



Milwyn Jenkins & Jenkins

SOLICITORS / CYFREITHWYR



YOUR SALE TRANSACTION

This sheet is designed to give you an overview of the procedural and financial aspects of your conveyancing transaction. Please familiarise yourself with the information it contains and if you have any questions, please contact the person conducting your matter for a fuller explanation.

Usually a conveyancing transaction is split into two “events”:-

The first of these is **exchange of Contracts**. At any time before exchange of Contracts takes place, either party can withdraw from the transaction without penalty. It is only once exchange of Contracts has taken place that you are bound either to buy or sell. Failure then to do so would mean that you would be in breach of Contract.

Normally a 10% deposit is paid over by the buyer upon exchange of contracts, although a lesser amount may be agreed as being acceptable by the seller. Should a lesser amount be accepted the seller is nevertheless entitled to the balance of the full 10% deposit in the highly unlikely event that the transaction does not proceed to completion.

The second event is called **completion**. At exchange of Contracts, a date is agreed for completion of the Contract. This is when the balance of the purchase price, normally funded by a Mortgagee (Bank or Building Society), is due and paid over to the seller. It is at this point that the Deed transferring the property and the keys are passed to the buyer. The completion date is a firm date and if the buyer fails to hand over the amount required on that date then interest on the unpaid balance is chargeable by the seller on a daily basis. Completion usually takes place a few weeks after exchange although, in some cases, it can happen on the same day as exchange of Contracts or a few days thereafter (depending on a number of factors).

Between exchange of Contracts and completion, we will draw up a Completion Statement setting out in full the monies received and paid on your behalf as well as any balance payable to you or that we need from you in order to complete. We will present this to you in advance of completion so that you are fully informed of the financial details of the transaction. You will be given an itemised breakdown of the anticipated costs of the transaction in your Client Care Letter sent to you at the outset of the matter.

It is this firm's practice to collect our fees prior to completion along with disbursements that we are required to pay on your behalf in order to finalise the matter.

The deposit that you receive on your sale may be utilised in a related purchase. If you are not buying another property at the same time then the deposit will be paid over to you on completion as part of the net proceeds of sale. Unfortunately, we cannot pay the deposit to you until completion takes place.

If you have a mortgage, we will approach your lender requesting a redemption figure prior to completion. At completion, we are obliged to discharge any mortgage(s) you may have over your property so that your buyer obtains the property free of financial charges; we will take our own fees as set out in our Client Care Letter; and we would normally pay your Estate Agent's commission for selling the property on your behalf – if you do not wish us to pay the Agent's account then please advise us accordingly.

Generally

We should point out that we will deal with your matter as expeditiously as possible and we aim to keep you fully informed of progress throughout.

If you have any questions concerning your particular transaction, please contact us.