

Advice for Conveyancing Clients

There is currently a large amount of uncertainty surrounding the Coronavirus pandemic and we will continue to do our best to address any concerns and questions you will inevitably have regarding exchange and completion.

The Law Society has now published guidance in relation to Covid 19:

<https://www.lawsociety.org.uk/support-services/advice/articles/covid-19-and-residential-conveyancing-transactions/>

It is important to bear in mind that any party in a transaction could become affected by the virus between exchange and completion and this could result in one or more parties being unable to perform their obligations on completion and complete the contract. It is also important to bear in mind that the Government may impose measures on the public which could render completion on a particular date difficult or impossible. As a firm, Herrington Carmichael have already implemented measures to ensure that enough members of staff can work remotely to enable transactions to proceed without delays.

There are currently no new conveyancing procedures available to deal with the Corona Virus and the terms of your contract will continue to prevail.

It is important to note that legally, if completion does not take place on the day agreed, notice (or special notice if the property is new build) will be served and this provides for a further 10 working days in which to complete. If the 10 working days lapse and completion still hasn't taken place, the contract could be rescinded by the seller and the buyer would forfeit their deposit if they are the defaulting party or the seller could be liable in damages for things like removal van costs, mortgage interest etc (to the buyer and the rest of the chain) if they are in default.

By way of an example, if you have exchanged contracts on your purchase and completion is in 2 weeks' time but you have to self-isolate and become unable to meet the completion date, notice to complete may be served on you. This gives you 10 working days to complete and if you still cannot complete – you would be the defaulting party, may forfeit your deposit and the contract will come to an end.

We would strongly encourage that you discuss with your estate agents or developers' site offices what measures they are putting in place in relation to the virus.

Of course, we will continue to monitor the situation, follow the Government and the Law Society's advice and update any information as the same becomes available. Our offices remain open as usual and for now, we are all doing our best to continue with 'business as usual'.

