



GUIDE TO LEGAL LANGUAGE
MADE EASY

www.ClarkesLaw.co.uk



These explanations may help you understand the legal terms commonly used by Conveyancers in dealing with the buying and selling of property.

AGREEMENT OR CONTRACT

The legal document, commonly known as “the Contract” containing details of the price and other conditions of the sale and purchase such as the completion date.

SEARCHES

The name generally given for all searches that a buyers Solicitor makes before contract can be exchanged including a Local Authority Search for information relating to the property which may affect the buyer’s decision to purchase of a lenders decision to lend. Environmental Search of records relating to matters such as land contamination, flooding and other environmental issues & Coal Mining Search. Other searches will be made by a buyer’s solicitor just before completion to include a Land Registry Search to check that a seller does not have a recent second mortgage of which the solicitors are unaware.

EXCHANGE OF CONTRACTS OR AGREEMENTS

The seller and buyer each sign an identical part of the contract and no party is bound to sell or buy until such time as contracts are actually exchanged. This normally takes place by agreement between solicitors over the telephone. A buyer is liable to pay a 10% deposit from exchange, but it is common for less than 10% to be actually paid.

COMPLETION/COMPLETION DATE

The day a seller is liable to give vacant possession of the property and the buyer is liable to pay over the monies to complete. The time for completion of a sale or purchase is normally 1.00-2.00pm on the completion date to allow money to be transferred between bank accounts.

MORTGAGE/LEGAL CHARGE/SECURED LOAN

A document signed by the property owner giving the lender security on a property for money lent.

MORTGAGE INSTRUCTIONS

The Solicitors copy of the mortgage offer containing instructions for the Solicitor to act on the lenders behalf in connection with the mortgage advance.

MORTGAGE OFFER

A document setting out the lenders terms and conditions of the loan.

FORM OF CONSENT TO MORTGAGE/ LETTER OF WAIVER/DEED OF POSTPONEMENT

Where a property is being purchased with the aid of a mortgage and the buyer/borrower will not be the only adult occupant of the property, mortgage lenders insist that any the adult occupants sign a form of consent to mortgage before the mortgage can be completed. This document is an undertaking/promise that the adult occupier will not claim an interest in the property in priority to the mortgage advance in the case of, say, the property being repossessed.

TRANSFER DEED

The document that effects the change in legal ownership of the property. Following completion of the purchase, the Transfer Deed has to be lodged at the Land Registry for registration of the Transfer of ownership of the property.

STAMP DUTY LAND TAX

A Government Tax on the purchase price of properties. The buyer is personally responsible for filing this tax return, which we can do on your behalf, if required, details of our charges for dealing with the return and the duty to be paid, if any, are detailed on our conveyancing estimate.

LAND REGISTRY/REGISTERED LAND

A Government Department keeping a record of all land ownership. Land Registry fees are payable for registering a change of ownership. If a property has not been sold since prior to 1986 it may well not be registered and the onus will be on the buyer’s solicitors to register the property for the first time following completion of the purchase.

Paul Roberts (Telford Office)
Sarah Sharpe (Telford Office)
Emma Evans (Telford Office)

Karen Cureton (Telford Office)
Matt Glaze (Telford Office)
Rose Roe (Wellington Office)

Charlotte Ellis (Shrewsbury Office)
Luke Townsend (Shrewsbury Office)
David Wassell (Newport Office)

TELFORD CENTRE
Tel: 01952 291666

WELLINGTON
Tel: 01952 223548

NEWPORT
Tel: 01952 281060

SHREWSBURY
Tel: 01743 231531