



The Law Society
of England and Wales

The Law Society Conveyancing Protocol

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

The steps in the Protocol are not exhaustive and should not be regarded as a conveyancing 'checklist'.

Protocol: general obligations

The obligation to act in the best interests of the client takes precedence over this Protocol.

1. Disclose to the buyer/seller that there are professional obligations which apply to the sale and/or purchase. Obtain agreement and instructions to enable you to act in accordance with the terms and spirit of this Protocol.
2. Where acting for a lender as well as for a buyer/seller, the duties owed to the lender are no less important than they are for any buyer/seller, subject to the nature of the instructions.
3. There is potential for a conflict of interest to arise when acting for more than one party: sellers, buyers and lenders. Careful consideration must be given to this.
4. Endeavour to maintain vigilance to protect and guard against fraudulent or other illegal behaviour encountered in the conveyancing process.
5. Maintain high standards of courtesy and deal with others in a fair and honest manner.
6. Co-operate with others and treat them with respect.
7. Share information with others to assist in the efficient management of each transaction or chain of transactions. Requirements to provide and share information in each stage of the Protocol are subject to client confidentiality obligations. If the buyer/seller consents to the

disclosure of information about the transaction, other transactions in the chain or any change in circumstances, this information should be disclosed. The buyer/seller should not be encouraged to withhold authority to disclose information unless there are exceptional circumstances.

8. Respond to all communications promptly or in accordance with agreed timeframes. Where something is to be addressed in a different order or by different means, this should be notified to those who are affected as soon as reasonably possible. Steps required by the Protocol should be carried out as soon as reasonably possible.
9. Deal with transaction materials including correspondence, electronic or otherwise, efficiently and with care and consideration. Where parties agree to deal online, agree arrangements, for example, to acknowledge receipt. Where documents are submitted by post, submit draft documents in duplicate.
10. Ensure all incoming data is loaded onto the system and made available to the person dealing within a day of receipt, where any automated data handling or scanning of documents is used.
11. Use the most up-to-date version of forms, formulae and codes provided by the Law Society. Follow the advice contained in SRA warning cards, guidance, Law Society practice notes and other practice information. Update forms to accord with changes in the law if these have not been updated by the Law Society.
12. Ensure proper arrangements are made for file management (including cover for absent colleagues) during any period of planned or unplanned absence.

Interpretation

This section is designed to help with interpretation of the general obligations.

1. Timetable

The timing of each transaction will vary. The needs and requirements of the buyer/seller take precedence. A flexible approach by all will assist in achieving exchange of contracts and completion. In some transactions it may be appropriate to set some time parameters but these should only be agreed when all parties understand the factors that may affect the timescale and can make informed decisions regarding time requirements. For example, if a fixed period is suggested between instruction and exchange of contracts, both the buyer and the seller need immediately to be made aware of the length of time it may take for a mortgage offer to be issued, and the necessity for the buyer to have sufficient time to obtain the information and advice reasonably required to exchange contracts.

Other participants in the process, for example, estate agents, brokers and lenders, have important roles to play. Estate agents may have an understanding of associated transactions and may be able to assist in settling a realistic timetable. A framework for communication with others who may be able to contribute to the process should be considered and addressed in each case at the outset.

2. The order of transactions

For the purpose of this Protocol a straightforward residential sale and purchase transaction (freehold and leasehold) has been used as the model. The Protocol is only designed for use in residential transactions. It is recognised that the sequence for individual transactions will vary depending on the circumstances. The general obligations should nevertheless guide practitioners in these situations.

3. Transparency

Those participating in a transaction should recognise the value for all concerned in making the process transparent. This will assist clients and others to understand the process and this in turn should make the process more efficient.

4. Additional premiums and deposits

Local practice may vary as to the payment of premiums for indemnity insurances and the handling of deposit monies. This Protocol has deliberately not specified which party should pay the premiums nor how the deposit monies should be held. It cannot pre-judge the relative bargaining power of the seller and the buyer in any individual transaction.

