

**DEVON & SOMERSET
LAW SOCIETY**
Property Lawyers Bulletin
Autumn 2026



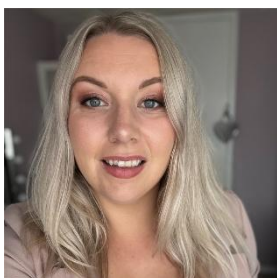
**DEVON & SOMERSET
LAW SOCIETY**

**Supporting Property Lawyers
across Devon and Somerset**

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INTRODUCTION



Cheryl Bolt, Chair,
DASLS Property &
Private Client Committee

Welcome to the Autumn 2026 Property Lawyers Bulletin.

It has certainly been another challenging year for property lawyers. Whilst transaction volumes and activity levels continue to vary across the region, the issues facing practitioners seem to be becoming more complex with each passing year. Whether it is increasingly detailed source of funds investigations, evolving regulatory requirements, the growing use of AI, cyber security concerns or simply managing client expectations in a changing market, there is certainly no shortage of matters competing for our attention.

This edition brings together a range of practical and thought-provoking articles covering many of the issues currently affecting property practice. From risk management and title indemnity claims to rights of light, cyber fraud, AI and proposed reforms to the home buying and selling process, the common theme is that property lawyers are being asked to do more than ever before, whilst continuing to manage risk and guide clients through increasingly complex transactions.

As Chair of the Devon & Somerset Law Society Property and Private Client Committee, I also wanted to encourage more property practitioners to get involved with the Committee. One of the most valuable aspects of our meetings is the opportunity to hear what others across the region are experiencing in practice and to discuss the issues affecting us all. Recent discussions have included source of funds challenges, changing lender requirements, law firm failures, market conditions and the practical impact of ongoing regulatory change.

The Committee is open to anyone working in property law, whether you are newly qualified, an experienced fee earner or somewhere in between. It is a friendly and informal forum where members can share experiences, discuss common issues and help ensure that the views of property practitioners across Devon and Somerset are heard. As many of the challenges discussed in this bulletin demonstrate, there is real value in understanding how others are approaching the issues we all face in practice.

My thanks to all of the contributors who have made this edition possible, and to the Devon & Somerset Law Society for continuing to support property lawyers across the region. I hope you enjoy the bulletin and find it a useful resource over the months ahead.

Autumn 2026 Training for Property Lawyers

October 2026

20 - [Reporting to the Lender and other Hot Mortgage Issues](#) with Richard Snape

20 - [Residential Conveyancing Update](#) with Richard Snape

21 - [Sustainability Conference](#)

November 2026

3&4 - [Residential Conveyancing for Support Staff & Paralegals](#) (2 days)
with Ian Quayle

24 - [Property Conference](#) in partnership with Ian Quayle

December 2026

1 - [WEBINAR Adverse Possession & Other Boundary Issues](#) (1 HOUR) with Richard Snape

January 2027

19 - [Restrictive Covenants & Rights of Light](#) with Serle Court Chambers AM



Risks for Conveyancers 2026 and Beyond

Co-authored by



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Jacobson**



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UNCOMMONLY INDEPENDENT

Introduction

Whether you are a residential conveyancer or a lawyer specialising in commercial property transactions, you would be forgiven not to take a deep sigh at the areas of ever emerging risks you face in your day to day role. The impact of AI, regulatory supervision changes, operational challenges and the ever present spectre of property fraud no doubt remain at the forefront of your mind, not least given the amount of legal media commentary on the same and which dominate the headlines.

However, in this article, we want to concentrate on how risks arise in some of the usual transactions that you may routinely undertake and how the same may be successfully mitigated in the future. Below, we set out three different case studies which seek to outline what we mean.

Case study one – spot the nature of the transaction

Sometimes what appears as a straightforward conveyance could in fact have a factual matrix that should cause you to pause for thought.

The facts of this case study relate to a client purchasing a leasehold luxury villa at a holiday resort development on the coast which eventually was to be home to a substantive number of luxury holiday villas. The client was attracted by marketing presenting the purchase as a low risk investment with a guaranteed 15% rental return, managed by the developer. The villa had not yet been constructed and so payments were to be made in stages as the build progressed. Payments of around £300,000 were made with a further £400,000 still owing when the developer collapsed into administration. The client's villa was half built, exposed to the strong coastal winds and located in a partially built site. In other words, the client had very little to show for a significant upfront spend of £300,000.

The client looked around at who to blame and first in the line of was, of course, the conveyancer who acted on the purchase. The client alleged the conveyancer

ought to have advised prior to purchase of the risks presented by the transaction and in particular, the risk relating to the developer's ultimate insolvency.

