



Prifysgol Cymru
Y Drindod Dewi Sant
University of Wales
Trinity Saint David

CONVEYANCING **UNIT 1:** INTRODUCTION TO CONVEYANCING



UNIT 1 INTRODUCTION TO CONVEYANCING

Contents

- Understanding how to succeed in conveyancing
- Recapping principles of land law
- Overview of conveyancing
- Introducing fees and taxes
- Conveyancing ethics and professional practice

UNIT 1 LEARNING OUTCOMES

- Explain how to succeed in Conveyancing
- Explain underpinning principles of land law relevant to conveyancing
- Outline the conveyancing process and key considerations at each stage
- Apply principles of professional practice and ethics to conveyancing
- Calculate conveyancing costs and fees

MODULE LEARNING OUTCOMES

Upon the successful completion of this module, the student should be able to:

LO 1: demonstrate a systematic understanding of conveyancing practice in relation to interests in land and the transfer of legal estates, and how to take conveyancing instructions to prepare a contract for sale

LO2: systematically evaluate the complexities of title to land, leasing, and easements, and the transfer of title, and the legal responsibilities in relation to funding and completion of property transactions.

DISTRIBUTION OF WORKLOAD

- This is a 20 credit module = 200 workload hours
- Scheduled learning 48 hours (including employability week and assessment week) [24% of your workload]
- You should be completing 152 hours of independent learning to succeed in this module [76%]
- Over 10 weeks this means (on average) **15 hours a week**: roughly
 - **4 hours of timetabled time:** attending class and finalising your class notes
 - **11 hours independent study**
 - Textbook reading, finalising activities, assessment and revision

ASSESSMENTS

Assessment	Type	Length	Weight
1	Portfolio (3 tasks)	2000 words	50%
2	Practical (Role Play)	20 Minute client interview and research/preparation note	50%

ASSESSMENTS

Assessment 1

- 3 Practice based tasks
- Assume role of trainee solicitor in Trinity Law LLP
- Tasks allocated by supervising solicitor:
 - Calculate conveyancing costs
 - Review the contract pack and produce a memo
 - Prepare a list of enquiries

Assessment 2

- Practical Role Play
- 20 minute interview and research preparation note
- Testing from across the module but assesses skills as well as knowledge
- Further guidance to follow

