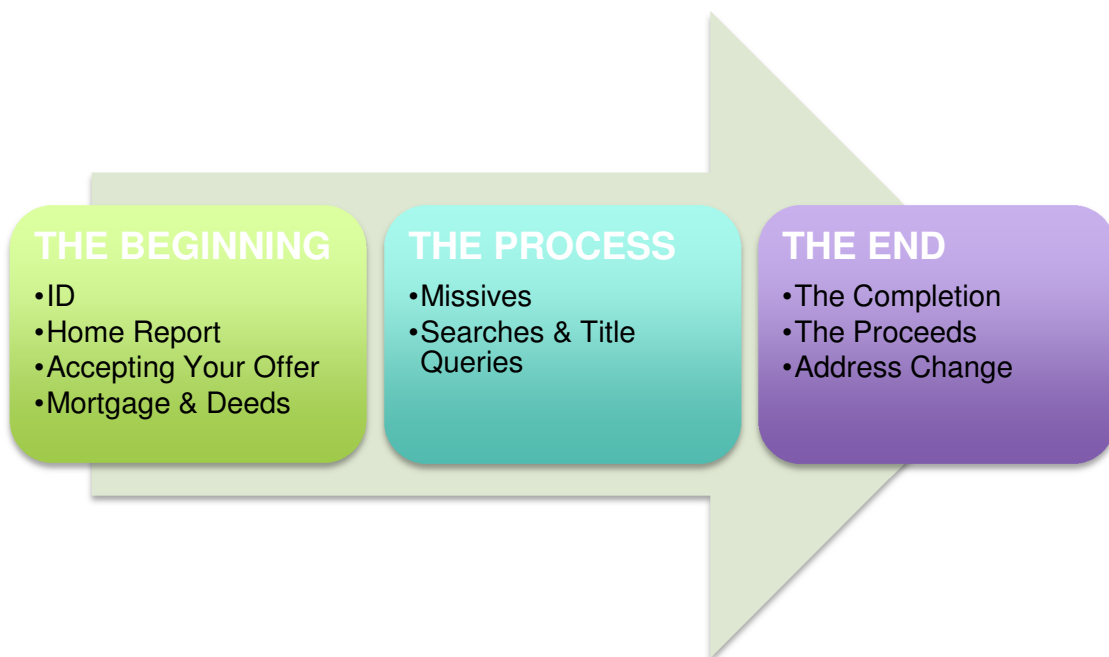


## YOUR CLIENT JOURNEY

When **selling** property with Scullion LAW



## Bespoke conveyancing service with Scullion LAW

Selling property can be an exciting, challenging and emotional time. We pride ourselves in offering a down to earth, personal and professional service to each of our clients. We understand every circumstance is unique and your happiness is always our priority.

We will help you with the conveyancing (the complex process by which the property is legally transferred from you to the buyer) and explain everything clearly, so that your experience is as enjoyable as possible. We want you to fully understand what is required of you, why and when. This useful client guide can be used as an indicator to ensure you understand at what stage in the process you are. It highlights when there are busier periods during which you will hear lots from us and it highlights when you can expect quieter periods during the process.

**Timescales and complexity vary depending on individual circumstances.**

**Thank you for trusting in Scullion LAW.**

Let's get started.



## Missives and Myths

In Scotland, the buyer's solicitor makes a written offer to buy. Once accepted, the seller's solicitor accepts this in writing. **A verbal acceptance is not a legally binding acceptance.**

It may be that the conditions contained in the seller's acceptance need to be amended. This is done between the solicitors by an exchange of letters known as "missives" which clarify and finalise the details and conditions of the offer and acceptance.

Until the missives are **concluded**, either the buyer or the seller can withdraw without penalty.

**Once these details are agreed and the missives are concluded both parties have a legally binding contract which contains an agreed price and date of entry.** This means the seller cannot accept a higher offer from someone else and the buyer cannot withdraw from the agreement or make a lower offer instead. If the buyer cannot fulfill the obligations set out in the concluded missives, they may be liable to pay the seller damages, therefore it is important, before making an offer, that the buyer obtains expert legal advice and arranges their finances to meet the purchase price.

## THE BEGINNING

### 1. Providing us with your Identification

The Law Society of Scotland require us to obtain suitable forms of identification (ID) from you before we can carry out any work. Kindly provide us with your photographic ID such as a UK drivers licence or current UK passport; AND proof of address consisting of a bank statement or utility bill (both **dated within the past 3 months**) or your current Council Tax bill.