The conveyancer in this scenario had treated this transaction as a common residential purchase transaction. However, it was not and it was something different. It was a buyer led financing of a development. If that had been appreciated at the outset of the transaction, the conveyancer may well then have been alive to the relevant SRA Warning Notice that relates to investment schemes and buyer funded schemes in particular.

Further, there were 'red flags' here which presented pitfalls for the conveyancer. There was an extremely high upfront premium for the client to pay; high advertised investment returns; an unfamiliar, unknown developer and ultimately, overall, a deal that was too good to be true.

If the conveyancer had been 'alive' to the presented risks and paused for further enquiry, the developer's publicly available accounts may have been obtained. Those would have shown the conveyancer that the developer was balance sheet insolvent prior to purchase.

Should the client have carried out their own due diligence to have discovered the precarious financial position of the developer and if not, how might the Court approach the duty of the conveyance presented with these facts? Unfortunately, the real risk here is that the Court may well hold it was incumbent on the conveyancer to spot the red flags in this scenario and as such, liability rests firmly at their door. It is a reminder that conveyancing is not simply a processing transaction but one which carries real advisory responsibility.

Risk management and compliance considerations

For law firms, the key lesson is the importance of matter triage at file opening. Conveyancing teams should have a clear, documented process for identifying transactions that fall outside the ordinary residential or commercial property profile, including buyer-funded developments, high-return investment features, overseas or unfamiliar developers, unusually high deposits, staged payments and arrangements where client money is being used to fund construction. Those indicators should trigger escalation to a supervising partner, COLP or risk team before exchange, with a clear record of the decision to proceed and the advice given to the client. These elements or red flags may fall outside a law firms risk appetite and firms may decide not to take on such matters, this should also be documented as this illustrates and evidences a firms control of risk.

Good legal sector compliance practice also requires the firm to evidence its risk assessment, retain due diligence material and define the scope of the retainer in client care correspondence. Where a transaction has investment characteristics, the file should show consideration of relevant SRA warning notices, AML and sanctions risk, source of funds and source of wealth enquiries, client account exposure, financial promotion issues and whether the firm has the competence to advise on the wider structure. If the firm is not advising on the investment, tax, insolvency or financial aspects, that limitation should be expressly recorded and the client should be referred for independent specialist advice where appropriate.

Case study two – getting the law wrong

Often the prevail of litigators as opposed to conveyancers, getting the law wrong can still have adverse consequences for property lawyers.

The facts of this case study involve a farmer who was approached to sell some land to allow for the development of 40 or so houses. A sale price of £4M was agreed but the farmer's land agent suggested retaining rights to a slither of land around the southern boundary of the land being sold as a ransom strip. The rationale was the land agent had spotted that there was prospect of land to the south being developed in the future. If it was developed, it would need access over the proposed ransom strip to reach the public highway.

The property lawyer decided that the best way to proceed was to obligate the buyer to grant a restrictive covenant over the proposed ransom strip which it willingly agreed to do. The restrictive covenant forbade development at all taking place on the ransom strip.

Some years later, planning permission was granted to build 1000 houses to the south of the farmer's land and that development did, as the land agent had foreseen, need access over the ransom strip which was protected by the restrictive covenant. The farmer therefore set about agreeing a release price and was advised by his valuer that its value was conservatively many millions. However, a problem presented itself. It transpired that the restrictive covenant was not valid for a very basic but fundamental reason. The 1848 authority of *Tulk v Moxhay* made clear that the very purpose of a restrictive covenant is to benefit retained land and to protect it. Here, however, the farmer did not own the retained land. He had sold everything there was to sell which meant the restrictive covenant was of no effect, the ransom strip of no value and the property lawyer who failed to spot that faces a very large professional negligence claim.

Risk management and compliance considerations

For law firms, this example underlines the need for effective supervision and technical oversight where a transaction involves specialist property concepts such as ransom strips, restrictive covenants, easements, overage, options or development land. The SRA expects firms to have appropriate systems and controls in place, which in practice means that complex title structuring and bespoke drafting should not be left to an unsupported fee earner or treated as routine simply because the matter sits within the property department. A second lawyer or partner review before completion can be a critical claims prevention control.

Best practice would include recording the client's commercial objective, testing whether the proposed legal structure actually delivers that outcome and confirming the advice in writing. Firms should maintain internal knowledge notes, precedent guidance and escalation routes for recurring high-risk technical areas, supported by regular training, file audits and claims-learning reviews. That approach helps demonstrate competence, supervision and continuous improvement, rather than allowing reliance on precedent or historic practice to replace proper legal analysis.

Case study three – bad drafting

Sometimes large loss claims can be levied against property lawyers as a result of bad drafting. A good example is the drafting of overage agreements.

