

Introduction

1. The Moving Hub referred to herein as “The Company” is a Conveyancing network
2. The Company uses its scale and purchasing power to procure conveyancing and associated services for Clients at discounted rates from a select panel of Conveyancing firms and other service providers
3. The “Client” referred to herein is the person or entity who engages the services of The Company
4. The “Other Party” referred to herein, is the person or entity with whom the Client has transacted to purchase or sell a property

Quotations

5. Conveyancing quotations issued by The Company:
 - a. are valid for properties based in England and Wales only
 - b. are entirely dependent upon the information provided at the time of quoting, being correct and complete
 - c. are prepared in good faith and as accurately as reasonably possible
 - d. are open for acceptance for 14 days from date of first issue or until cancelled by The Company
 - e. cannot anticipate and therefore will not include:
 - i. additional disbursements, or any variations to quoted disbursements, such as an increase in Stamp Duty Land Tax, that may occur between the quotation date and date of completion
 - ii. fees for unknown additional work such as attending to first registrations, removal of restrictions or dealing with management companies
 - f. are subject to acceptance and review by the assigned Conveyancing firm, after the instruction is issued
6. Should information come to the attention of the Conveyancing Firm which necessitates a change to the quoted fees or disbursements, then and in such event:
 - a. the client will be advised of the additional costs to be incurred, together with reasons therefor, by the Conveyancing Firm, and
 - b. subject to the cancellation terms set out below, the client may, within 7 days of such advice, cancel the instruction by notice in writing to The Company, failing which, the additional costs shall be deemed to have been accepted by the client

Searches

7. The Company works alongside appointed Conveyancing and Solicitor firms to procure searches as part of its services on all purchase transactions
8. Since The Company cannot predict the nature and extent of searches that will be required by lenders or Conveyancing firms, a Local Authority search is included in all purchase quotations as a minimum requirement
9. If required, further and more extensive searches will incur additional charges not included in the quotation
10. It is particularly common for lenders and/or Conveyancers to require environmental and drainage searches in addition to Local Authority searches
11. The Client will purchase all searches from The Company
12. Searches are property specific, are ordered electronically from the supplier immediately upon receipt of payment, and are accordingly non-refundable if cancelled for any reason.

Payments

13. The Initial Payment for a conveyancing transaction, paid to The Company upon instruction, includes the following charges:
 - a. a non-refundable File Opening Fee of £75 including VAT for work done immediately upon receipt of instructions, including setting up data files, initiating ID and AML checks, and issuing instructions to the appointed Conveyancing firm, plus
 - b. the cost of the on-line biometric identification and anti-money laundering checks, plus
 - c. charges for further related work and support, depending upon the nature of the transaction and instructions received
14. Once property search requirements are known, The Company will provide clients with a payment link to order and pay for searches
15. The balance of quoted fees and disbursement will be payable to the Conveyancing firm as follows:
 - a. an upfront payment may be requested depending upon the transaction and the conveyancing firm appointed, and
 - b. a final payment payable before completion, or upon cancellation of the transaction, as the case may be

Cancellations and refunds

16. Either party shall be entitled to cancel the instruction with immediate effect
17. Notwithstanding anything to the contrary contained herein or otherwise stated or implied:
 - a. should a conveyancing instruction be cancelled within 14 days from date of instruction, then and in such event, the client shall be entitled:
 - i. to a refund of the Initial Payment, save and except for the non-refundable File Opening Fee of £75, and the costs of the ID and AML checks, where such checks have been initiated or completed, or
 - ii. after deduction of the costs incurred for ID and AML checks, to retain the balance of the Initial Payment on file with The Company, to be used within 24 months as a credit towards the Initial Payment due on a future dated transaction by The Client
 - b. should a conveyancing instruction be cancelled after 14 days has elapsed from date of instruction:
 - i. the client shall not be entitled to a refund of the Initial Payment, nor any portion thereof, however
 - ii. after deduction of the costs incurred for ID and AML checks, the client may elect to retain the balance of the Initial Payment on file with The Company, to be used within 24 months as a credit towards the Initial Payment due on a future dated transaction by The Client
18. if a client is rude or abusive to an employee of The Company, the Conveyancing Firm, or any other service provider, the client shall forfeit the right to any refund or retention of monies towards a future dated transaction
19. Monies paid for searches are not refundable
20. Without exception, any refund paid to clients by The Company will be in full and final settlement of all and any claims against The Company or assigned Conveyancing firm

No Fault No Legal Fee Undertaking

21. Should a transaction be cancelled prior to the exchange of contracts at the instance of the Other Party or as a result of the conduct of the Other Party or its representative, the client's liability to the Conveyancing Firm shall be limited to disbursements incurred by the Conveyancing firm
22. Should a transaction be cancelled prior to the exchange of contracts at the instance of the Client, or as a result of the conduct of the Client or its representative, the client shall be liable to the Conveyancing Firm for:
 - a. all disbursements incurred by the Conveyancing firm, plus
 - b. a fixed fee of £150 plus VAT, in lieu of that portion of the quotation comprising legal fees due to the Conveyancing firm

Surveys

23. The costs associated with taking instructions, opening a file and procuring a property survey are incurred immediately upon receipt of instructions.
24. Notwithstanding anything to the contrary contained herein or otherwise stated, fees and disbursements charged by The Company for procuring surveys are non-refundable

Limitation of liability

25. The Company shall not be liable for any additional fees or charges incurred by the client to complete a transaction
26. The Company shall be liable for any damages of whatsoever nature which may be suffered by the client
27. Without detracting from the generality of the above, liability of The Company shall never exceed the Initial Payment paid by the client

Additional costs explained

28. There are many variables relating to a property, its location, the environment, the lender or other party to the transaction that can complicate a "simple transaction" and warrant unanticipated additional work by a Conveyancer
29. Additional work may incur additional fees which will only be quantifiable by the assigned Conveyancer once the extent of additional work is determined, at which point, The Client will be advised as set out in 6 above

Compliance

30. All solicitors and Conveyancers introduced by The Company and/or its partner companies are regulated by either the Solicitor Regulatory Authority (SRA) or the Council for Licensed Conveyancers (CLC), as the case may be.