5. Preferred practice

Use of this Protocol is considered preferred practice. It is only fully effective if both the seller's solicitor and the buyer's solicitor 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 of some of the work undertaken by the solicitors for the parties. To reduce concerns about delay whilst the solicitors on each side carry out the work they need to do, consideration should be given to creating a timing structure for the transaction. For example, allowing 10 working days after submission of a contract bundle for each party to report their current position in relation to the timetable for exchange and completion date and to disclose any potential problem or likely delay.

Stage	Steps	Page
A: Instructions	1–18	6
B: Pre-exchange – submitting a contract	19–39	12
C: Prior to exchange of contracts	40–9	21
D: Exchange of contracts	50–9	25
E: Completion	60–6	28
F: Post-completion	67–70	30

Stage A: Instructions

	Contact	Acting for the seller	Acting for the buyer	Contact
1	<i>Seller</i>	Once the property is available for sale, encourage the seller to formalise instructions as soon as possible in order to reduce delay when an offer has been accepted.	Encourage the buyer to formalise instructions as soon as possible in order to reduce delay when an offer has been accepted.	<i>Buyer</i>
2	<i>Seller</i>	<p>Comply with all regulatory requirements, which include submitting an estimate of fees and disbursements and issuing a client care/retainer letter and any terms and conditions.</p> <p>Settle costs on this basis.</p> <p>Carry out and record:</p> <ul style="list-style-type: none"> • verification of identity and compliance with Money Laundering Regulations; • conflict check; • capacity of client check; and • a scope of authority to act check, where there is more than one seller. <p>Request payment on account in relation to disbursements.</p> <p>Enquire whether there are any adult occupiers other than the seller who may need to give consent.</p>	<p>Comply with all regulatory requirements, which include submitting an estimate of fees and disbursements and issuing a client care/retainer letter and any terms and conditions.</p> <p>Settle costs on this basis.</p> <p>Carry out and record:</p> <ul style="list-style-type: none"> • verification of identity and compliance with Money Laundering Regulations; • conflict check; • capacity of client check; and • a scope of authority to act check, where there is more than one buyer. <p>Request payment on account in relation to disbursements.</p> <p>Enquire whether there are any intending adult occupiers other than the buyer who may need to sign forms of waiver.</p>	<i>Buyer</i>

	Contact	Acting for the seller	Acting for the buyer	Contact
3	<i>Seller</i>	<p>Ensure the seller has written confirmation of:</p> <ul style="list-style-type: none"> the name and status of the person who will carry out the work; the name of the regulated individual supervising the work; and the complaints procedure. 	<p>Ensure the buyer has written confirmation of:</p> <ul style="list-style-type: none"> the name and status of the person who will carry out the work; the name of the regulated individual supervising the work; and the complaints procedure. 	<i>Buyer</i>
4	<i>Seller Agent</i>	<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.</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.</p> <p>Check whether the buyer is in rented accommodation and the termination date or arrangements needed to give notice to terminate.</p> <p>Advise generally as to shared or joint ownership if there is more than one buyer.</p>	<i>Buyer Agent</i>
5	<i>Seller Agent Broker</i>	<p>Check whether the seller requires a mortgage offer in connection with any related purchase and, if so, whether:</p> <ul style="list-style-type: none"> an application has been made; and a mortgage offer has been made to the buyer. 	<p>Check whether the buyer requires a mortgage offer and, if so, whether an application has been made.</p> <p>Suggest the buyer consults an independent surveyor for advice on valuation and survey.</p> <p>Check whether a mortgage offer has been made or an 'in principle' offer received.</p>	<i>Buyer Agent Broker</i>