The facts of this case study involve the drafting of an overage agreement which was designed to give the seller of land a 33% uplift in value of the land in the event the overage was triggered – here planning permission for development of the land being granted. Planning permission was granted to build 100 properties on the land in question. However, a problem in the drafting of the overage became apparent in short order. The property lawyer who had drafted the overage agreement had used a PLC precedent that provided the overage would be triggered by outline planning permission. In this situation, however, the developer obtained full planning permission and it was therefore contended that the overage was not triggered at all.

Ultimately, whilst there were arguments over absurdity and rectification, the beneficiaries of the overage found themselves having to renegotiate the overage percentage down from 33% to 10% leading to the difference being claimed as damages in the inevitable claim against the property lawyer.

Risk management and compliance considerations

Overage provisions are a classic example of where precedent use can create false comfort for law firms. A robust supervision process should require the draft to be checked against the specific commercial trigger, valuation mechanism, timing, payment obligation, security and dispute resolution provisions agreed by the parties. Particular care should be taken to ensure that the wording captures the intended planning event, whether that is outline permission, reserved matters approval, full planning permission, implementation, disposal or another defined trigger.

Firms can reduce drafting risk by requiring a second lawyer review for high-value or bespoke provisions, using transaction-specific drafting notes and maintaining a record of why particular wording has been chosen. Where the client's financial outcome depends on a clause operating in a particular way, the advice should be clear, prominent and confirmed in writing. From a professional indemnity perspective, a well-maintained audit trail of advice, assumptions, limitations and client instructions is often just as important as the drafting itself when defending a later allegation of negligence.

Concluding remarks

Practical best-practice checklist

- Use a law firm-specific matter-opening risk assessment that identifies unusual transaction structures, investment characteristics, property fraud indicators, AML and sanctions concerns, source of funds/source of wealth issues, conflicts, client account exposure and gaps in fee earner expertise.
- Escalate higher-risk matters to a supervising partner, COLP, COFA or risk team before key milestones such as exchange, completion, release of client money or acceptance of unusual undertakings.

- Treat precedents as a starting point only, with bespoke drafting reviewed against the client's commercial objective, the title position, planning context and any professional indemnity exposure.
- Record advice, assumptions, limitations, risk warnings and client instructions clearly, particularly where the client elects to proceed despite identified legal, financial or regulatory risks.
- Maintain regular training, supervision records, matter audits and claims-learning reviews covering SRA expectations, AML, sanctions, client money, conveyancing fraud, technical property issues and emerging claims trends.

Whilst the legal media tend to comment upon headline grabbing risks which are and may present to the property law world, we have hopefully highlighted that what may appear to be the mundane on a given set of facts could risk a large claim loss exposure. There are certainly potential threats from 'hot topics' of the day, such as those presented by AI, but what may appear 'ordinary' can still present a set of circumstances to give any property lawyer sleepless nights. The law firms best placed to avoid those outcomes will be those that combine technical competence with disciplined legal sector risk management: early identification of red flags, meaningful supervision, clear client advice, careful drafting, robust AML and sanctions controls, proper management of client money and a compliance culture that treats the file note as a core professional protection rather than an administrative burden.

An Insight into Title Indemnity Policy Claims: What Property Lawyers Need to Know

Title indemnity insurance is often treated as a routine box-ticking exercise during conveyancing. Policies are placed on risk, completion happens, and everyone moves on. What conveyancers and brokers rarely see, however, is what happens after the policy is issued—sometimes years later—when a defect materialises and the insurer is called upon to respond.

For property lawyers, understanding how these claims unfold is invaluable. It sharpens risk assessment, strengthens client advice, and helps avoid the pitfalls that lead to declinatures.

As an insurer Stewart Title has an in-house claims team, and we deal with claims every day. Below is a selection of claims our team has handled in the past year, each illustrating the legal and practical issues that arise long after completion.

Access Indemnity: Prescriptive Rights and Evidential Gaps

Claim Policy Detail: Level of Indemnity £194,500. Premium £78.40

Background

This residential property was mid-terrace, so situated between two other houses sharing side walls. During the course of the purchase transaction, it became apparent that there was no express legal right on the title providing rear pedestrian access from the rear garden at the property across third party land to the public highway. The owner had passed away, so it was a probate sale. The executor confirmed the policy assumptions, which included that the rear access had been unobstructed and believed to have been available and in use for 12 months or more.

The Claim

A claim arose three months after completion. The neighbour who owned the land on which the insured used to access the rear of their property said the insured did not have a legal right to use the accessway and requested they stop using it.

No statutory declaration regarding use of the accessway was taken from the seller, which is not a requirement for a standard policy. The insurer instructed one of their panel firms to establish whether a prescriptive claim based on long use could be made out. In this instance the executor had not lived at the property, and was not able to provide sufficiently detailed evidence to oppose the neighbour's position who had lived at their property for in excess of 20 years.