ACADEMIC MISCONDUCT

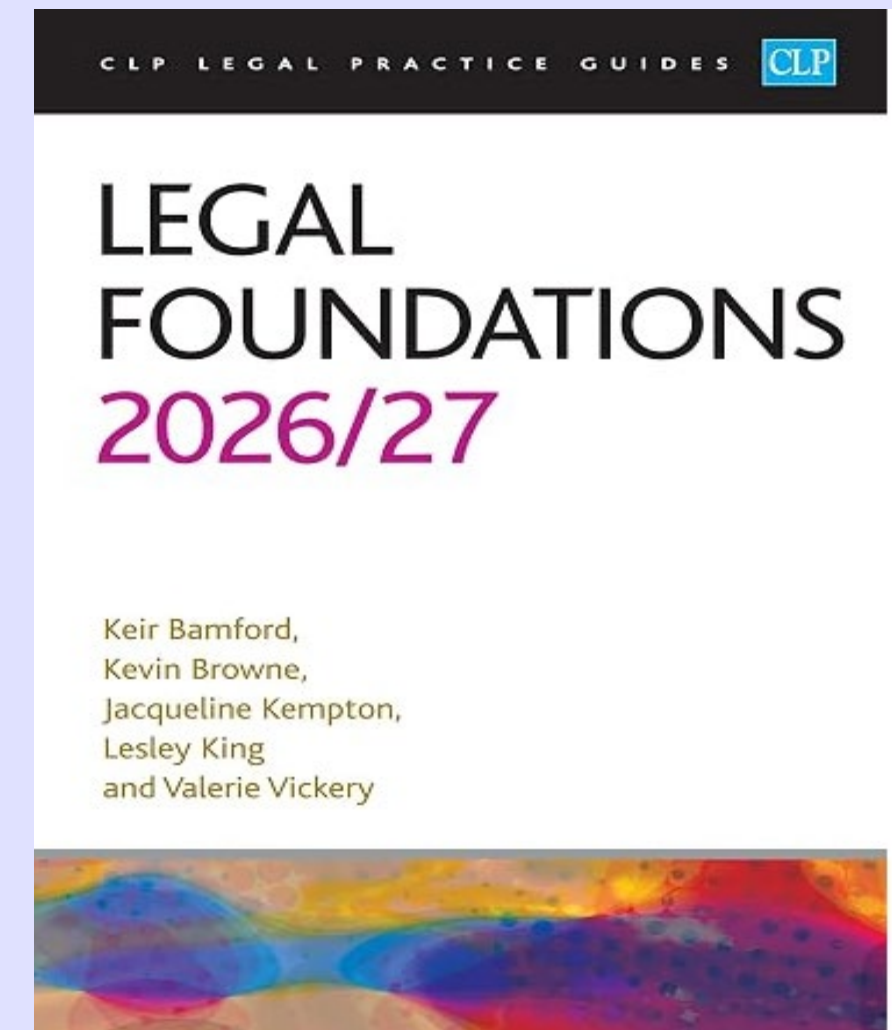
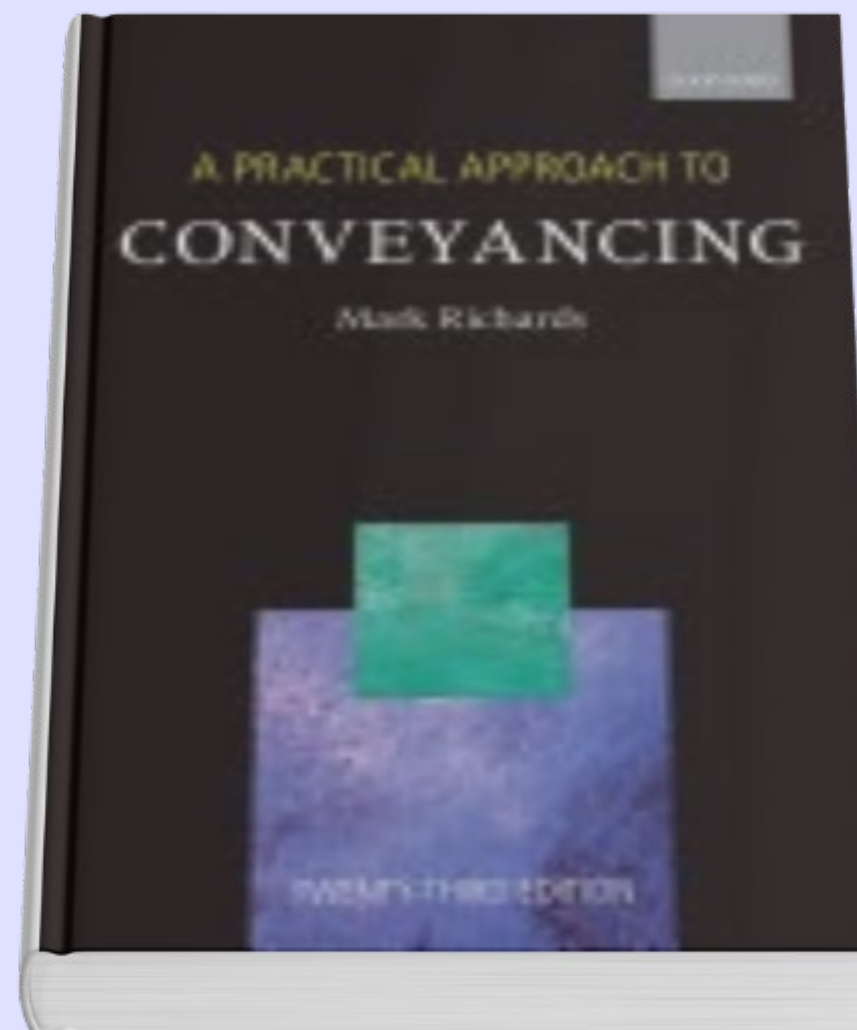
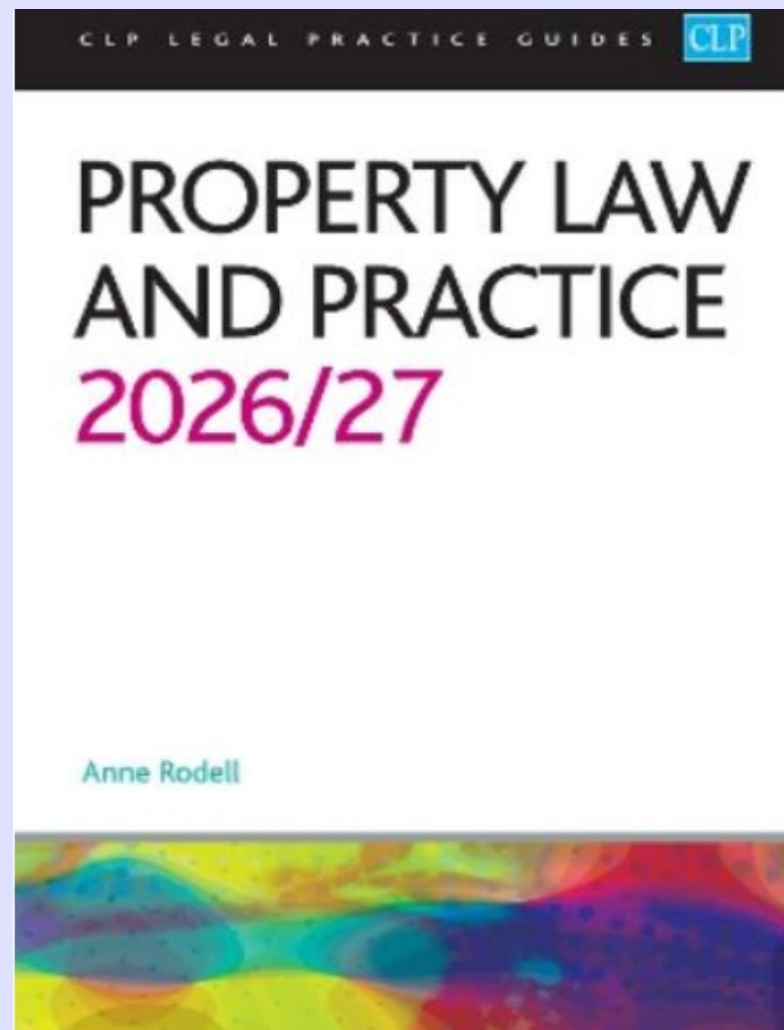
- All academic work is scrutinised for potential academic misconduct
 - **Plagiarism** : presenting work of others as your own (this includes AI re writing)
 - this includes copying and pasting textbooks, lecture slides and notes (lectures will recognise their own writing style)
 - **Self-plagiarism**: submitting work already submitted for another assessment
 - **Collusion**: working with someone else on assessment intended to be your own work
 - **Falsifying data**: including evidence or results
 - **Falsifying authorship** : use of essay writing services, impersonation, AI or human generation
 - **Cheating** in examinations
 - **Falsifying evidence** for extenuating circumstances
 - Further guidance on assessment practice can be found in your programme [Student Handbook](#) on SLSI and on the [UWTSD website](#)

