Sharpwell
PROPERTY LAW

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Sharpwell Funds Ready Consultation

Service Terms & Conditions

1. Nature and scope of the service

1.1. The Sharpwell Funds Ready consultation is a fixed-fee, preliminary consultation designed to help clients understand the source-of-funds and source-of-wealth evidence that may be required when using funds originating from, held in, or transferred through overseas jurisdictions to purchase property in the United Kingdom.

1.2. The service comprises:

- One 60-minute online consultation with a compliance specialist to review your proposed funding arrangements.
- Review of overseas funding sources: discuss all available sources of non-UK funds and identify the most suitable and readily verifiable source.
- Supporting document requirements: identify the documents needed to evidence and verify the agreed source of funds.
- Alternative evidence options: explore acceptable alternative supporting documents where the preferred evidence is unavailable.
- Recommended next steps: advise on the most appropriate route to full compliance (based on the above, explain which service will be most appropriate to prepare the client for conveyancing: Sharpwell Funds Verified or Sharpwell Funds & Wealth.)
- Written Sharpwell Funds Ready Recommendations: receive a personalised summary of the funding sources discussed, recommended evidence, alternative documentation options and next steps.

1.3. The consultation is an initial guidance and planning service. It is not a full legal or regulatory assessment of the proposed transaction or the compliance of the funds.

2. Exclusions and limitations

2.1. The consultation does not include:

- Examination, verification, authentication or approval of supporting documents.
- Independent investigation of the origin, legitimacy or ownership of funds.
- Formal source-of-funds or source-of-wealth verification.
- Transaction-specific anti-money laundering clearance or certification.
- Sanctions screening or enhanced due diligence, except for any checks Sharpwell Property Law is independently required to undertake.
- Preparation of a formal compliance report, legal opinion or certificate.

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- Communication or negotiation with banks, conveyancers, lenders, estate agents or other third parties.
- Tax, financial, investment or legal advice.
- Preparation, submission or management of applications or documents for the client's property transaction.

2.2. No documents will be reviewed as part of this service. Any documents provided voluntarily may be retained or processed in accordance with our applicable policies but will not be treated as having been examined, verified or approved.

2.3. Any guidance provided is based on the client's description of their circumstances and on the information available at the time of the consultation.

3. Client information and responsibilities

3.1. The client is responsible for providing accurate, complete and up-to-date information about the proposed funding arrangements, including the original sources of funds, relevant jurisdictions, ownership structures, third-party contributions and anticipated transfer routes.

3.2. The client acknowledges that incomplete, inaccurate, misleading or subsequently changed information may materially affect the usefulness of the guidance and recommendations provided.

3.3. Sharpwell Property Law is entitled to rely on the information provided for the limited purpose of this preliminary consultation without independently verifying its accuracy, except where applicable law or professional obligations require otherwise.

3.4. The client must not treat any preliminary guidance as confirmation that funds are legitimate, compliant, acceptable or suitable for use in a particular transaction.

4. Sharpwell Funds Ready Recommendations

4.1. Following the consultation, Sharpwell Property Law will prepare a written action summary based on the information discussed.

4.2. The summary will ordinarily include:

- The funding route as described by the client, including sources, jurisdictions and proposed transfers.
- The supporting evidence likely to be required.
- Potential gaps, risks or areas requiring further investigation.
- A recommendation regarding whether further assistance appears necessary and, where relevant, which additional service may be suitable.
- Suggested next steps and instructions for obtaining further assistance.

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4.3. We aim to issue the Sharpwell Funds Ready Recommendations within 48 hours of the completed consultation, excluding weekends and bank holidays. This timescale is a service target and is not guaranteed where further clarification, internal review, regulatory checks or circumstances beyond our reasonable control prevent delivery.

4.4. The written summary is a preliminary planning document only. It does not constitute a formal compliance determination, approval of funds or confirmation that any third party will accept the proposed evidence or funding arrangements.

4.5. The summary is prepared solely for the client's personal use in understanding the next steps. It must not be represented to any third party as a source-of-funds approval, compliance certificate or independent verification report.

5. No guarantee of acceptance or transaction outcome

5.1. Source-of-funds and anti-money laundering requirements may vary between conveyancers, lenders, financial institutions and other regulated parties.

5.2. Each relevant professional or institution is responsible for conducting its own checks and making its own decisions in accordance with its legal, regulatory and internal requirements.

5.3. Sharpwell Property Law does not guarantee that:

- The client's funds or supporting documents will be accepted by any third party.
- Any particular evidence will be sufficient for a proposed transaction.
- Further investigations, documentation or explanations will not be required.
- The proposed property transaction will proceed, complete or avoid delay.
- A particular compliance outcome will be achieved.

5.4. A recommendation that no further work is currently indicated does not constitute confirmation that the client's funds are compliant or that additional checks will not subsequently be required.

6. Fees and additional services

6.1. The fee for the Sharpwell Funds Ready Consultation is £195 inclusive of VAT at the applicable rate.

6.2. The fee covers only the consultation and written action summary described in these terms.

6.3. The consultation fee is not credited against, deducted from or refunded as part of any subsequent service.

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6.4. Any further investigation, document review, compliance assessment, reporting, correspondence or other work is outside this service and will require a separately agreed scope of services and quotation, with separate written terms where applicable.