The Settlement

The insurer resolved the claim by making a payment to the insured based on the reduction in market value to the Property as a result of the insured no longer having use of the rear pedestrian access. This was decided by an independent valuer. The first valuer concluded that the diminution in value amounted to approximately 5% of the total market value of the property which was £9,700. The Insured argued that the market value of the Property was £450,000 because of improvements they had made to the Property and sought £22,500. A second independent valuer was instructed and concluded the market value of Property was £285,000 and the DIV was £15,000.

A settlement was paid to the Insured of £14,700. The policy also covered panel solicitor costs of £5,500 and the valuer's costs of £3,300.

Lack of Listed Building Consent: When Historic Works Resurface

Claim Policy Detail: Level of Indemnity £228,000. Premium £190

Background

The Property was a listed building and the sellers had 15 years previously replaced 4 windows at the Property with UVPC windows and did not have listed building consent. A policy was provided on completion of the sale for the lack of evidence of listed building consent for the 4 replacement windows.

The Claim

The claim arose a year after completion when the local authority planning officer was inspecting a neighbouring property about an unrelated matter and noticed the windows at the insured's property. The local authority planning enforcement officer opened an investigation because there no consent regarding the installation of the windows.

The Settlement

As the insured was not able to provide evidence of the listed building consent for the UVPC windows and consent would not be granted for them, the insurer covered the total cost to replace the windows. The insured was asked to provide 2 quotes for the costs of windows, including installation.

The insurer paid a total cost of £13,000 with regard to the installation of the windows, and the planning consultant fees of £1500 to obtain the necessary consent.

Restrictive Covenant: Development on a Split Plot

Claim Policy Detail: Level of Indemnity £425,000. Premium £224

Background

The insured property was a large corner plot which had one dwelling house on it with a large garden. The insured planned to split the plot and construct a second dwelling house pursuant to a planning permission granted prior to the policy

date. A policy was required to provide cover because there were restrictive covenants on the title which would be breached by the proposed development.

The covenants included that the property shall not be used for any other purpose than one private dwelling and no structural alterations or additions shall be made to any building on the land without the previous consent in writing of the Vendor. The policy was provided and the second property was built and sold, with the homeowner being a successor in title under the policy.

The Claim

The claim arose 5 years after the policy had been put on risk, and 3 years after the second dwelling had been built. The beneficiary came forward after they had purchased the land which benefitted from the covenant. They wrote to the homeowner and demanded £90,000 from them to release the covenant. Panel solicitors were instructed and a settlement was negotiated. The parties entered into a Deed of Release which discharged the policy entirely.

The Settlement

The insurer covered the total cost of the settlement to the beneficiary of £40,000 plus £1500 towards their legal costs and panel costs of £4,800. The Deed of Release was completed within 3 months of the date the claim arose.

Mines and Minerals: Subsoil Rights and Development Risk

Claim Policy Detail: Level of Indemnity £1,750,000. Premium £686

Background

The insured intended to develop a site as a lodge park for static caravans and semi mobile lodges and had obtained planning permission. Title to the site was subject to mining and/or mineral rights which were reserved generally by an entry recorded in the Property Register. A policy was provided in the event the beneficiary of the mines and mineral rights established the benefit and sought to exercise their rights.

The Claim

The claim arose 3 months after the policy was placed on risk when the owner of the minerals wrote to the insured alleging that the insured's development of a lodge park, which had started, constituted an interference and trespass of their mineral interest. The minerals owner sought a settlement of £600,000 and threatened injunctive action, alleging there had been interference and trespass beneath the subsoil level. There was some discrepancy between the parties on the level of interference, albeit any possible injury would have been small.

The Settlement

The insurer covered payment of the settlement of £70,000 to the mineral owner for the transfer of their rights to the insured, discharging the policy entirely. The policy also covered panel solicitor's fees of £25,000.

Practical Lessons for Property Lawyers

1. Access All Areas: Evidence Matters

It is commonplace on access indemnity policies that a statutory declaration from the seller is not obtained. As stated above this is not generally a requirement to obtain a policy, particularly an online one. However, when a claim arises on these, the home owner will generally always want to seek to preserve their use of the access. If evidence has not been obtained from the seller of their continued use of the access at the time of sale, it can often be difficult to obtain it years later. Even though it is not required, it is generally a worthwhile exercise where it is possible to do so. The quality of the information in the statutory declaration is also equally important when seeking to establish a prescriptive right.

2. The Devil Is in the Detail: Advising on Scope of Cover

When people are buying their home there is a lot of information for them to digest during the transaction and terminology which will be unfamiliar to them. If an indemnity policy is required, it is generally the conveyancer's responsibility to ensure it meets the needs of the insured and the extent of cover is explained to them. The insurer does not directly sell policies to an insured. It is only when a claim arises when the insured really looks at the extent of cover and what they were advised. It is important to ensure the homeowner has been advised on what the policy covers and sometimes what it does not cover.