YOURCLIENT

- Ms Jenkins in purchase of Arben Manor, Swansea We
- First time buyer with a mortgage
- During this module you will track her conveyancing transaction
- Produce work for her case file in your assessments (coursework)
- This module will track the conveyancing process, and documentation will become available during the module in the client's case folder on moodle



TEXTBOOKS



[Reading List on Leganto](#)

SCHEME OF WORK

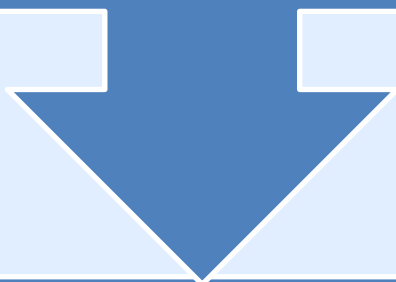
- Introduction to conveyancing practice
- Regulatory matters, taxation and finance
- Investigation of title and capacity to sell
- Planning and building regulations
- Pre-contract searches
- Contract for sale
- Exchange and completion

Scheme of Work

WEEK	Week commencing:	Content
1	28/9/26	Introduction to conveyancing practice
2	5/10/26	Regulatory matters, taxation and finance
3	12/10/26	Investigation of title and capacity to sell
4	19/10/26	Planning and building regulations
5	26/10/26	Pre-contract searches
6	02/11/26	Contract for sale
7	09/11/26	PROGRESS WEEK
8	13/11/26	SUBMISSION OF ASSESSMENT COURSEWORK
9	16/11/26	Landlord and Tenant Law
10	23/11/26	Leases
11	30/11/26	Exchange, Completion and Post Completion
12	07/12/26	ASSESSMENT CLIENT INTERVIEW
	14/12/26 - 04/01/27	Christmas Break

ACTIVITY 1 INTEREST IN LAND

Need to know and understand Land Law!



Consider the two images, one of the farm and farmhouse and the other of the city landscape. Both represent different uses of land!

What rights and interests could arise in relation to this piece of land? Who might benefit from these rights?

How are these relevant to conveyancing

Where can you find info about them?



WHAT IS CONVEYANCING?

- Conveyancing is the process of transferring estates or interests by document
 - Note that nobody owns land: only estates and interests can be 'owned' and therefore transferred
- In general, legal estates and legal interests can be created or transferred only by deed.
- Rights, estates and interests are not tangible (like chattels) so have to be transferred via documentation
- Each case will be unique, but they all follow the same basic principles
- Conveyancing is **procedural**



WHO ARE YOU ACTING FOR?

When acting for a seller:

- Prove ownership of the estate/interest being sold
 - Unregistered system: prove ownership/ title by producing deeds and documents tracing ownership over time
 - Registered system: official copy of register held by HM Land Registry

When acting for a buyer:

- As well as being satisfied seller can sell
- Check extent property being sold
 - rights buyer wants to acquire included
 - rights of others who might limit buyer's rights/ ability to enjoy property
- May need to create new rights

NATURE OF RIGHTS IN LAND

- The Crown (King or state) owns all land in E&W
- People and legal entities can own an **estate** in land - package of rights associated with that land for a period of time (**tenure**)
- Historically, greater variance in types of estate. LPA 1925, s1(1) simplified to two types:
 - a. **Freehold** (an estate in fee simple absolute in possession) = indefinite interest
 - b. **Leasehold** (a term of years absolute) = time limited interest (up to 999)
- Estates in land are capable of being transferred (conveyed) and inherited



Key source: Law of Property
Act 1925, s1

OWNING LAND: INTERESTS IN LAND

- Beyond the estate, others may also benefit from interests (or charges) in relation to the piece of land.
- **LPA, s1(2)** recognises 5 forms of legal interest:
 - Easements
 - Rentcharges in possession
 - Mortgages
 - Other similar charges
 - Rights of entry ... for any purpose to a legal rentcharge
- **s1(3)** Other estates, interests and charges are equitable
- **Commonhold** : A form of freehold title which is rarely used (we will not consider in this module) can be registered under **Commonhold and Leasehold Reform Act 2002**



