active** is an entirely free service provided by **Your Conveyancer**.
- You can check what is outstanding on your case.
- You can review your complete case file or simply check your case status at any time.
- **Pro@active** will tell you when documents require to be reviewed or completed.
- You can review all documentation and complete paperwork from any device.
- You can get regular email and SMS text updates which keep you up to date on what is happening in your transaction at all times.
- You can scan and upload documents to us.

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## The Jargon Explained . . .

THE JARGON	WHAT IT MEANS
<b>Missives</b>	The written contract between us, as your lawyers and the lawyers for your buyer/seller. The missives and the contract are not legally binding on you or the other party until all of the terms and conditions have been agreed in writing.
<b>Offer</b>	The written offer we send to buy your property, or the written offer we receive from the buyers' lawyer.
<b>Qualified Acceptance</b>	The letter which is sent between us and the buyers/sellers lawyers which accepts the offer conditionally.
<b>Letter Concluding Missives</b>	The final letter sent between us and the buyers/sellers lawyers which completes the contract between you and the buyer/seller. From this point on the transaction is legally binding on both you and the buyer/seller.
<b>Title Deeds</b>	The written ownership of your property or the property you are buying. The title deeds comprise the actual ownership deed which is registered in the Registers of Scotland and all other supporting documents such as mortgage deeds, Local Authority permissions for alterations, NHBC documents etc. Where there is a mortgage over a property, the title deeds may be held by the lender in security.
<b>Registers of Scotland &amp; The Keeper</b>	The Edinburgh-based Public Record Office for land ownership and the Government Official who is in charge of it.
<b>Land Certificate</b>	The written certificate of proof of land ownership.
<b>Disposition</b>	The written deed which formally transfers title from the seller to the buyer. This deed is signed by the seller and registered in the Registers of Scotland.
<b>Standard Security</b>	The written deed which acknowledges that there is a mortgage or loan over the property. This deed is signed by the buyer and registered in the Registers of Scotland.
<b>Loan Instructions / Mortgage Offer</b>	The written instructions from your Lender to us advising us of the terms and conditions of your loan and telling us the amount of loan funds we will receive.

## The Jargon Explained . . .

THE JARGON	WHAT IT MEANS
<b>Offer of Loan</b>	The written offer from your lender to you offering you a mortgage over the property. This offer will tell you the amount of the loan you will receive, what the conditions are and may ask you to do certain things such as arrange buildings insurance and complete direct debit forms.
<b>Lender</b>	The Bank, Building Society or other agency from whom you will be getting a loan to finance your purchase if you are buying, or if you are selling, the Bank, Building Society or other agency with whom you have a mortgage.
<b>Broker</b>	The financial advisor who is arranging your loan.
<b>Discharge</b>	The written formal receipt which the lender signs when your mortgage is repaid and is then registered in the Registers of Scotland.
<b>Title Report</b>	The written report which we will send to you to confirm the extent of the property you are buying and to make you aware of any conditions which affect your ownership.
<b>Redemption Figure</b>	The amount of money which your lender tells us is needed to pay off your mortgage.
<b>Cash Statement</b>	The account which we will send to you shortly before your entry date to show you the financial aspects of your transactions.
<b>Entry Date</b>	The date when you will take entry to your new home or hand over your present home to the buyer. This is usually the same date as the settlement date but in very exceptional circumstances these dates can differ. <i>(if this is likely, we will give you specific advice.)</i>
<b>Settlement Date</b>	The date when you pay the price for your new home or receive the purchase price for your present home. This is usually the same date as the date of entry but in very exceptional circumstances these dates can differ. <i>(if this is likely, we will give you specific advice.)</i>
<b>Penalty interest</b>	This is interest payable by the buyer to the seller if the buyer is not able to pay the purchase price on the contracted date of entry. This occurs very rarely <i>(if this is likely, we will give you specific advice.)</i>