3. When There Is No Insurance: Common Reasons for Declinature

Common reasons for declinatures include;

- The policy assumptions have not been met.
- Late notification of circumstances which could amount to a claim.
- The claim falls into one of the policy exclusions. For example, on a planning and building regulations policy where the Insured has carried out new work to the property and that has triggered the claim.
- The Insured has discussed matters covered by the policy and effectively induced the claim.

Title indemnity insurance is a crucial component in property transactions. It protects buyers, sellers and lenders against financial loss due to defects in the property's title, but lawyers need to be confident that they can explain the benefits of cover and also the policy exclusions and important conditions contained in the policy. Stewart Title can provide in house training designed for specific property teams to make sure lawyers are better prepared to do this. For details, contact us.

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Right of Light Risks and Legal Indemnity Insurance



Lloyd & Whyte Legal Indemnities covers a broad range of property and title risks for solicitors, lenders, developers and property owners across residential and commercial transactions.

Right of light is a specialist area within this practice and can present particular challenges for property advisers.

The following article provides an overview of Right of Light Legal Indemnity and explores how cover can help manage significant property risks without requiring the underlying issue to be resolved before completion.

Call: 01392 429097

Contact form: [//lwlegalindemnities.com/contact-us/](http://lwlegalindemnities.com/contact-us/)

Why is Right of Light Indemnity Insurance so important?

Right of light (also referred to as right to light), is a legal term for a property rule which gives a building the right to get light from the sky through a window, and prevents buildings being constructed next to other buildings which block light.

In an era of increasingly dense urban development and a tendency to build upwards rather than outwards, developers, neighbouring owners, conveyancers and professional advisers are regularly confronted by right of light risks that can threaten even well-planned schemes.

The issue sits at the intersection of property law, surveying practice, planning and technical daylight analysis. Crucially, obtaining planning permission does not extinguish a private right to light. Developers are often surprised to discover that a scheme with full planning consent may still be vulnerable to an injunction or a claim for damages.

What are the conveyancing implications?

Conveyancers cannot assume that planning permission has resolved, or will resolve, a potential right to light issue. Equally, ongoing negotiations or the implementation of risk management measures do not eliminate the possibility of a future challenge. From a transaction and development perspective, right of light claims can introduce uncertainty, delay and potentially significant financial exposure.

As a result, specialist Right of Light Indemnity Insurance has become an important risk management tool.



Hypothetical scenario

A residential development may comprise 200 units with an estimated Gross Development Value (GDV) of £20 million. Whilst a right of light issue may affect a neighbouring property worth £200,000, the financial exposure could be significantly greater if the outcome requires changes to the building's design or massing.

Where construction has already commenced, additional considerations may include delay costs, contractor claims, increased financing costs, professional fees and lost sales revenue. In such circumstances, the value of the risk can extend far beyond the affected neighbour's loss of amenity.

In this scenario the insurer may assess the exposure at well above £200,000 if:

- o Redesign costs are £1 million
- o Delay costs amount to £500,000
- o Contractor claims total £200,000
- o Professional fees add a further £100,000

In this scenario, the insurer's total exposure could exceed £2 million, notwithstanding that the neighbouring property itself is worth £200,000.

Conveyancer's checklist: Right of Light risks

When acting on a development or redevelopment project, consider the following:

- Has a right of light assessment been undertaken by a suitably qualified surveyor?
- Are there neighbouring properties that may have acquired a right of light through long-term use?

- Has the client relied solely on planning permission as evidence that the development can proceed?
- Have any neighbouring owners raised concerns or made objections relating to light?
- Has the Gross Development Value (GDV) and overall financial exposure of the scheme been considered when assessing insurance requirements?
- Is the proposed indemnity limit appropriate for the scale and stage of the development?
- Have the policy wording, exclusions, conditions and notification requirements been reviewed carefully?
- Are funders, purchasers, successors in title and other interested parties adequately protected under the proposed policy?
- Has consideration been given to obtaining quotations from insurers with specific right to light underwriting expertise?
- Does the client understand that the cheapest premium may not necessarily provide the most suitable cover?
- Has cover been arranged before actions are taken that could prejudice insurability?

Please note: The above list comprises a few recommendations and is not an exhaustive list.

Before exchange, funding, commencement of construction or completion of a development, ask:

If a right of light claim were brought tomorrow, has the potential legal and financial exposure been identified, assessed and appropriately insured?

A broker's perspective

For many conveyancers and developers, access to a specialist broker like us can be crucial. An experienced broker will:

- Understand the differing appetites of insurers
- Assist in presenting risks effectively
- Help ensure that proposed indemnity limits and policy wordings are appropriate for the development concerned.

We work closely with insurers active in the legal indemnity market and can assist you, whether you're a conveyancer or developer, in identifying suitable solutions for rights of light risks.