Key source: Law of Property Act 1925, s1

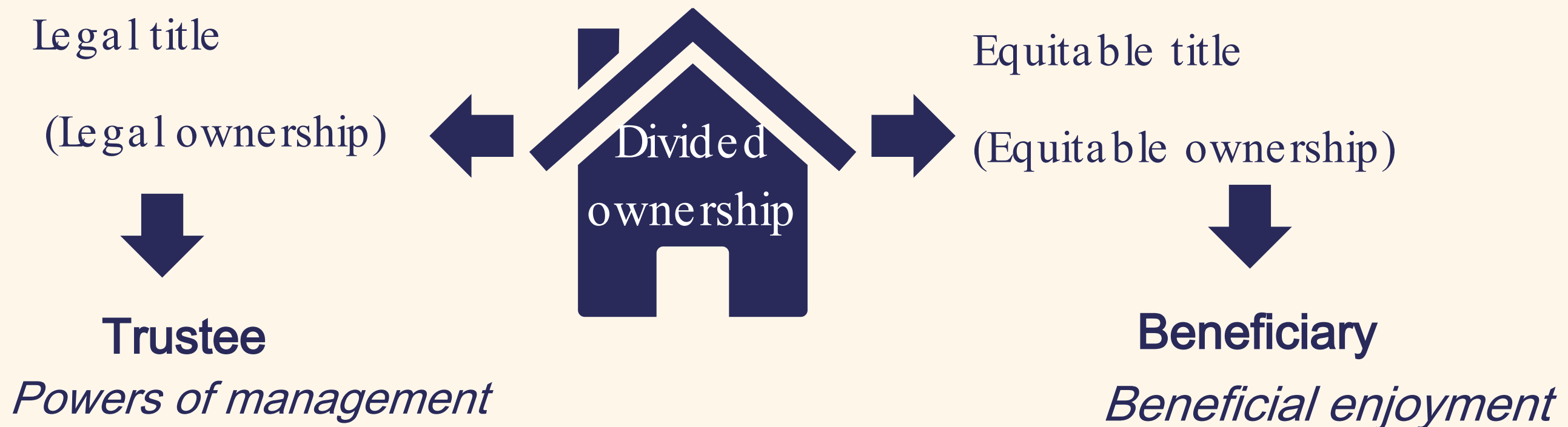
LAW V EQUITY

- Relates to the historic differences as to what rights and interests would be recognised in:
 - the common law courts
 - the courts of equity (chancery)
- Equity may historically recognise a right/ interest which the law would not (remedy harshness of law)
- Nowadays the administration of equity and trusts is fused: actions can be brought in the same court
- Modern significants in Law v Equity: whether an interest will be enforceable against future landowners (binding successors)



DIVIDED OWNERSHIP

- Equity makes it possible to recognise the interests of those beyond those with legal title, or legal interests
- It makes it possible to differentiate, who has legal ownership over property, and who has equitable ownership



CO-OWNERSHIP

- More than one party owns the same legal estate
- If there is more than one owner **a trust will always** exist (regardless of whether the parties know this)
- Trust = divided ownership (legal and equitable owners)
- Actual owners may be Legal and/ or Equitable owners
- Legal owners hold the property for the benefit of equitable owners (this may be the same parties)
- Law: maximum of **four legal land owners** : LPA 1925, s34(2)
- First 4 parties named in conveyance are legal owners
- In **equity**, unlimited number of co-owners
- Co-owners of legal estate are referred to as tenants (not to be confused with tenants in landlord and tenant/ rentals)



Key source: Law of Property
Act 1925, s34

CO-OWNERSHIP TENANCIES

- Once identified the legal estate is co-owned, next question is how the co-owners share that estate
- Tenancy describes how the estate is shared between co-owners (again not to be confused with the rental tenancy)
- Two types of tenancy exist:
 - Joint tenancy
 - Tenancy in common



JOINTTENANTS

- Co-owners acting as one entity
- Each simultaneously owns the whole estate, not a quantifiable share
- “United in every way possible”: requires the four unities:
 - Possession —each entitled to physically possess all of land and cannot be excluded
 - Interest —each has the same estate
 - Title —each derives title from the same conveyancing document
 - Time —interest of each must vest at the same time
- Right of survivorship (*ius accrescendi*): When joint tenants die, the others still each own the entirety of the land automatically until there is only one remaining sole owner
- The deceased joint tenants are simply removed from the ownership

TENANTS IN COMMON

- Tenants in common have **divisible shares** in the estate
- Shares can be quantified: can be equal but do not need to be (i.e. any % share)
- Do not need to be ‘united in every way possible’ — requires only:
 - **Unity of Possession** — each entitled to physically possess all of land and cannot be excluded
 - (does not mean other unities can’t apply)
- **NO *right of survivorship*** : equitable share can be gifted in will or via intestacy



CO-OWNERSHIP IN LAW AND EQUITY

Co-ownership in Law

- Legal estate can **only** be held as joint tenancy, **LPA 1925, s34**
- Cannot sever (break) a joint tenancy of a legal estate to create a tenancy in common (i.e. with divisible shares)- **LPA 1925, s36**

