



## **Effect of COVID 19 on conveyancing transactions**

At the time of writing this note there is still some uncertainty in relation to the spread of the virus and the steps the Government will eventually take with regards to relation to the pandemic, bearing in mind the above. Therefore, due to this dynamic situation and government advice changing, this note may be subject to change and we will do our best to keep this guidance updated. We have provided this guidance on the basis of some questions that may be raised by you in relation to your transaction.

### **What happens if the person dealing with my matter at Massers has to self-isolate?**

We have a business continuity plan and are working on the contingency actions that we hope will minimise the disruption if this was to occur. However, we cannot guarantee that there will not be some detrimental effect on the progress of your matter as we move to working from home or having to cover for a person illness. In addition, there may be delays where the other party's solicitors are affected by the virus. We would ask that you bear with us as much as possible at this difficult time and we will try to keep you as up to date as possible.

### **What happens if I or the other party have to self-isolate or fall ill during negotiations?**

You must tell us immediately, if you have to self-isolate or fall ill with the virus. This is particularly so if you have been in personal contact with any member of our staff or have any upcoming face to face meetings with Massers

There will be a decision that will need to be made as to whether you continue with the transaction or postpone. If you feel that you will not be able to fulfill any contract in relation to the sale or purchase of your home then we will advise that you should not enter into the contract. However, this is your decision, taking into account governmental guidelines at the time and you should keep yourself up to date with those guidelines.

It may be that a certain number of transactions will prove to be abortive due to parties feeling that the risk is too high or that they become ill or have to self-isolate.

**What happens if I have exchanged contracts on the sale or purchase of the Property and I have to self-isolate or fall ill prior to completion (moving day)?**

Unfortunately, you will have entered into a contract and are bound to carry out the terms of that contract. At the time of writing this advice, we do not believe that the effects of COVID 19 will excuse a party from having to comply with the terms of the contract. Therefore, you will still be obliged to move on the completion day notwithstanding any recommendations.

This will apply evenly to the other party and you will be able to insist on the contract being fulfilled. However, please note that you will not be able to refuse to complete just on the basis that the Seller has contracted the virus and you are concerned that the Property may be contaminated by the virus.

It may be that negotiations will occur to delay completion in such circumstances but we cannot guarantee that these will be successful. In addition, we expect that parties may try to argue that the Property is not in the same condition as at exchange or that virus creates an event that means that they will not have to complete but we believe that this will fail at present. However, it may be that you will be issued with a notice to complete so that you have to complete within 10 working days or the contract will be rescinded.

However, if you refuse to complete or are unable to complete then this will result in a claim for breach of contract being made by the other party. If you are purchasing then there is a loss of the deposit and claims for breaches of damages. Delayed completions will result in claims for interest.

**Are there likely to be delays in the process?**

As yet we do not know but there is a potential that if significant parts of the legal profession or others involved the home moving market (including lenders) have large numbers of employees off sick that there may be disruption as people struggle to cope with the amount of work. However, we will do everything we can to ensure that this is kept to a minimum.

Please be as patient as you can as we are all facing unprecedented times and an evolving issue.

**Should I continue with my purchase or sale?**

I am afraid that this is not a decision we can make on your behalf and will be your decision alone based on the risks that you perceive at the time. We hope that society as a whole will be tolerant of issues and delays and that most transactions will be unaffected.

Please note that we will not express any view on the likely effect of the economic uncertainty on the value of Property. Nor will we be offering any advice on the effects of COVID-19 other than the guidance issued by the UK government.