

## *Delayed Settlement*

What are my rights if the settlement is delayed?

The standard contract of sale provides for a 42 days settlement. Most settlements settled one week earlier. This is done by mutual negotiation and agreement

Often, the agent will say that they want an early settlement, is this wise thing to do?

On the surface, it might sound like a brilliant idea. But in reality, it is not possible. It is absolutely not a wise idea. You see, the banks' solicitors are "faceless" people and they will make it difficult for anyone to settle earlier than the 42 days. Anything less than 42 days, the chances of making mistakes with your paper work is extremely high.

Why is it that the agent says that settlement says within 14 days is possible?

When the agent is interfering with the normal conveyancing process, it is a sign of unprofessionalism or that the agent is in financial problems himself as he is pushing settlement to be early so that he can get his hand on the commission earlier.

Common Delay reasons

The first and common reason for the delay is because of banks' solicitors. They are the faceless "emperors".

***When acting for a buyer***, whilst the banks will put up a front to give you the best customer experience and will promise you a quick settlement, in reality, the banks' solicitor will not entertain this idea. They can get away with this as they are "faceless" and by nature, hard to co-operate with.

In the reality is: banks' solicitor will dictate when you can settle and everyone must work around him

But don't worry; we are always on the phone to them to push for an early settlement.

***When acting for a sale matter***, the banks are notorious in delaying the discharge. They are slow to work out the final amount that you have to pay them.

But don't worry; we have a system in place to solve this type of delaying tactics.

What does the law say if the vendor delays settlement?

By rights, the vendor can delay settlement up to 2 weeks. However, if you want to exercise this right, it is courteous to let the purchaser know in advance so that they can be prepared in advance. We suggest that, if you have to delay, use this right but please do not delay it by more than 7 days. If you delay to the last day, it can be dangerous because if any

complication arises and you go outside the 14 days, the purchaser can terminate and sue you in court for any loss or damages.

If any delay or likelihood of a delay that will come up, will you let us know?

We absolutely will and we will try to find the best solution to resolve any delay matter for you. We work on the philosophy that all parties should have a win-win outcome and not a win-loss, or a loss-loss outcome.