	Contact	Acting for the seller	Acting for the buyer	Contact
6			Check which firm the prospective lender will be instructing if the buyer's solicitor will not be instructed by the lender.	<i>Buyer</i> <i>Lender</i>
7	<i>Seller</i> <i>Lender</i>	<p>Obtain relevant written authority from the seller to deal with the seller's existing lender.</p> <p>Obtain the title deeds, if any.</p> <p>Obtain redemption figures and advise as to costs of obtaining redemption statements and any later updates.</p> <p>Examine 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 a 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>Check availability, amount and source of deposit funds and purchase monies including whether a property is to be sold or mortgaged to provide funds.</p> <p>Check whether any financial contribution is to be made by a third party and, if so, whether they require external advice. Consider the advice to be given to the lender about such contributions.</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>	<i>Buyer</i> <i>Lender</i>
8		<p>Establish the extent of, and title to, the land to be sold.</p> <p>Registered title: obtain official copies and title plans for all titles to be sold and, where appropriate, official copies of registered documents.</p> <p>Unregistered title: make an index map search and ascertain the whereabouts of the title deeds.</p>		

	Contact	Acting for the seller	Acting for the buyer	Contact
9	<i>Seller</i>	<p>Send a Property Information Form and a Fittings and Contents Form to the seller (with a warning that these documents may require later re-verification).</p> <p>Explain to the seller the nature of the questions in the forms and ask the seller for documentation such as planning permissions, building regulation consents, plans, completion certificates and any guarantees.</p>		
10		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.		
11		Consider how to deal with any restrictions appearing on the register.		
12	<i>Seller</i> <i>Landlord</i> <i>Managing agent</i>	<p>Leasehold:</p> <p>(1) Obtain the lease or official copy of the lease.</p> <p>(2) Send a Leasehold Information Form (in addition to the Property Information Form) to the seller 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 establish if a standard form</p>		

	Contact	Acting for the seller	Acting for the buyer	Contact
		<p>of landlord/management company replies to enquiries can be obtained and, if so, the cost.</p> <p>(4) Consider submission of a questionnaire to the landlord/managing agent.</p> <p>(5) Consider if any third parties will need to consent to the sale (e.g. landlord or management company). If so, establish the costs of obtaining such consent. It should generally be accepted that the seller will discharge this liability.</p>		
13	<i>Seller</i>	Check replies to enquiries and endeavour to obtain missing documentation.		
14		<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 any power that may be necessary.</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 any power that may be necessary.</p>	
15	<i>Seller</i>	Ascertain the identity of all people aged 17 or over living in the property and ask about any financial contribution they or anyone else may have made towards its purchase or subsequent improvement. Consider whether their consent to the sale is required and whether independent advice is required.		

	Contact	Acting for the seller	Acting for the buyer	Contact
16	<i>Seller</i>	Optional Advise the seller about obtaining searches. Consider which searches would be appropriate to obtain. If so instructed, instigate the searches.		
17		Review the costs estimate and revise if necessary, updating information regarding fees or disbursements.	Review the costs estimate and revise if necessary, updating information regarding fees or disbursements.	
18		Consider and advise in relation to any dependent purchase or sale.	Consider and advise in relation to any dependent purchase or sale.	

Stage B: Pre-exchange – submitting a contract

The initial steps in section B should generally commence within five days of confirmation of sale being received from the seller, the buyer or the estate agent as appropriate.

Details of any delay and explanation where appropriate should be communicated to the solicitor acting for the other party.

Following acceptance of an offer:

	Contact	Acting for the seller	Acting for the buyer	Contact
19	<i>Seller</i>	<p>Confirm the seller's instructions including checking for any incentives or other direct payments. Advise and record.</p> <p>Confirm and update, where necessary, replies to enquiries if completed more than two months earlier.</p>	<p>Confirm the buyer's instructions including checking for any incentives or direct payments so that information can be given to the lender and others. Advise and record.</p> <p>If not already carried out, advise on liability for SDLT.</p> <p>Discuss advisability of having a survey carried out.</p>	<p><i>Buyer</i></p> <p><i>Lender</i></p> <p><i>Surveyor</i></p>
20	<i>Agent</i>	Request a sales memorandum and particulars from the estate agent. Check terms are consistent with instructions.		
21		<p>Check the identity of the buyer's solicitor unless they are personally known to you.</p> <p>Follow the latest SRA and Law Society guidance and advice.</p> <p>Record and keep copies of evidence.</p>	<p>Check identity of the seller's solicitor unless they are personally known to you.</p> <p>Follow the latest SRA and Law Society guidance and advice.</p> <p>Record and keep copies of evidence.</p>	

