



**I**t has come to the attention of the committee that a lot of unnecessary pressure and aggravation is caused to colleagues by completion dates which are too short and unreasonable being included in contracts for sale.

It is the view of the committee that in usual circumstances a reasonable completion or closing date would be five weeks from the date of the contract for sale.

## CONTRACT CLOSING DATES

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**I**t has come to the notice of the Committee that some practitioners have attempted to exclude the Law Society General Conditions of Sale where reliance is placed upon a Building Agreement solely, incorporating some Special Conditions dealing with title. Practitioners are reminded that the format of the Certificate of Title clearly expresses that the **"purchase was effected on foot of the current Law Society's Conditions of Sale and/or Building Agreement"**. The Committee is of the view that to preclude any such conditions en bloc would prevent the purchaser's solicitor giving a certificate of title.

The Committee is further of the view that it is not correct to state that the Law Society form of Conditions of Sale was never intended for use in relation to new houses in the course of construction where a Building Agreement has been entered into. Practitioners are therefore forewarned to be very careful about accepting any condition in the Building Agreement which expressly or by implication excludes the Law Society General Conditions of Sale.

For the avoidance of doubt the committee confirms that the use of the wording "Conditions of Sale and/or Building Agreement" in the certificate of title documentation was intended to mean that the Conditions of Sale are required in relation to the purchase of a second hand property and both the Conditions of Sale and Building Agreement are required in relation to the purchase of a newly constructed property or property in the course of construction.

## LAW SOCIETY GENERAL CONDITIONS OF SALE / BUILDING AGREEMENT

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