In conclusion

Right of Light Indemnity Insurance is often best considered before any approach is made to potentially affected neighbours, as prior contact can materially affect insurers' willingness to offer cover. As with many title-related risks, insurers are

generally more comfortable dealing with uncertainty than with a known and active dispute. Early consideration of the insurance you need can help preserve options that may not be available later in the development process.

Contact us

To discuss the arrangement of Right of Light Indemnity Insurance, get in touch with our team of insurance experts. We can search the market on your behalf and find a suitable insurance policy which provides financial protection at the correct level. We can also provide advice on the options available to you and offer guidance on which policy type would suit your client.

Call: 01392 429097

Contact form: [//lwlegalindemnities.com/contact-us/](http://lwlegalindemnities.com/contact-us/)

The use of AI in the Legal Sector

by Ian Quayle, IQ Legal Training



As we approach the fourth quarter of 2026 the legal profession has been met with a number of difficult issues to navigate be it AML or compliance related as a host of other issues to impact or the fall out relating to business failures such as the PM Law Saga.

An ever-present problem or opportunity depending on your stance or position has arisen with the growth of the use of AI and the awareness of the advantages and the disadvantages of this technology.

Those that are far more knowledgeable than I on this topic will point to the fact that AI is not new having a history that can be traced back for seventy years but what is obvious is that in the last two years AI has developed from an interesting tool and an extension from google or other search engines into an incredible resources available to the world at large and the legal profession with the latter able to incorporate AI into numerous sectors and areas of law. For background on this and may other issues I thoroughly recommend any of the books written by Professor Richard Susskind including How To Think About AI.

With my particular interest in all matters property related I intend in this article to provide an overview of the use of AI in the property sector, the issues arising for property lawyers and how the busy property practitioner can navigate a way round the complexities of AI.

During the year I have met with numerous property lawyers and AI is frequently a topic of discussion. The issues explored include the use of AI by clients to challenge or question retainers, reports on title and or advice provided by transactional property lawyers. I have suggested to firms that they amend their retainer to acknowledge that if a client uses AI for the purposes mentioned previously the firm reserves the right to charge for the time spent answering the questions or challenges as this is work over and above what would be expected in providing conveyancing services.

A more serious issue arises relating to compliance issues that the use of AI by the law firm creates. As evidenced by the recent SRA Guidance issued on the 17th of August 2026 relating to the need to consider what is described as

considering and appropriately mitigating risks to client confidentiality when using AI systems in relation to clients' personal data or other confidential information. Firms are reminded of the importance of the need to ensure that any AI provider or resource provides appropriate contractual and technical safeguards needed to maintain client confidentiality. Where AI is being used directly or by third party service providers in their provision of services for the law firm clients should be made aware of this use, permission should be obtained from the client and care exercised in the choice of AI or third party provider using AI to ensure the interests of clients are protected. In connection with the latter not only should due diligence be performed before engaging directly or indirectly with AI, but the firm should ask to be informed if the use of AI changes or if the use of client data changes.

More obviously AI hallucination in legal work is commonplace and firms are frequently warned by professional bodies of the associated dangers. The best advice I have heard is to use AI as an imaginary very junior new recruit to the firm

whose work must be rigorously checked before relied upon or transmitted to the client.

Further the SRA has pronounced that misuse of AI tools may result in harm to clients, where poor or inaccurate information or advice is given and harm to the standing of conveyancers resulting from breaches of professional obligations and regulations leading to an erosion of public trust and confidence.



ONE YEAR ON:

Wessex Searches Celebrates First Year as an NLIS Channel Partner

This summer marks one year since Wessex Searches became an official National Land Information Service (NLIS) Channel Partner, reinforcing our commitment to delivering high-quality, reliable conveyancing searches to clients across England and Wales.

Since joining the NLIS network in summer 2025, Wessex Searches has successfully integrated Official Searches through the NLIS Hub, providing conveyancers with direct access to authoritative search data through a streamlined and efficient ordering process.

Over the past 12 months, the partnership has enabled us to further enhance our service offering, improving efficiencies while maintaining the personal, professional, and proactive support that Wessex Searches is known for. By combining the benefits of the NLIS Hub with our experienced customer support team, we continue to help conveyancers access critical property information quickly and confidently.

The past year has also seen Wessex Searches continue to support conveyancers in navigating an increasingly demanding property market. Access to trusted and authoritative search information remains a key part of helping legal professionals manage transactions efficiently and deliver a high standard of service to their clients.

Samantha Barker, Searches Manager at Wessex Searches, said:

"Our first year as an NLIS Channel Partner has been extremely positive. The partnership has helped us streamline processes while continuing to provide the high level of service and support our customers expect from Wessex Searches. Official Searches remain an important part of our offering, and we look forward to building on this success in the years ahead."