	Contact	Acting for the seller	Acting for the buyer	Contact
22		<p>Contact the buyer's solicitor to confirm instructions, the name of the conveyancer and the supervising solicitor or regulated principal.</p> <p>Provide the name of the seller, price agreed and state whether there is any related purchase.</p> <p>Confirm use of the Protocol.</p>	<p>Contact the seller's solicitor to confirm instructions, the name of the conveyancer and the supervising solicitor or regulated principal.</p> <p>Provide the name of the buyer, price agreed and state whether there is any related sale.</p> <p>Confirm use of the Protocol.</p>	
23		Request details of the buyer's funding arrangements if not previously supplied.	Consider recommending that the buyer discloses funding arrangements if they have not previously disclosed them.	
24		<p>If there is likely to be any delay in submitting a contract bundle, inform the seller, the buyer's solicitor and the estate agents.</p> <p>Prepare and submit to the buyer's solicitor a contract bundle which includes:</p> <p>(1) The draft contract incorporating the latest edition of the Standard Conditions of Sale.</p> <p>Note: The addition of further clauses to the contract is discouraged. Further clauses should not be included unless they are necessary to accord with current law, or specific and informed instructions have been given by the seller that inclusion of such clauses is necessary and they are required for the purposes of the particular</p>		

	Contact	Acting for the seller	Acting for the buyer	Contact
		<p>transaction.</p> <p>(2) If the title is registered:</p> <ul style="list-style-type: none"> (i) official copies of the register and title plan (including official copies of all filed documents); (ii) an official copy of any registered lease; and (iii) where appropriate, an explanation of the seller's title, for example, if the name of the registered proprietor is different from the name of the seller. <p>Note: At the time of submitting the contract bundle:</p> <ul style="list-style-type: none"> • entries in the register of title should be less than six months old; and • if any information needs to be updated (e.g. change of name, death of proprietor) the register should be rectified. <p>(3) If the title is unregistered:</p> <ul style="list-style-type: none"> (i) a land charges search against the seller and any other appropriate names; (ii) an official search of the index map; (iii) an epitome of title. Examine documents and mark copies or abstracts of all deeds that will not be passed to the buyer's solicitor as examined against the originals; (iv) an examined abstract. Prepare, and mark as examined against the originals, copies or abstracts 		

	Contact	Acting for the seller	Acting for the buyer	Contact
		<p>of all deeds prior to the root containing covenants, easements, etc. that may affect the property;</p> <p>(v) generally such documents on which the seller 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> <p>(4) Replies to enquiries with supporting documentation.</p> <p>(5) Replies to the Fittings and Contents Form.</p> <p>(6) Planning permission and/or building regulation consents and completion certificates where any alterations or additions to the property have been carried out by the seller. Confirm that building plans will be delivered on completion where these are held.</p> <p>(7) Required consents (e.g. under restrictive covenants). The seller should supply these where available and when received they should be supplied to the buyer's solicitors.</p> <p>(8) In addition, in relation to leasehold property:</p> <p>(i) replies to the Leasehold Information Form;</p> <p>(ii) replies to enquiries made of the landlord/managing agents (where available) with accompanying documentation including three years' management accounts, a ground rent receipt, a buildings</p>		