Key source: Law of Property Act 1925, s34 and s36

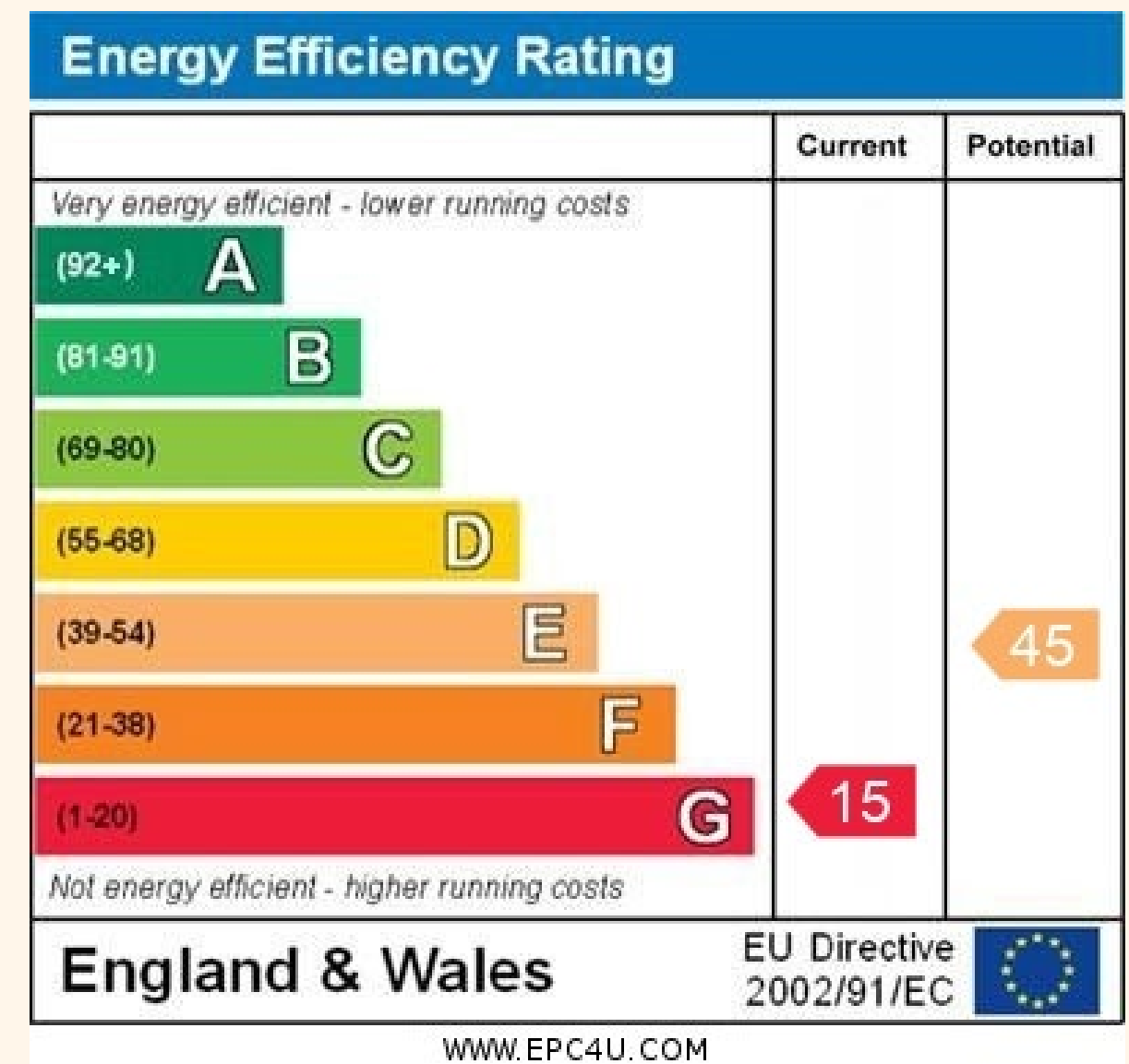
Co-ownership in Equity

- Can be held either as joint tenancy or tenancy in common
- Equity favours tenancies in common: BUT (rebuttable) presumption that equity follows the Law, i.e. presume if intended a different arrangement would have set out at time of acquiring legal interest ***Stack v Dowden* [2007] UKHL 17, [54]**
- If created at time of conveyance, must be made via express declaration of trust, LPA 1925, s53
- If joint tenants in equity, any co-owner can sever the joint tenancy