As we celebrate this first anniversary, we would like to thank Land Data, the NLIS team, and our clients for their continued support. We look forward to strengthening the partnership further and continuing to deliver trusted search solutions to the conveyancing community.



MHCLG ANNOUNCES MAJOR HOME BUYING AND SELLING REFORMS: WHAT LEGAL PROFESSIONALS NEED TO KNOW

The Ministry of Housing, Communities and Local Government (MHCLG) has announced a significant package of reforms, shaped in collaboration with industry, designed to transform the home buying and selling process in England and Wales. For conveyancers, solicitors and legal professionals working in residential property, the changes signal a clear shift in how transactions will be structured, with implications for how cases are prepared, managed and progressed.

The reforms follow extensive industry consultation and set out a roadmap for transforming the way property information is collected, shared and utilised across the transaction chain.

Earlier information, fewer late-stage surprises

At the heart of the reforms is a straightforward objective: ensuring that buyers, sellers and legal professionals have access to better quality information earlier in the transaction.

The Government has acknowledged that the current process is too fragmented, frequently resulting in avoidable delays, duplicated enquiries and transactions collapsing at late stages — challenges that will be familiar to anyone working in residential conveyancing.

The proposed changes aim to address this through:

- Mandatory upfront property information provided in sales packs
- Increased use of digital, reusable property data
- Improved digital verification and identity processes
- More consistent standards across the property sector
- A more connected, digital process

What's being proposed?

The headline proposal is the introduction of mandatory sales packs, requiring sellers to collate key property information before marketing begins. For legal professionals, the significance lies in what that information will cover including:

- Title and ownership information
- Seller identity verification
- Property searches and condition assessments
- Leasehold information and service charges
- Planning consents, flood risk and building safety data
- EPC ratings, council tax information and floor plans

The aim is to surface issues earlier in the process, reducing the volume of enquiries raised post-instruction and giving legal professionals a more complete picture from the outset.

What does this mean for conveyancers and solicitors?

Chris Loaring at Landmark Legal

“The Government’s response marks a meaningful step towards improving a process that has remained too slow, uncertain and fragmented. By prioritising upfront information, digitalisation and earlier commitment between parties, these reforms can significantly reduce delays and fall-throughs that currently undermine confidence across the market. Crucially, this must include greater access to property risk data at the outset of a transaction. When buyers, lenders and conveyancers are working from a verified view of factors such as flood risk, climate exposure and land use constraints, decisions can be made earlier and with far greater certainty. If the industry aligns around consistent, trusted data standards, we have an opportunity to create a more transparent, efficient and

resilient transaction process that better supports home movers and property professionals alike.”

In practical terms, earlier access to structured property information should mean:

- Fewer enquiries raised on missing or incomplete information
- Earlier identification of title, leasehold or planning issues
- Reduced duplication across the transaction chain
- Greater certainty for clients and less risk of late fall-throughs
- More time spent on complex legal work rather than chasing information

How the reforms will be rolled out

These changes will not happen overnight. The Government has outlined a clear roadmap:

Later in 2026 – A new Code of Practice for property agents and guidance to improve the quality of information in property listings

From 2027 – Consultation on estate agent qualifications and expansion of digital tools and trusted digital verification

By the end of Parliament – Legislation requiring sales packs, more binding transaction commitments and broader digital property information initiatives

There are no immediate mandatory changes for legal professionals today, but the direction is set and firms that prepare early will be well placed to adapt.

Looking ahead

At Landmark Information Group, we have worked closely with Government throughout this process and will continue to support the legal sector with the trusted data, search solutions and digital tools needed as these reforms develop.

We will monitor developments closely and provide further guidance as additional details emerge.



The future of home moving isn't faster. It's more certain.

Buying and selling property has long been associated with stress, delays and uncertainty. Repeated paperwork, fragmented communication and limited visibility have become accepted as part of the home moving process.

Our [UK Home Moving Experience Report 2026](#) explores what consumers think about today's property transaction journey and what they want from its future. Based on research with 1,050 recent movers, alongside industry analysis and transaction data, the report reveals a market that is increasingly ready for change.

The biggest challenge isn't speed, it's certainty

One of the clearest messages from the research is that consumers are not simply asking for faster transactions. They are asking for greater certainty.

Whether it's understanding costs, knowing who is responsible for the next step or having confidence that completion will happen as expected, buyers consistently identified uncertainty as one of the biggest frustrations throughout the home moving journey.

The opportunity for the industry isn't just to reduce transaction times. It's to create a process that is more transparent, connected and predictable.

Three key findings from the report:

1. Unexpected costs are now the norm

More than 95% of buyers experienced unexpected costs during their move.

Interestingly, consumers generally viewed individual professions fees as transparent. The challenge wasn't hidden charges, it was understanding when costs would arise, why they occurred and how they affected the overall transaction.

Greater transparency and earlier information could help remove many of these surprises.