	Contact	Acting for the seller	Acting for the buyer	Contact
		<p>insurance policy with an up-to-date schedule and information about any required Deed of Covenant or other consent to assignment, etc.;</p> <p>(iii) official copies of the freehold and intermediate titles;</p> <p>(iv) a copy of the seller's share certificate for any landlord/management company where appropriate.</p> <p>(9) Any searches and enquiries made on behalf of the seller.</p> <p>(10) If provided by the seller, an Energy Performance Certificate.</p> <p>Consider also preparing a draft transfer either to attach to the contract or to submit with the contract.</p>		
25		Request confirmation of the buyer's timescales for this and any related transaction or contemporaneous sale.	Request confirmation of the seller's timescale for this and any related transaction or contemporaneous purchase.	
26	Agent Seller	Inform the estate agent and the seller when the contract bundle has been submitted to the buyer's solicitor.		
27		Supply information about any related purchase by the seller and any other transactions in the chain where known, and subsequently notify of any change in circumstances.	Supply information about any related sale by the buyer and any other transactions in the chain where known, and subsequently notify of any change in circumstances.	

	Contact	Acting for the seller	Acting for the buyer	Contact
28	<i>Seller</i>	Provide the seller with the information received from the buyer's solicitor about any related sale by the buyer and any other transactions in the chain.	Provide the buyer with the information received from the seller's solicitor about any related purchase by the seller and any other transactions in the chain.	<i>Buyer</i>
29		If any document is unavailable or awaited then the contract bundle may be submitted with an explanation as to the likely timescale for it to be supplied.	On receipt of the contract bundle, notify the buyer that the contract bundle has been received. Notify the seller's solicitor if expecting to be instructed by the lender or communicate the identity of any other solicitors instructed by the lender when known.	<i>Lender</i>
30			If searches are not being provided by the seller, make such searches as required. It is considered good practice to request these as soon as reasonably possible in the transaction unless instructed otherwise. If they are to be delayed for any reason, such as the buyer's chain being incomplete, notify the seller's solicitor.	
31			If any further planning documentation is required, ascertain whether copies can be downloaded from any local authority or planning authority website. If any planning permissions were issued more than 20 years ago, the buyer's solicitor should obtain copies directly from the appropriate planning authority.	

	Contact	Acting for the seller	Acting for the buyer	Contact
32	<i>Agent</i> <i>Seller</i>	<p>Inform the seller and the estate agent of any difficulties likely to delay the exchange of contracts.</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>Inform the buyer's solicitor that answers will not be given to inappropriate enquiries.</p>	<p>Raise only those specific additional enquiries required to clarify issues arising out of the documents submitted or which are relevant to the particular nature or location of the property or which the buyer has expressly requested.</p> <p>Resist raising any additional enquiries, including those about the state and condition of the building, that have answers which are capable of being ascertained by the buyer's own enquiries, survey or personal inspection. Such enquiries should not usually be raised.</p> <p>Indiscriminate use of 'standard' additional enquiries may constitute a breach of this Protocol. If such enquiries are submitted, the seller's solicitor is under no obligation to deal with them. Nor does the seller's solicitor need to obtain the seller's answers to any enquiry seeking opinion rather than fact.</p>	
33			<p>Report to the buyer on the documentation received and the results of investigations made.</p> <p>Note: Do not wait for all documentation to be received before reporting to the buyer as this may delay raising any further enquiries.</p>	<i>Buyer</i>

	Contact	Acting for the seller	Acting for the buyer	Contact
34	<i>Seller</i>	Take instructions and agree apportionments of the purchase price in respect of fittings and contents.	Advise the buyer as to the impact of an apportionment of the purchase price for fittings and contents on any mortgage offer and SDLT.	<i>Buyer</i>
35		Consider the position in relation to representation and proposed undertakings generally. If the buyer's lender is not represented by the buyer's solicitor, consider what arrangements may be required. For example, where mortgage funds are being transmitted directly or evidence of discharge or undertakings for discharge are likely to be required by the buyer's lender's solicitor and the buyer's solicitor.	Consider the mortgage instructions from the lender or the lender's solicitor. Check the offer conditions with the buyer.	<i>Buyer</i>
36			Consider the instructions from lenders in the CML Lenders' Handbook or the BSA Mortgage Instructions as applicable and make necessary disclosures including the buyer's full name and address and valuation assumptions. If the property is one to which the CML Disclosure of Incentives Form applies, obtain this and report to the lender.	<i>Lender</i>
37			Advise and take instructions from the buyer as to shared or joint ownership arrangements.	<i>Buyer</i>