## The Jargon Explained . . .

THE JARGON	WHAT IT MEANS
<b>Early Redemption Penalty</b>	Some Lenders make a penalty charge for early repayment of mortgages. <i>(if this affects you, we will let you know and you can contact your lender).</i>
<b>Searches</b>	The searches which the seller must provide for the buyer covering matters such as planning, roads, mining and the Register of Scotland.
<b>Free proceeds</b>	The amount due to you at the end of the transaction when all the fees and outlays have been paid.
<b>NHBC documents</b>	The 10 year Buildmark structural guarantee for new properties and properties under 10 years old which is provided by the National House Builders Council.
<b>Alterations to the Property</b>	Alterations and/or extensions or additions to the property which require planning permission and/or building warrant.
<b>Settlement</b>	The finalising of the transaction.
<b>LBTT</b> <i>(Land &amp; Buildings Transaction Tax)</i>	The tax on property purchases set by the Government.
<b>Registration dues</b>	The fee which the Keeper charges to register the title deeds in the Registers of Scotland. Dispositions, Standard Securities and Discharges all must be registered.
<b>Loan</b>	This is the same as the mortgage.
<b>Loan Funds</b>	The amount you are borrowing to finance your purchase.



# Your House Purchase

## Pre-offer

### We will

- *Initially contact you by telephone, if possible, to introduce ourselves to you.*
- *Send you our Welcome Pack which includes our Terms of Business and estimate of charges.*

### You should

- *Complete the online purchase questionnaire promptly.*

## The Missives

### We will

- *Take instruction from you to offer for a property and submit a formal written legal offer on your behalf.*
- *Let you know as soon as we have been told your offer has been accepted.*
- *Ask you to make sure that you have a mortgage in place before we take missives further.*
- *Ask you for instructions and negotiate and sign the missives on your behalf.*
- *Advise you throughout of the progress of the missives and copy all the missive letters to you.*
- *Tell you as soon as you have a binding contract for your purchase.*

### You should

- *Make sure you have seen a copy of the Home Report and raise any queries with us.*
- *Make sure that your Broker and Lender have all of the information they need to process your mortgage.*
- *Read over all of the documentation we send you and satisfy yourself that the details are correct.  
(If anything is not accurate, you should tell us immediately.)*
- *Contact us with your instructions as soon as we ask you.*

## Title Deeds

### We will

- *Receive these from the sellers' lawyer and examine these to make sure the title is valid.*
- *Send you a Title Report so that you know what you buying.*
- *Prepare the deed (Disposition) to transfer the title to you.*

### You should

- *Read over all of the documentation we send you and satisfy yourself that the details are correct.  
(If anything is not accurate, you should tell us immediately.)*

## Your Mortgage

*We do not arrange mortgages, but process the loan instructions from your lender.*

*(If you need advice on your mortgage, you should ask your Broker or Lender direct).*

### We will

- *Notify you if we do not have loan instructions near to the entry date and ask you to contact your Broker or Lender.*
- *Process the Lenders loan instructions.*
- *Prepare the Standard Security for you to sign and explain how you should do this.*
- *Arrange for the release of funds.  
(your Lender will only release the funds if you have complied with their instructions).*

# Your House Purchase

## *You should*

- Chase up your Broker or Lender for the loan instructions if we ask you to.
- Sign the Standard Security and return it to us when we ask you to  
(we cannot use the Lenders loan funds until we have this signed and in our possession).
- Make sure that you have complied fully with the terms of the Offer of Loan.
- Make sure that the buildings insurance is in place and let us or your Lender have the details.

## Cash Statement

### *We will*

- Let you have an account showing the financial transaction as soon as we are able.  
(usually about 7 days before the entry date).
- Ask you to let us have the balance due, if any, as cleared funds, at least 2 working days before the entry date.

### *You should*

- Let us have the balance due, if any, as cleared funds, at least 2 working days before the entry date.
- You will need to let us have cleared funds and we will explain how you should do this.  
(If paying by personal cheque, please allow an additional 5 working days).

## Entry Date

### *We will*

- Make sure that we have completed the conveyancing and seen all the necessary searches and title deeds.
- Pay over the purchase price to the sellers lawyer.
- Receive the signed Disposition in your favour.
- Let you know where and when you can collect the keys.  
(as most buyers and sellers are in a chain of transactions settling on the same day, we cannot guarantee when you will get your keys but we will do our best to let you have an approximate time).
- Within 3 working days, send you a final statement and any balance due to you.