Should you not have any photographic ID, please provide us with your original birth certificate, marriage certificate, pensioner's travel pass, Building Society pass book or evidence of and entitlement to a state benefit or Local Authority benefit. These can be photocopied whilst you wait at our reception for free or you can scan the originals from the comfort of your own home (please note a small charge will be incurred as we need to verify them for you). **Mobile phone bills and store bills are not acceptable**. If in any doubt please give us a call before you drop in to our office, so it is not a wasted trip for you.

### 2. Home Report

It is a legal requirement that all properties in Scotland are marketed with a Home Report.

This gives all potential buyers a clear picture of the condition of the property for sale. It includes a Property Questionnaire, the Single Survey and Valuation plus an Energy Performance Certificate.

The Single Survey Report tells potential buyers about the property, its condition and accessibility as well as any repairs that may be required, (specialist treatments including damp, rot etc). The Home Report **must be no more than 12 weeks** old when the property goes on the market. It is your responsibility to organise a Home Report with your estate agent and kindly provide a copy whenever a buyer requests it.

Please note that you may need to "refresh" the Home Report as the buyer's lender may not be willing to rely on a report which is more than 12 weeks old. Alternatively, we are finding more regularly that lenders are insisting upon the buyer obtaining their own independent valuation rather than rely on the Home Report.

### 3. Accepting your offer

An interested buyer's solicitor will be in contact with your estate agent to note their interest.

Once this has been received, **the property cannot be sold without first allowing interested buyers a chance to put in an offer**. Depending on the level of interest in your property, there may be a number of potential buyers and in these circumstances your agent will set a time and date (known as a **closing date**) for all of these offers to be made.

It is important to consider a number of factors when weighing up offers such as: the amount you are being offered, the financial position of the buyer, the buyer's chain (if they are selling another property) and your own timescales. **You** will decide who you wish to finally sell to.

Once the offer has been made and accepted, it will then be passed to Scullion LAW to allow us take your full instructions. While you may have discussed this already with the estate agents, we are required to take your full instructions again with regards to the offer. This will allow us to make a formal written acceptance to the buyer's solicitor, including any changes to the moveable items (or extras) to be included with the sale of the property, any changes to the purchase price, any changes to the entry date and any other issues that you feel need to be contained formally in a contract.

This is known as a **Qualified Acceptance** and it forms the next part of the missives stage. We will discuss these points with you in depth so that everything is clear and recommend changes to offers where necessary. **If any of the changes are unclear please ask us before missives are signed.** Once missives are signed everything becomes legally binding.

Please note, we will sign the missives on your behalf.

#### 4. Provide us with your mortgage details and instructions to obtain title deeds

If you have a mortgage, you must let us know the details of your lenders, including your mortgage account number as quickly as possible. We will need to obtain your title deeds along with a settlement figure for the mortgage from your lender quite quickly.

Details of any other secured loans must also be provided.

Depending upon the lender, it may be that the title deeds are not held by the lender but held by you or a solicitor who acted on your behalf in connection with the purchase of the property.

Either way, we require the title deeds to forward these to the buyer's solicitors to allow them to examine the same. If alterations have been carried out, you must let us have the paperwork at this stage or advise us as early as possible if you did not obtain the necessary paperwork. It may be that you will require to obtain a Letter of Comfort from the Local Authority but we would advise you to refrain from contacting the Local Authority until you have discussed the matter with Scullion LAW. We are here to help.

## THE PROCESS

### 5. Missives

Once all parties are agreed on the final terms of the contract including the price, **entry date** and all items to be included in the sale (including any amendments) and the buyer has managed to secure their finance for the purchase of the property, then a final letter concluding the purchase is sent by buyer's solicitor.

This is called '**concluding missives**' and is a **legally binding contract** which means both parties are legally bound to the sale / purchase and cannot simply walk away from the process without facing penalties. This is an important stage in the process and the point towards which we have all been working towards.

### 6. Searches & Title Queries

At the same time, we also need to obtain and provide the buyer's solicitors with the various property searches which will include information regarding the property from the Local Authority in relation to planning history and information about any potential developments around roads, drainage. The buyer's solicitors also need to know if there are any mine entries affecting the property.

