

Solicitors for property advice

As specialists in property law, Millbank Solicitors provide expert legal advice whether you are buying or selling your property, remortgaging or involved in a property dispute. Property can be one of the biggest assets of a business, but it can also be one of its greatest liabilities. Compliance with restrictive covenants, planning regulations, environmental legislation and contractual obligations in leases can all lead to significant unexpected costs and a reduction in property asset values.

Our legal expertise in property law is used in conjunction with a practical and pragmatic approach to the law to reach the desired results for our clients.

Millbank Solicitors act for and with borrowers, lenders, developers and individuals. We have developed a network of other specialists (Surveyors, Agents etc.) upon whom we may call for advice on behalf of our clients to achieve the best result for our clients.

Millbank Solicitors have extensive experience of the full range of property transactions from commercial deals for corporations to assisting individuals who are purchasing their first home. Conveyancing for each client and their needs vary and are very important to us.

[Contact us](#) for more information about the Property services we provide- (see our FAQ's page)

Solicitors for property advice : FAQ's

- What needs to happen before you can exchange contracts?

All property searches and enquiries need to be dealt with and you must have a full mortgage offer before exchange of contracts. These include the following:-

Local authority search

Water search - we check whether the property has a water supply and is connected to mains drains and sewers.

Pre-contract enquiries - these are enquiries specifically relating to the property.

If the property you are buying is leasehold, we would also require replies to enquiries of the landlord/managing agents to give you an idea of what works are anticipated (if any) and also obtain confirmation of the current charges being demanded for maintenance/ground rent. We will also ask for a copy of the current buildings insurance policy and schedule to be supplied by the landlords/managing agents. An up to date copy schedule is required since there is usually a covenant in the lease for the landlord to arrange buildings insurance.

If you require a mortgage to buy the property, we require your full mortgage offer

before you commit yourself to the exchange. Exchanging contracts without the mortgage offer will mean you have a risk that the mortgage does not arrive in time for completion meaning that any resultant losses incurred by the Seller have to be paid by you (these can be considerable). It can mean we are not able to satisfy the lender's requirements so the mortgage cannot be completed and you would lose the deposit you paid on exchange of contracts. The Seller could even obtain a Court Order forcing you to proceed with [the purchase of the property](#).

- How long will it take to exchange contracts?

Contracts are exchanged when a Seller and a Buyer are ready to commit themselves to the transaction. All searches and enquiries must therefore be carried out and the mortgage offer received (if a mortgage is being obtained) prior to committing yourself to an exchange of contracts. It can take some time to get replies to the enquiries and local authority search results which can often lead to a delay in exchanging contracts.

- What is the local search and why do I need one?

A local authority is required by law to keep a register of certain matters open to public inspection. This is known as the local land charges register. The search results reveal any entries kept by the council of financial charges, tree preservation orders, smoke control orders, compulsory purchase orders, planning permissions granted/refused.

- What is 'building regulations consent'?

Where work has been carried out to property, or the property has recently been built, Buildings Regulations control the methods and materials used to ensure that proper standards have been maintained throughout. The lack of Building Regulations Consent may suggest the works were not constructed to the proper standards of the local authority and Building Regulations.

- What is the 'mortgage deed' ?

The mortgage deed is the legal document which borrowers execute to confirm they understand all terms and conditions of a mortgage offer, and agree to comply with them. When our lawyers receive the mortgage offer we will write to you to advise you on the terms and also ask you to sign a form confirming that you have yourselves read the copy of the mortgage offer. Before signing the mortgage deed, you must let us know if there is anything in the mortgage offer which you do not understand or you would like us to explain to you.

- What are 'office copy entries'?

'Office Copy Entries' are copies of the Land Registry Registers showing who owns the property and what legal rights, restrictions and mortgages there are on it and the extent of the property. The three Registers (Property, Proprietorship and Charges Registers) need to be up-to-date.

- What is a contract?

In conveyancing, a contract is the document prepared by the Seller's solicitor and delivered in draft form together with copies of the title to the Buyer's solicitor for approval. When parties are ready to exchange contracts the signed copies of the contract are actually exchanged between the Seller's and Buyer's solicitor by telephone with each lawyer being legally obliged to send their client's signed copy to the other (with the deposit in the case of the Buyer's lawyer).

- When do I pay the 10% deposit?

On exchange of contracts a deposit of 10% of the purchase price is paid by the buyer's solicitor to the seller's solicitor. This deposit is forfeitable in the event of the buyer withdrawing from the purchase after contracts have been exchanged.

- What does 'subject to contract' mean?

This means that either the seller or buyer who are negotiating the sale or purchase of a property can withdraw from the transaction without incurring any penalty right up until contracts are exchanged.

- What are the 'Standard Conditions of Sale'?

The 'Standard Conditions of Sale' are incorporated into most contracts in England and Wales for the sale and purchase of residential property. They set out the general procedure and rules governing the transfer of property and the obligations on either party in the transaction.

- Can we have access to the property between exchange and completion?