BEFORE CONVEYANCING BEGINS

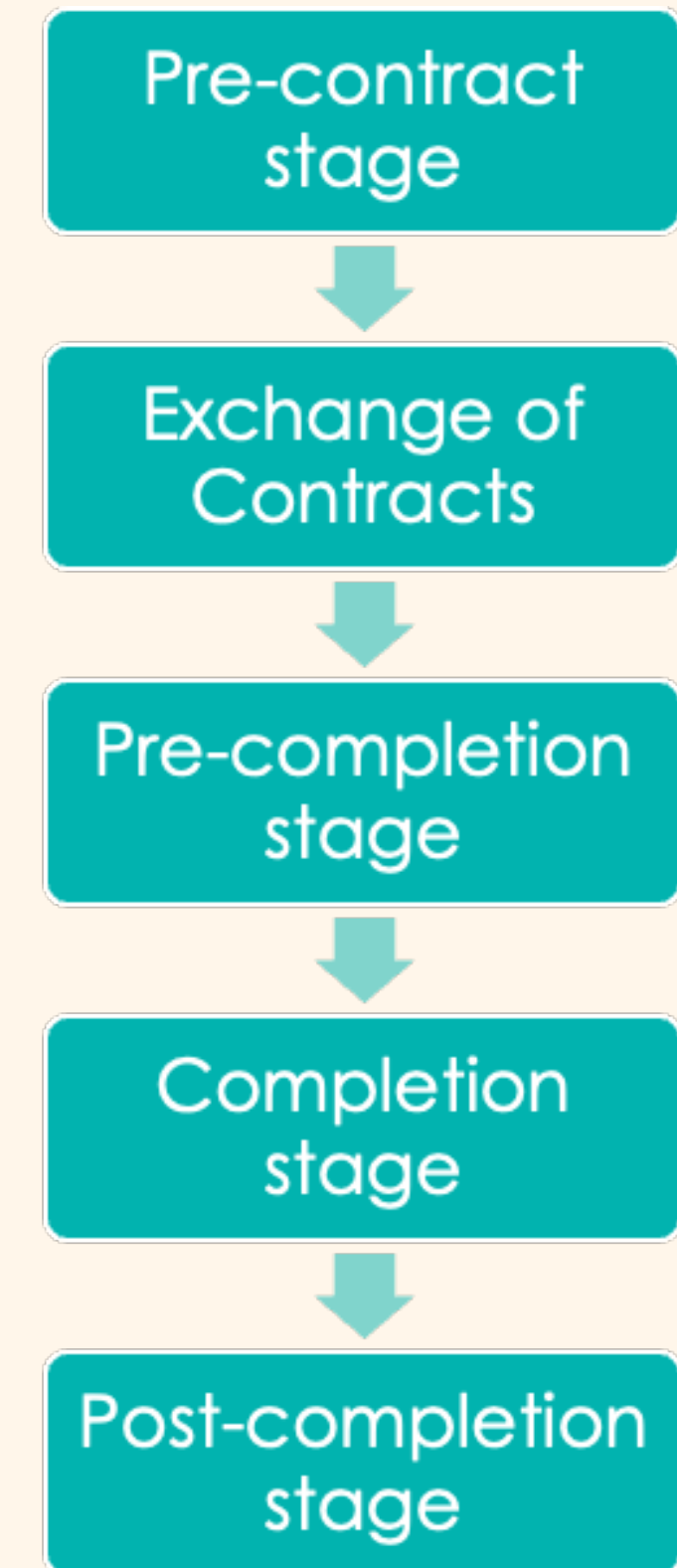
See your
conveyancing
bundle for
example
documents

- Usually, though not always seller instructs estate agent to **market their property** and agree a sale
- Will instruct preparation of **Energy Performance Certificate (EPC)**
- EA usually prepares **Memorandum of Sale** : details of seller and buyer and those acting for them and agreed price
- This usually triggers the involvement of conveyancers
- Occasionally seller and buyer will come to an agreement without solicitors. This is a private sale.



KEY STAGES OF CONVEYANCING

- Seller sells estate, buyer acquires deed
- Regardless whether freehold/leasehold follow similar process
- Two key milestones:
 - Exchange of Contracts; and
 - Completion
- Entire process revolves around these pivotal points, ensuring that actions taken and enquiries made
- Conveyancer role is process driven:
 - checklists (next slides), protocol assist with this
 - Law Society accreditation scheme - [Conveyancing quality scheme \(CQS\)](#)



Conveyancing Flowchart



Figure 11

LEGALLY BINDING

- Parties obligated to buy/sell until contracts are **exchanged**.
- Buyers sometimes complain when the seller withdraws just before exchange of contracts, after the buyer has incurred considerable time and expense.
- Obvious solution would be for buyer to exchange as soon as they make an offer, preventing **gazumping**
- But, buyer should not enter the contract until they have completed their due diligence **Caveat emptor: BUYER BEWARE** Onus on the buyer to discover as much about the property before committing to buy.
- Seller is not obliged to disclose information, besides limited matters of title, and would not be liable for any defects later identified.



**KEEP
CALM
AND
CAVEAT
EMPTOR**

THE LAW SOCIETY CONVEYANCING PROTOCOL

- Residential conveyancing only, first introduced 1990
- Standardise the residential conveyancing process.
- Set of instructions to conveyancers as to how to carry out a residential sale and purchase and is accompanied by a series of standard documents issued under the TransAction brand.
- Where the Protocol is used, the form of standard pre-contract enquiries to the seller that the seller's solicitor will ask their client to complete for a freehold property is called a Property Information Form (TA6).

The image shows a tablet displaying the Law Society Property Information Form (TA6) (4th edition). The form is titled "Law Society Property Information Form (4th edition)" and includes the Law Society logo. It contains several input fields for the following information:

- Address of the property
- Postcode
- Full names of the seller
- Seller's solicitor (Name of solicitor's firm)
- Address
- Email
- Reference number

Below the input fields, there is a section titled "About this form" which states: "This form is completed by the seller to supply the detailed information and documents which may be relied upon for the conveyancing process." This is followed by a "Definitions" section with three bullet points:

- "Seller" means all sellers together where the property is owned by more than one person.
- "Buyer" means all buyers together where the property is being bought by more than one person.
- "Property" includes all buildings and land within its boundaries.

At the bottom of the form, there is a "TA6" logo, the text "Law Society Property Information Form", "Page 1 of 18", and "© Law Society 2020".

QUALITY CONVEYANCING

- All firms that undertake residential conveyancing want to be members of The Law Society's Conveyancing Quality Scheme ('CQS') are required to comply with the Protocol, a Client Service Charter and mandatory training and enforcement procedures.
- Membership of the CQS is essential for any firm wanting to be on the panels of solicitors approved by the residential mortgage lenders to act for lenders where the buyer is taking out a mortgage.