	Contact	Acting for the seller	Acting for the buyer	Contact
38	<i>Seller</i>	Deal with any amendments to the contract after taking instructions if necessary.	Deal with any amendments to the contract after taking instructions if necessary. Approve and return to the seller's solicitor: <ul style="list-style-type: none"> the provisions of the draft contract (including the buyer's full name and address); and any transfer. 	<i>Buyer</i>
39		Agree the contract and any transfer.	Agree the contract and any transfer.	

Stage C: Prior to exchange of contracts

	Contact	Acting for the seller	Acting for the buyer	Contact
40	<i>Seller</i>	Obtain the seller's signature to the contract and the transfer if agreed. Advise regarding the insurance and deposit arrangements in the contract.	Report to the buyer with the contract for signature. Advise regarding the insurance and deposit arrangements in the contract. Arrange for the buyer to transfer the deposit (preferably electronically and in a cleared form) to ensure there is no delay due to the clearance of cheques or electronic payments that take longer than a day.	<i>Buyer</i>
41		Confirm the completion date and ensure the seller is aware of the obligation to give vacant possession.	Confirm the completion date and ensure the buyer is aware of the funding obligations.	
42			Consider whether to arrange for the signature of mortgage and SDLT return at the same time as the signature of transfer. Prepare a draft online SDLT return.	
43		Ensure, so far as is possible, that the fullest information is made available as to the status of other transactions in the chain.	Ensure, so far as is possible, that the fullest information is made available as to the status of other transactions in the chain.	

	Contact	Acting for the seller	Acting for the buyer	Contact
44		<p>Confirm to the buyer's solicitor the form of discharge that will be given by the lender(s) (through their own solicitors if separate solicitors are acting for the seller's lender) so far as known.</p> <p>Inform the buyer's solicitor if there are circumstances as to why identification of any seller's lender will not be supplied for the application to the Land Registry.</p> <p>Consider whether undertakings are appropriate. If so, consider the type of undertaking to be offered in relation to any mortgage discharge required at completion.</p> <p>Respond to the buyer's solicitor's enquiries.</p> <p>Consider the SRA warning card on undertakings.</p>	<p>Consider the form of undertaking to be accepted in relation to the mortgage discharge required.</p> <p>Consider the SRA warning card on undertakings.</p>	
45	<i>Seller Agent</i>	<p>Confirm the anticipated date for completion and arrange with the buyer's solicitor to check the date with others in any chain to see if it is agreed.</p> <p>Request the client or estate agent to negotiate the date if required.</p>	<p>Confirm the anticipated date for completion and arrange with the seller's solicitor to check the date with others in any chain to see if it is agreed.</p> <p>Request the client or estate agent to negotiate the date if required.</p>	<i>Buyer Agent</i>

	Contact	Acting for the seller	Acting for the buyer	Contact
46		<p>Advise the seller about any apportionments that may be requested in addition to completion monies. Obtain the relevant supporting service charge or other documentation and receipts.</p> <p>Advise the seller about continuing to make mortgage payments that are due prior to the completion date.</p>	<p>Remind the buyer about the availability of balance completion monies. Advise as to the date cleared monies are required for completion.</p> <p>Suggest that the buyer investigates the cost and availability of buildings insurance so it is ready to be put in place on exchange or as required by the contract.</p>	<i>Buyer</i>
47			<p>Acting for the lender</p> <p>This part of the Protocol applies where the solicitor is instructed solely on behalf of the lender and not jointly for both the lender and the borrower.</p> <p>If acting solely for the lender, the lender's solicitor is expected to:</p> <ul style="list-style-type: none"> • follow such parts of the Protocol as apply to that retainer; and • take all action as is necessary to enable both the buyer's and the seller's solicitors to comply with the timescales. 	<i>Lender</i>
48			<p>Establish whether any conditions of the mortgage offer remain to be performed, e.g. the availability of the mortgage valuation, or whether any matters need to be reported to the lender.</p>	<i>Lender</i>

	Contact	Acting for the seller	Acting for the buyer	Contact
49			Consider whether there are any circumstances that are covered by SRA warning cards or Law Society practice notes.	