Sometimes a buyer requires access to a property in order to carry out specified works/redecoration before the date of actual completion. Access to the property between exchange and completion is only ever available if your Seller is not actually living in the property and agrees to you carrying out the works/redecoration. If agreed, access is usually only on the basis that you do not take up occupation, but merely carry out the works/redecoration you require, and you will be required to sign an "access undertaking". This is an agreement which allows the buyer access to carry out the works/redecoration on the basis that if anything goes wrong or damage is caused the buyer will indemnify the Seller against any losses.

- What does completion mean?

Completion refers to the time when all terms of the contract exchanged between the buyer and Seller are fulfilled. This involves the balance of purchase monies (i.e. purchase price less deposit paid on exchange of contracts plus any apportionments of ground rent/service charges if leasehold property) being sent by telegraphic transfer to the Seller's solicitors. The Seller's solicitors acknowledge safe receipt of the payment, date the Transfer deed and send this together with the deeds (proof of ownership documents) through to the buyer's solicitors. When money has changed hands, and on the assumption the seller has moved out, the buyer will then be able to pick up the keys and move into the property.

- What is a 'notice to complete'?

In the event of either party failing to comply with the terms of the contract after exchange on the completion date, the party who is ready to complete (this could be the seller or the buyer) is entitled to serve a Notice to Complete. This notice will set out the fact the party is ready, willing and able to complete in accordance with the contract and put the other party on notice that he is entitled to interest plus costs and compensation for any losses incurred as a result of the delay and may be entitled to forfeit the deposit.

- Why do I need a solicitor to act for me in the sale/purchase/remortgage of property?

You can carry out your own conveyancing. If someone is charging you, they must either be a solicitor or a licensed conveyancer. However, if there is a mortgage involved in the transaction (i.e. you require a mortgage over the purchase property; you will have a mortgage secured against the property you are selling; or you are remortgaging your property) the mortgage company will insist that a solicitor acts on their behalf in connection with the mortgage redemption/mortgage. offer/remortgage. Usually your mortgage company will instruct the same firm of solicitors who you instruct in connection with the sale/purchase/remortgage (i.e. us).

- What is the difference between leasehold and freehold property?

Leasehold property

A lease grants the owner the right to use a property for a specified period of time (traditionally 99, 125 or 999 years) granted by a landlord to a tenant and recorded in a document known as a lease. Various obligations including legally binding promises, restrictions and regulations are created in the lease.

Freehold property

Freehold property is when you own a house outright and there is no landlord or management company to whom you owe obligations.

- What is meant by 'share of freehold'?

It has become common for leaseholders to acquire the freehold from the landlord using a limited company in which they each have a share. When a property is marketed for sale, agents will often describe it as having 'share of freehold' included. This generally refers to the share in the company which owns the freehold.

- Why are buildings insurance details necessary when buying leasehold property?

The lease normally requires the landlord or management company to arrange buildings insurance for the entire building. The cost is recovered from each individual tenant as a part of the service charge paid. The Buyer's solicitor will require such information prior to proceeding to an exchange of contracts to ensure the property is insured in accordance with the terms of the lease and is adequate to protect your interests and those of any mortgage company.

- What is 'title'?

'Good title' says the Seller of the property has a right to own it and therefore is able to sell the property. When preparing the draft contract documentation a Seller's solicitor will obtain a copy of the title from either the HM Land Registry (if the property is registered) or from an older deed (if the property is unregistered) to show the Seller is able to sell on the property to the buyer. A buyer's solicitor will then check the title to make sure the person selling the property is able to do so.

- What is 'ground rent'?

Ground rent is the periodical payment (usually stated 'per annum', payable in half yearly installments in advance) due from the tenant to the landlord.

- What is the 'service charge'?

In leasehold property it is usual to pay the landlord service charges for works required for the maintenance of the building and estate grounds / common parts.

- What is the difference between 'joint tenants' and 'tenants in common'?

Both expressions describe the legal relationship between them when two or more people own property together.

Joint Tenancy

If you hold property on a joint tenancy it means that if you die, your share would then pass to the surviving joint tenants automatically without being passed under a will.

Tenancy in Common

This is only type of ownership you can have if you wish to have unequal shares. It can, however, also be used where there are equal shares but you do not want your share to pass automatically to the surviving tenants in the event of your death. It is vital you have a will to specify how you wish to deal with your estate.

- Why has my solicitor advised us to have a 'declaration of trust' and what does this mean?

When buying property with your partner we strongly advise that you instruct us to prepare a separate document known as a 'Declaration of Trust' to document the respective contributions to the property and what will happen in the event of the relationship breaking down. This Declaration of Trust can also record which party in the relationship will be responsible for making the mortgage payments (whether jointly in equal shares, or separately), and can even spell out the responsibility for major and minor expenses.

- What is the difference between a 'mortgagee and the mortgagor'?

These are expressions used when referring to the mortgage lender (mortgagee) and the borrower (mortgagor).

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