6.5. Sharpwell Property Law is under no obligation to accept instructions for additional work and reserves the right to decline further instructions where appropriate, including for legal, regulatory, professional or risk-management reasons.

7. Booking, Cancellation and Consumer Rights

7.1. By booking and paying for the service, the client accepts these Terms & Conditions and agrees to the consultation taking place at the scheduled time, subject to availability and required regulatory checks.

7.2. Where the consultation falls within the statutory 14-day cooling-off period, the client expressly requests that the service commence during that period and acknowledges that their right to cancel will be lost once the service has been fully performed, including delivery of the written action summary.

7.3. If the client cancels during the cooling-off period before the service is fully performed, statutory cancellation rights apply. Where services have commenced with the client's express request, Sharpwell may charge proportionately for work completed, as permitted by law.

7.4. All bookings and cancellations are subject to applicable consumer protection legislation and these Terms and Conditions.

8. Regulatory and professional obligations

8.1. The provision of the consultation and any subsequent services is subject to Sharpwell Property Law's legal, regulatory and professional obligations, including applicable anti-money laundering, counter-terrorist financing, sanctions and client due diligence requirements.

8.2. Sharpwell Property Law may request identification, verification information, or other information before or during provision of the service where required.

8.3. Sharpwell Property Law may decline, suspend or terminate the service where required or permitted by applicable law, regulation or professional obligations, or where it cannot obtain information reasonably required to proceed.

8.4. Nothing in these terms requires Sharpwell Property Law to disclose information where disclosure is prohibited by law, including restrictions relating to suspicious activity reporting.

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9. Reliance, confidentiality and data protection

9.1. The consultation and the Sharpwell Funds Ready Recommendations are provided exclusively for the benefit of the client booking the service.

9.2. No third party is entitled to rely on the consultation, its contents or the written action summary without Sharpwell Property Law's prior written agreement.

9.3. The client may share the summary with their professional advisers for information and planning purposes, provided it is not presented as independent verification or formal compliance approval.

9.4. Sharpwell Property Law will handle client information in accordance with its professional confidentiality obligations, applicable data protection legislation and privacy notice, subject to lawful disclosure requirements.

10. Liability

10.1. Sharpwell Property Law will provide the service with reasonable care and skill and in accordance with its applicable professional obligations.

10.2. Sharpwell Property Law is not responsible for decisions made by third parties, changes in third-party requirements, or adverse outcomes caused by inaccurate or incomplete information supplied by the client, except to the extent that liability arises from Sharpwell Property Law's own breach of duty.

10.3. The client acknowledges that the service is limited in scope and that no independent document review or verification is undertaken as part of the consultation.

10.4. Any limitation of liability is subject to applicable law and professional indemnity requirements. Nothing in these Terms and Conditions excludes or restricts liability where doing so would be unlawful, including liability for fraud or fraudulent misrepresentation.

11. Complaints

11.1. Clients may raise concerns or complaints in accordance with Sharpwell Property Law's complaints procedure, details of which will be made available upon request.

11.2. Nothing in these terms affects any applicable right to refer a complaint to the Legal Ombudsman or to raise regulatory concerns with the Solicitors Regulation Authority.

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12. Governing law and entire agreement

12.1. These service-specific terms are governed by the law of England and Wales, subject to any mandatory consumer protections that apply.

12.2. The Sharpwell Funds Ready consultation is provided in accordance with and subject to these Terms and Conditions. These Terms and Conditions constitute the entire agreement between the client and Sharpwell Property Law in relation to the Sharpwell Funds Ready consultation and supersede all prior or contemporaneous agreements, discussions, representations and correspondence, whether written or oral, concerning that service. Nothing in this clause excludes liability for fraud or fraudulent misrepresentation or limits any rights that cannot lawfully be excluded. Any subsequent services must be separately agreed in writing.

12.3. No wider retainer or obligation to advise on the client's property transaction, tax affairs, foreign-law position or other legal matters arises solely from the purchase of this consultation.

13. Anonymised case study use

13.1. By booking and paying for the Sharpwell Funds Ready Consultation, the client agrees that Sharpwell Property Law may use information supplied by the client and matters discussed during the consultation to prepare and publish case studies, educational materials and related marketing content, strictly on an anonymous, no-name basis.

13.2. Sharpwell Property Law will not identify the client by name or publish contact details, property addresses, transaction identifiers or other information reasonably likely, alone or in combination, to identify the client. Details will be omitted, generalised or altered as necessary to protect anonymity, without materially misrepresenting the underlying issues.

13.3. This permission does not authorise disclosure contrary to applicable law, professional confidentiality obligations or data protection requirements. Where effective anonymisation cannot reasonably be achieved, the relevant material will not be used without separate express consent.

14. Prohibition on recording

14.1. The client and any person attending on the client’s behalf must not make, attempt to make, or permit any audio, voice, video, screen or other recording of the consultation, whether by device, software, automated meeting assistant or otherwise, without Sharpwell Property Law’s prior express written consent.

14.2. Sharpwell Property Law may require any unauthorised recording to cease immediately and may suspend or terminate the consultation if this prohibition is breached, subject to applicable law and the client’s statutory rights.