## Registering your Title

### *We will*

- Submit your LBTT return and pay any LBTT due by you on your behalf.
- Have the Disposition and the Standard Security registered in the Registers of Scotland.
- Report to you that the transaction has completed.
- If required by them, deliver the registered title deeds to your Lender as soon as they are returned by the Registers of Scotland. If your Lender does not require to retain the registered title deeds we will forward these to you for safekeeping or store these on your behalf (for which there is a charge). The registration process usually takes 2-3 months.

# Your House Sale

## Pre-sale

### We will

- *Initially contact you by telephone, if possible, to introduce ourselves to you.*
- *Send you our Welcome Pack which includes our Terms of Business and estimate of charges.*
- *Obtain your Title Deeds from your current lender.*
- *Prepare the titles for transfer to the buyer.*
- *Order the pre-sale searches.*

### You should

- *Complete the online sales questionnaire promptly.*
- *Let us have payment for the pre-sale searches if requested.*
- *Let us have any information you think might be useful to us in selling your property.*

## The Missives

### We will

- *Receive an offer for your property from your estate agent or direct from the buyers lawyer.*
- *Ask you for instructions then negotiate and sign the missives on your behalf.*
- *Advise you throughout of the progress of the missives and copy all the missive letters to you.*
- *Tell you as soon as you have a binding contract for your sale.*

### You should

- *Read over all the documentations we send you to ensure the details are correct. If anything is not accurate, you should tell us immediately.*
- *Contact us with your instructions as soon as we ask you.*

## Alterations to your property

- *If alterations have been carried out to your property, you will have to provide the purchaser with documents from the Local Authority to confirm that the alterations meet with building and planning regulations.*
- *If a previous owner carried out alterations, the documents are likely to be with the titles.*
- *If alterations have been carried out but there are no documents with the titles, we will let you know and explain how you should approach the Local Authority to obtain the documents.*

## Transfer of title to the buyer

### We will

- *Send the titles and the pre-sale searches to the buyers' lawyer.*
- *Answer the buyers' lawyers' comments and questions on your title deeds and pre-sale reports.*
- *Ask you for further information on your property if necessary.*
- *Send the Disposition to you to sign and explain how you should do this. We will ask you to do this shortly before the entry date.*

### You should

- *Let us have any further information we ask for promptly.*
- *Return the Disposition to us when we ask you to – we cannot complete your sale until we have this signed and in our possession.*

# Your House Sale

## Redemption of mortgage

### We will

- Obtain the mortgage redemption figure from your lender. If there is an early redemption penalty, we will let you know.
- Obtain a Discharge from your Lender and register this in the Registers of Scotland once your mortgage has been repaid.

## Cash Statement

### We will

- Let you have an account showing the financial transaction as soon as we are able. (usually about 7 days before the entry date).
- Ask you to let us have any balance due, if any, as cleared funds at least 2 working days before the date of entry.
- If there is a balance due to you, we will either transfer this as part payment towards your new purchase, if appropriate, or send it to you within 3 working days from when the transaction completes.

### You should

- Let us have any balance due to make up any shortfall on your mortgage or sale fees (including Estate Agency costs) as cleared funds, at least 2 working days before the entry date. You will need to let us have cleared funds and we will explain how you should do this. (If paying by personal cheque, please allow an additional 5 working days).

## Entry date and release of keys

### We will

- Complete the conveyancing.
- Receive a cheque for the purchase from the buyers lawyer.
- Let you know as soon as we can cash the cheque and tell you to hand over the keys. (as most buyers and sellers are in a chain of transactions settling on the same day, we cannot guarantee when you will get your keys but we will do our best to let you have an approximate time).
- Repay the loan when the transaction settles.
- Report to you that the transaction has completed.
- Within 3 working days, send you a final statement and any balance due to you.

### You should

- Be packed up and ready to move out of the property as soon as the price is paid.



**Your Conveyancer Case Manager**

Name

Telephone

Ext.

Address

**Financial Adviser/Broker**

Name

Telephone

Ext.

Address

**Lender**

Name

Telephone

Ext.

Address











*“We aim to make the legal issues involved in moving house as easy and stress free as we can, leaving you to simply enjoy your move.”*

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