INITIAL INSTRUCTIONS SELLER

- First question (buyer or seller) can we act on behalf of this client/deliver their instructions?
- Detailed instructions usually taken, and conflict of interest checks:
- Instructions from all clients (all co-owners if applicable) about:

- full names and addresses of the sellers;
- contact details for clients (e.g. telephone and email address);
- identification details (e.g. passport and utility bill);
- names and addresses of the buyers and their conveyancers (if known. Often the estate agent will provide this information in the memorandum of sale);
- full address and agreed sale price of the sale property;
- details of the estate agent (and contact at agents), if any;
- confirmation that there is an EPC and where it is held;
- whether there is an existing mortgage on the property, to be paid off (redeemed) upon sale;
- whether there are any adult occupiers other than the seller;

- where the title documents are held (e.g. whether the client holds any or whether any are held by a mortgage lender);
- whether there are any additional items (e.g. carpets or curtains) to be included in the sale, and whether any items are to be excluded from the sale (e.g. fitted wardrobes);
- whether any items are to be sold for additional cost (e.g. a washing machine, freezer or any furniture);
- whether there are any time constraints or a suggested completion date;
- whether the sellers are buying another property (a “related” or “linked” purchase, sometimes referred to as a dependent transaction);
- whether the parties have agreed any other matters;
- any additional or specific/ special instructions (e.g. to pay the sale money into a particular account).

INITIAL INSTRUCTIONS BUYER

- Detailed instructions usually taken (protocol A), and conflict of interest checks
- Instructions from all clients: all co-owners if applicable
- Obtain instructions about:

- full names and addresses of clients;
- identification details;
- contact numbers for clients;
- full address of the purchase property;
- seller's details;
- estate agents (if any);
- existence and whereabouts of the EPC;
- agreed price;
- whether any items are to be purchased for an additional cost;

- details of any included and excluded items (e.g. carpets, curtains or dishwasher);
- details of funding and any mortgage application;
- details of proposed survey report;
- desired completion date;
- whether there is a linked/ dependent sale transaction;
- whether the parties have agreed any other matters;
- any additional or specific/ special instructions;
- whether joint buyers are to purchase as joint tenants or tenants in common.

CONVEYANCING COSTS

- Cost will vary per property, and by solicitor
- Conveyancing falls under private client work (not eligible for legal aid)
- Legal fees: set fees, possibly scale depending on value of house (+VAT)
- Additional legal fees: e.g. leasehold, mortgage, help to buy, new build
- Tax:
 - [WRA Land Transaction Tax Calculator \(Properties in Wales\)](#)
 - [HMRC Stamp Duty Tax Calculator \(Properties in England\)](#)
- Disbursements:
 - Telegraphic transfer fees, ID checks. Land registration, plans and deeds
 - Searches: Land searches (Local authority), Water and drainage, environmental
 - Bankruptcy and indemnity insurance searches
- Conveyancer will usually provide an estimate of costs up front



See your
conveyancing
bundle for
example
documents

FINANCING THE PURCHASE

- Buyers may finance the purchase in various ways:
- Conveyancers have a duty under money laundering regulations (unit 2) to scrutinise the source of funds used
- Common funding:
 - Cash savings
 - Sale of bonds, shares etc.
 - Gifts
 - Loan (mortgage) with or without security
 - Sale of other land/ property
 - Lottery win!



ACTIVITY 2A: TAX ON LANDSALES

- You are instructed to represent a buyer in the purchase of a residential property. The sale price of £495,000 has been agreed, completing 1 December 2026.
- How will the tax due differ depending on whether the property is based in England or Wales?
- How will the tax differ depending on whether the property is an additional property (second home - higher rate in Wales)?
 - *Tip by the end of the activity you should have 4 numbers*

ACTIVITY 2B: CALCULATE FEES

- Using the fee schedule provided, calculate the fees due, assuming the property is sold in Wales to a first time buyer, with no other interest in land, with a mortgage and the property is a new build.

ETHICAL PRACTICE

- Property practice can be fast paced:
 - residential clients: emotionally driven to buy house
 - commercial clients: commercial pressures
- Gives rise to various ethical and professional practice issues
 - Not abuse position, take advantage of unfair advantage (SRA Code, para 1.2)
 - Perform all undertakings given by you (para 1.3)
 - Not mislead clients or others (para 1.4)
 - Conflicts of interests (para 6.1 and 6.2)
 - Confidentiality (para 6.3 and 6.5)



ACTING FOR BUYER AND SELLER

- What are the potential benefits and challenges?
- A solicitor cannot act for both parties if there is a conflict of interest or a significant risk of such a conflict (para 6.2, SRA code)
- Acting for a buyer and a seller carries a high risk of conflict of interests where the land is being transferred for value.
- This is particularly the case where the clients do not have equal bargaining power (eg an experienced developer and a first-time buyer) or where there has to be a negotiation on price.