Any questions that the buyer may have regarding the alterations paperwork, title deeds and the property searches will be raised at this time. Although some questions may be standard e.g. confirming that nothing has changed since you completed the property questionnaire in your home report, others may be out of the ordinary and we will rely on you to provide answers in the most part. This is a completely normal part of the process so don't PANIC!

## THE END

### 7. Completion

Once the conveyancing is nearly complete, we will need you to **sign the disposition** (the document transferring legal ownership of the property from you to the new owner). The balance of the purchase price is then settled. We will receive full payment for the property on the agreed date of entry from the buyer's solicitor (normally in the form of a solicitors cheque).

It is standard practice in Scotland for the buyers solicitors to forward a cheque to the sellers solicitors in payment of the price. This is underwritten or guaranteed by The Law Society's guarantee fund so it cannot "bounce". Once the money is received into our account, we will tell the estate agent to release the keys to the property.

### 8. The Proceeds

We will attend to the repayment of all mortgages secured on the property, all estate agents invoices, outstanding factoring charges four working days after completion and will send you our cash statement which details the financial breakdown of the sale proceeds. We will also arrange to remit the balance (known as the free proceeds) to you as directed.

Following on completion of your transaction your net free proceeds will be payable to you by cheque four working days after your transaction has settled. From your net free proceeds the sum of **£500 shall be retained** pending satisfactory confirmation that there is no further sums due in respect of your transaction. **This will normally be returned to you within one month.**

### 9. Change of address

**Once missives are concluded**, you can finalise arrangements for removers and contact utility companies allowing them to take final meter readings. You should cancel all existing contracts for your sky, TV, internet etc. Don't forget to let everyone know that you are moving – such as the bank, your employer, family and friends. You will also need to update your driving licence if you are moving to a new permanent address to avoid a £1000 DVLA fine.

## NOW MAKE A WILL TO PROTECT EVERYTHING THAT MATTERS TO YOU.

Now your personal circumstances have changed we strongly encourage you to update your Will. You can download our useful [questionnaire](#) from our website. This will help you to carefully consider what you would like to happen to the people and things you care most about (such as your money, property and possessions) when you die. Once you are settled and have time to meet with our Private Client team please call for an appointment 01698 283 265 or 0141 374 2121 or email [info@scullionlaw.com](mailto:info@scullionlaw.com). We can meet you at home or at our offices in Glasgow Saltmarket, West End or in Hamilton. Whatever is most convenient for you.



### Testimonials from satisfied clients



"My husband and I would like to thank the team at **Scullion LAW** for making our house purchase such an enjoyable and easy process. The level of service was outstanding, they answered all our (many, many) questions promptly and kept us up to date regularly on what was happening. Buying & selling is a stressful process so we were delighted to put our trust in Scullion. Would recommend them to others". **G Muir**

“Recently moved house and **Scullion LAW** were great. We couldn't have received a more efficient and professional service. Nothing was a problem and we were always kept up to date as the moving date came closer. We are now in the process of using this firm to update our Will and create a Power of Attorney. They are always there when we need them” **Jen Ralph**

“...your assistance and professionalism in respect of managing the sale of our former property in Scotland was exceptional. You were a pleasure to deal with. Your preparation was meticulous and you managed our expectations brilliantly, delivering on realistic commitments at all times with a cool head and with a little touch of humour appropriately thrown into the mix on occasion”. **J Clerkin.**

“I would like to take this opportunity to thank you for the upmost professional service you provided me with during the sale of my flat. I would definitely recommend **Scullion LAW** to my friends and family in the future and I myself would not hesitate to return”. **Mark C.**

“I thought you were great. House selling is always fraught with difficulty so from my end it went as well as it could. I have to say, you are great at returning calls/ taking calls. My biggest gripe with house selling previously was never being able to speak to my lawyer and having to speak more to the secretaries. If you keep that up I am sure you will never have unhappy clients”. **J. Deane.**

“... it's all been as busy as expected but all very worth it. I'm now in and meeting new neighbour's and it's a great move. In terms of your assistance and work for me, I am nothing but delighted. You kept me informed, communicated essential aspects of the transaction in an easily understood way and it felt like you worked hard to meet my deadlines and answer my concerns. Thank you again for working on my behalf. Lastly, I attach a picture of the puppy, Walter...thanks for all your help” **Wendy**



**If you are happy with our service please review us on Facebook & Google.**

**Thank you for trusting in Scullion LAW.**

**#ScullionLAW @ScullionLAW**