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1.Introduction

Alex Morgan and Owen Peters are getting a £300,000 mortgage from Riches Building Society to buy a freehold home for £375,000. These notes go over the steps of the conveyancing process, the legal issues that come up when two people own something together, the financial arrangements that need to be made when buying a home with a mortgage, and the purpose of searches and enquiries. These notes also talk about the planning and building rules that came up because the sellers did not have any papers for the conservatory. The TA6 and TA10 forms that the clients filled out, and the results of the search, gave us this information.

2. The Conveyancing Process

The most important steps in the process of conveyancing are the pre-contract stage, the exchange of contracts, and the completion stage. We must do all our research because the deal is not legally binding until after the exchange. This fits with the idea of "caveat emptor," which means "let the buyer beware." The buyer must know the property's legal and physical state before signing a contract. The first thing you need to do is read the draft contract packet very carefully. The title documents, the Property Information Form (TA6), the Fittings and Contents Form (TA10), and the search results are all there. The goal is to find anything that could make it harder for the buyer to use, own, or enjoy the property, lower its value, or get them into trouble with the law.

The solicitor's job now is to ask the seller's solicitor the right questions, look over the searches and paperwork, and read the mortgage instructions. If there are problems with the title, sellers do not have to tell you much. The buyer is in charge of finding out about any other issues with the property. *William Sindall plc v. Cambridgeshire Council* (1994) shows how important it is to give clear and complete answers to questions. This example is helpful for solicitors who want to show their clients how reliable the TA6 form is and how important it is to ask more questions if something is not clear.

3.Joint Ownership of Property

The Law of Property Act 1925 says that if two people buy a house together, they must agree on how to split the legal and beneficial interests. The TR1 transfer form lets them choose whether to be joint tenants or tenants in common of the property. In joint tenancy, both owners own the whole property together rather than separate shares. If one of them dies, the surviving owner automatically becomes entitled to the whole property. Tenancy in common means that each owner has a different share of the property. Unless the will says otherwise, this is usually 50/50. This needs to be explained because it is important.

Stack v. Dowden (2007) and Jones v. Kernott (2011) are two of the most important cases in this area. When two people can't agree on anything, once a relationship ends, these types of problems happen. If the co-owners keep their money separate or do not put in the same amount, the courts can think the shares are different. These cases show why it is important to get the right advice before you buy something. If Alex and Owen are not acting like they are in a long-term relationship or sharing money, a tenancy in common with equal shares might be the best option. This makes everything clear and safe for both clients in case something goes wrong.

4.Mortgage, Finance and Taxation

Clients need to know how their mortgage fits into the process when it comes to money. Before completion, the buyer's solicitor confirms to the mortgage lender that the title is satisfactory and requests the release of the mortgage funds in time for completion. This means that the title is clear, the property is a good security, and the necessary checks have been done. The lender then releases the mortgage funds on the day of completion. The balance is the amount that buyers must pay before the sale is complete. Clients will get a completion statement with all the fees, like legal fees, search fees, stamp duty, Land Registry fees, and any other payments that need to be made before the due date.

The Standard Conditions of Sale specify that if the work is not done on time, the contract will incur interest every day. The solicitor will coordinate the transaction and manage the timetable to reduce the risk of delays. If documents are not signed promptly, the deposit is delayed, or mortgage funds are not released in time, completion may be delayed.

5.Surveys and Physical Condition of the Property

Physical inspections of the property are just as important as searches. Solicitors do not do surveys, but they do have to tell their clients about the problems with how lenders value things. Smith v. Eric S. Bush (1990) showed that a surveyor who is setting a value for a lender may still have a duty of care to a buyer based on that

value. This case supports the notion that clients ought to consider obtaining an independent Homebuyer Report or Building Survey to identify structural issues. This is especially important because solicitors are not qualified to advise on structural or physical defects. Surveys often show issues that need more study, which could lead to different advice being given.

6.Pre-contract Searches

A lot of the work that goes into conveyancing is asking questions and finding information. The environmental search, the drainage and water search, and the local authority search all give you important information about the property. These searches are part of the buyer's due diligence that lenders need. They help you find things that might make it hard to enjoy or use the property. For instance, the LLC1 local land charges search can show you planning restrictions, conservation areas, tree preservation orders, or notices of enforcement. The CON29 part of the search tells you about things like highways, planning applications, road adoption, and other things that affect the property.

The drainage and water search looks for public sewers and water lines that run under the property. It also checks to see if the property is connected to the main sewage and water systems. Under the Environmental Protection Act 1990, the environmental search looks for things like pollution, landfills, flooding, and radon that could be dangerous. A lot of pollution is a problem. In the case of *Circular Facilities (London) Ltd v Sevenoaks DC (2005)*, the landowner can be held responsible for cleaning up the land even if they did not make it dirty. So, people need to know about the dangers of contamination because it can be very expensive. Local authorities are only aware of land that has already been formally identified as contaminated. This is why it is so important to search the environment for dangers. A Coal Mining Search may also be required, depending on the property's location. This search identifies past or present coal mining activity, including mine shafts and subsidence risks. If mining-related subsidence occurs, compensation and remedial works may be available under the Coal Mining Subsidence Act 1991.

