



At their recent meeting the Conveyancing Committee considered a number of applications received from practitioners seeking the permission of the Law Society to input the new General Conditions of Sale in their entirety on to their WP or computer data bases for general use by their offices in conveyancing transactions.

Having considered the matter at length, the committee unanimously decided to recommend that the Law Society should not grant its consent to such applications as it considered that the adoption of such practice would place an unnecessary additional burden on other solicitors who would be required to ensure that the reproduced copies of the Contract would replicate in all respects the standard printed General Conditions of Sale. Furthermore, it was the unanimous view of the committee that the use of the new form of contract as produced by WPs would add significantly to their bulk with little or no saving in financial costs to practitioners adopting this practice.

The committee is satisfied that the universal use by the professional of the new contract in its standard printed form will be in the best interests of practitioners as it will lead to an overall standardised procedure being adopted by the profession in conveyancing matters.

The committee is aware of the existing widespread practice of the first four pages of the contract being placed on WP data bases. The committee accepts the practical benefits of this practice and approves of the practice provided that the General Conditions of Sale in their entirety are appended to the first four pages of contract.

In this regard, the committee emphatically repeats the recommendation expressed in clear terms both in the letter to the profession from the Chairman on the launch of the new contract and also in the explanatory memorandum accompanying the new contract that the new form of contract in its entirety be used by practitioners.

The committee requests that in their own interests practitioners accept and put into practice the committee's recommendation in this matter.

NOTE: There is a recommendation within the marginal note to General Condition 36 that certain matters be dealt with expressly by Special Condition. Practitioners are reminded that a corresponding recommendation extends to issues arising under any of the General Conditions, including, inter alia, points of difficulty or doubt on warranties or compliance or as to the existence or nature of conditions referred to in General Condition 36 itself. In the latter connection the committee considers it important for an intending Vendor, prior to contract, to put the prospective Purchaser in possession of all material information in the spheres of Planning, Building Control and kindred legislation, and that any inability to fulfil the requirements of General Condition 36 be dealt with through the medium of Special Condition.

GENERAL CONDITIONS OF SALE