Stage D: Exchange of contracts

	Contact	Acting for the seller	Acting for the buyer	Contact
50		Consider the terms on which the deposit is to be held and by whom and advise the seller of potential consequences of default if, for example, the deposit is held to order.	Consider the terms on which the deposit is to be held and by whom and advise the buyer of potential consequences of default if, for example, the deposit is held to order.	
51	<i>Seller</i>	Use the appropriate Law Society formula for exchange by telephone or conduct a personal exchange. Exchange. Ensure adherence with the undertakings implied by such an exchange.	Use the appropriate Law Society formula for exchange by telephone or conduct a personal exchange. Exchange. Ensure adherence with the undertakings implied by such an exchange Advise the buyer to arrange insurance cover immediately if the buyer is liable from exchange.	<i>Buyer</i>
52	<i>Seller</i> <i>Agent</i> <i>Chain</i>	Notify all relevant parties that exchange has taken place immediately after exchange of contracts.	Notify all relevant parties that exchange has taken place immediately after exchange of contracts.	<i>Buyer</i> <i>Agent</i> <i>Chain</i>

	Contact	Acting for the seller	Acting for the buyer	Contact
53		<p>Reply to the questions in the Completion Information and Undertakings form and send to the buyer's solicitor.</p> <p>If not indicated previously, confirm the form of discharge that will be given by the lender so far as it is known.</p>	<p>Check replies to the Completion Information and Undertakings form, and the undertakings given for discharge against the register.</p> <p>Consider the Land Registry 'early completion' procedure and the effect of any restrictions on the title.</p>	
54		Consider and reply to any additional requisitions on title raised by the buyer.	Raise any additional requisitions on title immediately following the exchange if permitted by the contract.	
55			Prepare the SDLT return if not dealt with prior to the exchange. Advise the buyer to check it and, if satisfied, sign it. Use this as evidence even if proposing to file the return electronically. Prepare the online SDLT return if filing electronically.	
56		Provide the buyer's solicitor with a copy of the transfer executed by the seller to be delivered on completion.	Consider whether the transfer requires execution by the buyer following receipt upon completion or whether a duplicate (counterpart) should be obtained by the buyer in advance of completion.	
57		Obtain redemption figures for all financial charges revealed in the official copies or land charges register (where unregistered).	Prepare and submit at the appropriate time an official search of the register with priority at Land Registry (or land charges search if the land is unregistered) and a search of the bankruptcy register.	

	Contact	Acting for the seller	Acting for the buyer	Contact
58			Send the certificate of title and/or requisition for funds to the lender (or the lender's solicitor if separately represented) promptly. Where the advance is to be sent by CHAPS, request wherever possible that the lender's advance is sent one working day before completion. Notify the buyer, if applicable, that interest may be charged by the lender from the day of transmission.	
59	<i>Seller</i>	Obtain the seller's instructions to pay the estate agent's fees from the sale proceeds.	Ask the buyer for completion monies in good time for completion or in a cleared form for balance of purchase monies and any other payments including SDLT and Land Registry fees.	<i>Buyer</i>