7.Planning Permission and Building Regulations

The clients' papers have the biggest legal issue because the conservatory was built without permission and does not follow building codes. We talk about the difference between building codes and planning permission, and why both might be needed for even small changes. The Town and Country Planning Act 1990 says that development can mean either building something new or changing how a building is used. Some projects can go ahead without asking for permission, but others need to.

You might need permission if the conservatory is big or changes the outside of the house.

In this case, the time limits for enforcing planning are very important. Unauthorised operational development is generally subject to a four-year enforcement time limit, running from the date of substantial completion, after which the local planning authority may be prevented from taking enforcement action. But the case *Fidler v. Secretary of State* (2010) shows that the court may still allow enforcement after this time if the breach was done on purpose. This example is very helpful because it shows that the four-year limit does not always apply and tells you why you might need indemnity insurance if you do not have any papers.

Under the Building Regulations 2010, building work must meet minimum safety and construction standards. The case of *Cottingham v. Attey Bower & Jones* (2000) is significant because it involved a situation where someone was careless in failing to provide sound advice regarding building regulations. This highlights why solicitors must inform clients of the importance of obtaining proper building regulations approval for completed works. Local planning authorities have limited time periods within which they may take enforcement action, subject to statutory enforcement time limits. Where evidence of building regulations approval cannot be provided, this may raise concerns for both the buyer and the mortgage lender.

When there is not enough proof, indemnity insurance is a good idea. The presentations say that indemnity insurance does not solve the legal problem, but it does protect the customer from losing money or being sued. Policies are often used to fix problems like not having the right permissions. With indemnity insurance, it is important that the local authority or building control is not contacted, because doing so can invalidate the policy. The lender must also agree to the insurance because it protects both their own interests and the buyer's.

Murphy v. Brentwood DC (1991) is another important case because it talks about how much a person can be held responsible for economic damage caused by problems with buildings. It limits how much buyers may sue local governments for not being careful, but it also makes it obvious how crucial it is to follow building control standards. This explains why mortgage lenders may require evidence of compliance or an indemnity insurance policy before they will release mortgage funds for completion.

As part of the inquiry process, it is very important to check the TA6 form very carefully. Sellers should answer questions honestly and to the best of their knowledge. If the information is not clear or complete, you should ask more questions. In this case, the seller needs to answer more questions because they did not prove that they had permission to build the conservatory or that it met building codes. For example, who made the conservatory, when was it built, and what was done?

8.Exchange of Contracts

It is important to explain to the clients their legal obligations and responsibilities at each stage of the conveyancing process. For residential conveyancing, the contracts must be signed before the agreement can be legally binding. Before exchange, either party may withdraw from the transaction without penalty. Buyers should only exchange contracts once all searches and enquiries have been completed and they are satisfied with the results. It would be a bad idea to exchange contracts before carrying out full due diligence, even if the buyers are concerned that the seller may withdraw. Once contracts are exchanged, both parties are legally bound to complete the transaction on the agreed-upon completion date. At exchange, the buyer normally pays a deposit, usually around 10% of the purchase price. On the completion date, the buyer's solicitor transfers the remaining balance of the purchase price, which is usually around 90%, to the seller's solicitor. Legal ownership passes to the buyer once completion has taken place. If the buyer fails to complete after exchange, they risk losing the deposit and may be liable for additional contractual costs and interest. The Standard Conditions of Sale (Fifth Edition, 2018 Revision) govern the daily interest payable if completion is delayed.

This shows how important it is for solicitors, clients, and mortgage lenders to work together carefully to avoid delays.

9.Completion and post-completion

Before completion, the buyer's solicitor must carry out the OS1 priority search, conduct a bankruptcy search using the K16 form, and ensure that all mortgage lender requirements have been satisfied. The OS1 search protects the buyer's priority before they register. Bankruptcy searches make sure that the client does not owe any money that could make the lender less likely to lend. The clients become the legal owners on completion, with registration taking place afterwards.

Following completion, the solicitor must submit the Stamp Duty Land Tax return to HM Revenue and Customs. Under the Land Registration Act 2002, the solicitor must then submit the AP1 application and register the transfer of ownership and the mortgage at HM Land Registry.

10.Conclusion

Everything I need to meet with the client is in these notes. They go on how to safeguard consumers through searches and enquiries, how to explain shared ownership options, and how to handle issues that arise when there are building and

planning restrictions. These things enable me to ensure that I can provide Alex and Owen with sound advice throughout their interview.

Building Regulations 2010.

Environmental Protection Act 1990.

Land Registration Act 2002.

Law of Property Act 1925.

Town and Country Planning Act 1990

Standard Conditions of Sale (Fifth edition 2018 revision).

Coal Mining Subsidence Act 1991.

Circular Facilities (London) Ltd v Sevenoaks District Council (2005) EWCA Civ 173.

Cottingham v Attey Bower & Jones (2000) Lloyd's Rep PN 591.

Fidler v Secretary of State for Communities and Local Government (2010) EWCA Civ 1438.

Jones v Kernott (2011) UKSC 53.

Murphy v Brentwood District Council (1991) 1 AC 398.

Smith v Eric S Bush (1990) 1 AC 831.

Stack v Dowden (2007) UKHL 17.

William Sindall plc v Cambridgeshire Council (1994) 1 WLR 1016.