



Second Search Promise to you.

When you purchase a house, part of the transaction will involve your solicitor carrying out legal search enquiries.

These include Local Authority, Water and Drainage and Environmental searches and are designed to discover additional information about the property that isn't often obvious. Once your solicitor is instructed, you will receive a Second Search Promise.

The Second Search Promise is brought to you through the award-winning system that we use for conveyancing.

What is a Second Search Promise?

We understand that buying a house can be one of the most challenging times, especially if your purchase transaction falls through. The Second Search Promise was designed to make situations like this more bearable.

If you are in the process of purchasing a house within England/Wales and the transaction falls through for reasons outside of your control after your searches have been carried out, all searches (that are usually required for a purchase transaction) on your next house are **free of charge**.

What are the conditions?

- You must come back to this firm to instruct your next case.
- Your second set of searches must be ordered within 6 months of the original purchase instruction date.
- You can only benefit from the Search Promise once.

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Circumstances under which you can benefit from a second search pack:

- The property is withdrawn from sale by the seller due to them or another person selling the property with them, dying or contracting a critical illness;
- you or the person purchasing with you, dies or contracts a critical illness, sustains a serious injury, are given notice of redundancy or are given notification of relocation;
- the seller receives and accepts an offer from a third party, which is a minimum of 5% greater than the offer previously accepted from you and you are not prepared to increase your offer;
- a survey/valuation is carried out which reveals defects that are serious and/or need to be repaired, replaced or investigated urgently, the cost of which exceeds 5% of the sum you have offered and you consequently decide not to proceed;
- a survey/valuation is carried out and the property shows signs of subsidence and you consequently decide not to proceed;
- the initial mortgage lender's valuation of the property is less than 85% of the sum you have offered for the property and which has been accepted and you consequently decide not to proceed;
- prior to the releasing of funds the mortgage lender insists on rectification work being carried out to the property, the cost of which exceeds 5% of the sum you have offered and which has been accepted and you consequently decide not to proceed;
- the mortgage lender applies a retention on the loan for the property and this figure exceeds 5% of the sum you have offered for the property and which has been accepted and you consequently decide not to proceed;
- a search highlights the fact that there is a defect in the title and this cannot be rectified and you consequently decide not to proceed;
- the property sustains damage during the period between offer and exchange of contracts where the total cost of rectification work exceeds 5% of the property value and you consequently decide not to proceed; and/or
- the seller is not legally entitled to sell the property or to transfer an interest in the property to you for reasons other than those above.

Circumstances where you will not receive a second search pack:

- If one of the aforementioned events happened before the solicitor is instructed;
- the reason the purchase transaction aborts arose before you signed and returned your instruction letter to your solicitor;
- you have outstanding amounts due to your solicitor (e.g. property searches that have not been paid for by the due date);
- the purchase is subject to a contract race (this is where a seller has received and accepted two or more offers on a property and will sell to the party who is ready to exchange contracts first);
- the purchase is subject to sealed bids (this is where more than one person wants to purchase the property and all prospective purchasers are given a chance to put in a confidential maximum bid and all bids are opened at a set date and time with the winner often being the best in both price and the ability to proceed);
- you deliberately and/or knowingly cause a delay or use unreasonable behaviour that results in the failed purchase;
- you are aware of a previous survey having been carried out to the property that may give cause for the purchase to fail;
- you are aware, before signing and returning your instruction letter, of any circumstances which could lead to the failure of the mortgage completing;
- you can be reimbursed by your employer or obtain a refund from the lender or your solicitor; and/or
- in the case of unemployment you are self-employed, you have taken voluntary redundancy or you are a company director or partner of the company giving notice of redundancy.