Stage E: Completion

	Contact	Acting for the seller	Acting for the buyer	Contact
60	<i>Seller Agent</i>	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 so, notify the buyer's solicitor and thereafter agree how communication will be handled during the course of the day until completion has taken place.	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 so, notify the seller's solicitor and thereafter agree how communication will be handled during the course of the day until completion has taken place.	<i>Buyer Lender</i>
61		If completion is to be by post, comply with the Law Society Code for Completion by Post without variation unless instructions are given by the seller and are specific to the needs of the individual transaction. General exclusions of liability for obligations within the code will be viewed as a breach of this Protocol.	If completion is to be by post, comply with the Law Society Code for Completion by Post without variation unless instructions are given by the buyer and are specific to the needs of the individual transaction. General exclusions of liability for obligations within the code will be viewed as a breach of this Protocol.	
62		Inform the buyer's solicitor of receipt of completion monies. Completion.	Inform the seller's solicitor of the commitment of funds to the banking system or instructions given to the bank in accordance with the code. Completion.	
63	<i>Seller Chain</i>	Report completion to the seller and proceed with any related purchase transaction. If applicable follow the Law Society Code for Completion by	Report completion to the buyer. If applicable follow the Law Society Code for Completion by Post.	<i>Buyer Chain</i>

	Contact	Acting for the seller	Acting for the buyer	Contact
		Post.		
64	<i>Agent Seller</i>	<p>Notify the estate agent and/or any other key holder that completion has taken place and authorise immediate release of the keys.</p> <p>Notify the buyer's solicitor that completion has taken place and the keys have been released. Date and complete the transfer.</p> <p>Dispatch the completion documents including the transfer to the buyer's solicitor with any agreed undertakings.</p> <p>Send sufficient monies to the lender in accordance with any undertakings.</p>	<p>Date and complete the mortgage document.</p> <p>Confirm completion of the purchase and the mortgage to the buyer.</p> <p>Lodge the appropriate SDLT form with HMRC, preferably electronically, and pay any SDLT.</p> <p>On receipt of the certificate of notification from HMRC, lodge it with the application for registration at the Land Registry within the priority period of the official search.</p>	<i>Buyer Agent HMRC Land Registry</i>
65	<i>Agent Seller</i>	Pay the estate agent's or property seller's commission if so authorised.		
66	<i>Seller</i>	Account to the seller for any balance of the sale proceeds.		

Stage F: Post-completion

	Contact	Acting for the seller	Acting for the buyer	Contact
67	<i>Lender</i>	Provide the buyer with sealed Form DS1 (and ID forms where applicable) as soon as it is received and obtain related discharge of undertaking. If the lender has discharged any registered charge by electronic means, notify the buyer's solicitor when confirmation is received from the lender. If none is received, contact the lender to obtain such confirmation.	<p>Apply to the Land Registry for the discharge to be registered on receipt of any necessary release or discharge in Form DS1.</p> <p>Request that the seller's solicitor explain the reason for delay if discharge of the seller's mortgage is not received prior to the lodgement of the application for registration at the Land Registry.</p> <p>Request that an extension of the period for lodgement of the discharge is granted in order to avoid rejection of the application if there is a restriction when requisitioned by the Land Registry.</p> <p>Inform the lender as to reasons for any delay in registration at the Land Registry.</p>	<i>Lender</i>
68			<p>If, under the 'early completion' policy, the discharge is received after notification that registration of the transfer has been completed:</p> <ul style="list-style-type: none"> • Check the contents of the title information document carefully; • Supply a copy of it to the buyer and request that they check it; 	<i>Buyer</i> <i>Lender</i>

	Contact	Acting for the seller	Acting for the buyer	Contact
			<ul style="list-style-type: none"> Confirm the position to the lender if required to do so by the lender's instructions. 	
69			<p>When registration (whether subject to 'early completion' or not) has been effected:</p> <ul style="list-style-type: none"> Check the title information document carefully, including the address for service. Supply a copy of the title information document to the buyer and remind the buyer to keep the address for service up to date. Ask the buyer to check the contents of the title information document. Advise the lender of completion of registration. Deal with any other documents, e.g. mortgage loan agreements, planning permissions, indemnity policies, etc. in accordance with the lender's instructions. 	<i>Lender</i>
70			<p>Take instructions as to any documents not being held by the lender, and if the documents are to be sent to the buyer or anyone else to hold on the buyer's behalf, inform the buyer of the need to keep the documents safely so that they will be available on a sale of the property.</p>	<i>Buyer</i>

* Please provide any feedback in relation to the above protocol to protocolfeedback@lawsociety.org.uk