CONFLICT OF INTEREST: EXCEPTIONS

- Para 6.2(a) allows a solicitor to act for more than one party, even if there is a conflict of interest, where the parties have a 'substantially common interest' in relation to the matter and provided that certain conditions are met.
 - But, **does not apply to a property purchase** . Although both clients will have a common interest in completing the sale, they also have different interests, since one is buying and one is selling.
- Para 6.2(b) allows a solicitor to act even if there is a conflict of interest where the clients are competing for the same objective. The conditions for so acting are as for paragraph 6.2(a).
 - Might be possible to act for two competing buyers
 - Both clients must given informed consent, in writing
 - the firm must ensure safeguards (barriers) to protect each client's confidential information
 - Must be reasonable to act for both clients



ACTING FOR JOINT BUYERS

- What are the potential benefits and issues?
- It is usually acceptable to act for joint buyers, provided that the solicitor can comply with para 6.2
- BUT It may be necessary to advise residential buyers separately about how they want to hold the equitable interest in the property, particularly if they are not married or in a civil partnership



ACTING FOR BUYER AND LENDER

- Acting for more than one party in the same transaction is more common when the parties are the borrower and the lender.
- Acting for a lender and borrower is possible unless, under paragraph 6.2 of The Code of Conduct, there is a conflict of interest or a significant risk of such a conflict.



CONTRACT RACES

- A marketing strategy known as a 'contract race'.
 - Pre-contract package is sent to multiple buyers who compete to be ready to exchange contracts first.
- Lawful as long as all buyers know they are engaged in a race.
- Problems arise when the seller instructs their solicitor that they **do not want the prospective buyers to know**. (Para 1.4 is relevant)
- Solicitor acts for a seller, they **must not mislead or attempt to mislead** the buyers, either by their own acts or omissions, or by being complicit in the acts or omissions of others.
 - This means that the solicitor should inform all buyers immediately of the seller's intention to deal with more than one buyer.
- If the seller refuses to agree to such disclosure, **the solicitor cannot disclose** the contract race to prospective buyers as they have a duty of confidentiality to their seller client (para 6.3).
- Instead, **solicitor should immediately stop acting in the matter**.

UNDERTAKINGS

- An undertaking is a statement made by or on behalf of a solicitor, or the firm, to someone who **reasonably places reliance on it**, that the solicitor or firm will do something, cause something to be done, or will not do something.
- Paragraph 1.3 deals with undertakings and says that solicitors should perform all undertakings, and do so within an agreed timescale.
- Failure to honour an undertaking is professional misconduct so a solicitor should always ensure that anything they undertake to do is within their control.



ACTIVITY 3: ETHICS SCENARIOS

Consider the following scenarios. How should the conveyancer respond?

Scenario 1	Scenario 2	Scenario 3
A solicitor is approached by both the buyer and seller in a residential property transaction to act on their behalf. Both parties consent to the solicitor representing them. During the transaction, the solicitor discovers that the buyer intends to use the property for purposes that might breach a restrictive covenant, which the seller is unaware of.	A solicitor is approached by a potential buyer of a freehold estate. The solicitor knows that there are title issues as they acted in the sale to the current seller. They are not instructed by the seller. You suspect that these issues have led to the seller wishing to sell for below market value.	A solicitor is engaged as the executor of the estate in probate. They are interested in purchasing the deceased person's family home. They have seen the valuation report for the property given their role as the executor, and are prepared to match the price, and undertake the conveyancing on the estate's behalf.

SUMMARY

- A typical conveyancing transaction has two milestones, exchange of contracts and completion, and is broken down into three stages – pre-contract, pre-completion and post-completion.
- The Law Society Conveyancing Protocol standardises the residential conveyancing procedure for those firms that adopt it.
- A solicitor cannot usually act for more than one party in a property transaction if there is a conflict of interest or a significant risk of conflict of interest.
- Acting for buyer and seller in the same transaction carries a high risk of conflict of interest.
- It will often be possible to act for both buyer and lender in a residential transaction if the mortgage is on standard terms. In commercial property transactions, the lender will usually be separately represented.
- A solicitor acting for more than one buyer in a contract race must comply with paragraphs 1.2 and 1.4 of The Code of Conduct.
- Undertakings are frequently given in property transactions, but failure to comply with an undertaking constitutes professional misconduct.
- A buyer may obtain finance for the purchase from a bank, building society, employer or relative.
- A buyer will usually choose from a repayment mortgage or an interest-only mortgage. The interest rate may be variable, fixed or track the base rate set by the Bank of England.
- SDLT (England) and LTT (Wales) is charged on freehold transactions at different rates depending on the type of property and the purchase price and is payable by the buyer.

UNIT 1 LEARNING OUTCOMES

- Explain how to succeed in Conveyancing
- Explain underpinning principles of land law relevant to conveyancing
- Outline the conveyancing process and key considerations at each stage
- Apply principles of professional practice and ethics to conveyancing
- Calculate conveyancing costs and fees

How confident are you that you can demonstrate these Learning Outcomes in your assessments?

Probably not fully after today alone. As you plan your independent study for this week, focus on these learning outcomes. Plan your reading and notes against these and work on building your confidence in achieving them before we start the next unit.

RECAP

UNIT 1 READING

- You should draw on the following materials to deepen your understanding of the topics discussed in this unit.
 - Harris *et al.* (2024) chapters 1-5
 - Richards (2020) chapters 1-2
- Law society (2019) '*The Law Society Conveyancing Protocol*'. Available at:
<https://www.lawsociety.org.uk/topics/property/conveyancing-protocol>