2. Consumers are ready for digital transformation

The research found that 91% of buyers would be more likely to choose a fully digital conveyancer.

However, this isn't a demand for automation at all costs. Consumers want technology that removes friction, improves visibility and reduces duplication, while still having access to trusted professional advice throughout one of life's biggest financial decisions.

3. The last mile matters

Much of the industry's focus has rightly been on improving the early stages of the transaction through better upfront information, digital verification and trusted data.

But the report argues that change cannot stop there.

Completion and registration remain one of the least digitised stages of the home moving journey, despite being the point at which certainty matters most. Improving the final stage of the transaction offers one of the greatest opportunities to create a more transparent, secure and predictable experience for consumers.

A market ready for change

The findings point to a property market that is evolving. Consumers are increasingly ready to embrace digital services, government reform is gathering pace, and the industry is becoming more aligned around trusted data, greater interoperability and improved collaboration.

At PEXA, we're committed to helping make that future a reality. By working with industry, government and our customers to modernise the home moving process, we're helping create property transactions that are more certain, from offer to completion and registration.

Explore the findings

Download the UK Home Moving Experience Report 2026 to explore the full findings and discover how greater certainty can shape the future of home moving.

[Download the report](#)



Protecting property transactions: What the industry can learn about cyber fraud

The property industry has made significant strides in strengthening security and protecting clients from cybercrime. Yet despite advances in technology, fraudsters continue to look for opportunities wherever money, data and trust intersect.

[PEXA](#) recently partnered with [For Media Group](#) for a webinar to discuss the evolving cyber fraud landscape and what firms can do to better protect themselves and their clients. The discussion between Angela Hesketh and Trevor Hellawell highlighted that while cyber threats can emerge at any stage of a transaction, completion remains one of the highest-risk moments.

Why conveyancing remains an attractive target

Conveyancers occupy a unique position within the property transaction. They handle large sums of money, verify client identities, manage sensitive information and coordinate multiple parties under strict deadlines.

To a fraudster, that creates a valuable concentration of information and opportunity.

Criminals understand the pressures that exist within property transactions. They know that completion days are busy, deadlines are tight, and funds are moving rapidly between organisations. Their objective is often simply to exploit a moment of distraction, urgency or misplaced trust.

The risk isn't just technology, it's process

When discussing cyber fraud, attention often turns immediately to phishing emails, malware or account compromise. While these remain significant threats, many successful attacks exploit weaknesses in process as well as technology.

Fraudsters frequently rely on social engineering techniques, manipulating individuals into accepting fraudulent instructions or bypassing established controls. In these cases, the challenge isn't necessarily identifying sophisticated cyber attacks; it's ensuring that critical decisions are supported by robust verification processes.

This is particularly important at the point of completion in the property transaction process, when teams may be managing multiple transactions simultaneously and under significant time pressure.

Building in a moment to pause

One of the most practical themes discussed during the webinar was the importance of creating opportunities to stop and verify before funds are transferred.

To illustrate this, Trevor Hellawell shared a personal experience. While distracted with holiday preparations, he received a phone call from someone claiming to be from his bank. During the conversation, he was sent a verification code and asked to read it back over the phone. Believing the request was genuine, he complied, only to discover later that the fraudsters had used the code to gain access and withdraw money from his account.

The story served as a powerful reminder that cyber criminals are often less interested in breaking through technology than they are in exploiting moments of distraction, urgency or trust. If someone who spends their career helping organisations understand cyber risk can fall victim to a scam at the wrong moment, it highlights how vulnerable any of us can be when we're not fully focused.

In high-pressure environments, urgency can become a vulnerability. Property transactions often involve tight deadlines, multiple stakeholders and significant sums of money, creating ideal conditions for fraudsters to exploit.

Introducing structured checkpoints, verification controls and clear escalation processes can help reduce the risk of human error and prevent fraudulent instructions from progressing unchecked. For firms, this means moving beyond reliance on individual vigilance alone and embedding security into everyday workflows.

Designing fraud out of the transaction

The industry's long-term challenge is not simply detecting fraud more effectively; it is reducing opportunities for fraud to occur in the first place.

This requires a shift away from fragmented processes, manual data handling and unsecured communication channels towards more trusted, and transparent transaction environments.

Digital transformation plays an important role here. By reducing reliance on email-based exchanges, improving data integrity and creating greater visibility throughout the transaction lifecycle, firms can strengthen security while improving efficiency.

A shared responsibility across the property market

Cyber fraud is not a challenge that can be solved by any single organisation. Conveyancers, lenders, technology providers and industry bodies all have a role to play in creating a safer property market.

As fraud tactics continue to evolve, the most effective defence remains a combination of strong processes, secure technology and a culture that empowers professionals to pause, question and verify when something doesn't feel right.

Because when money is moving, every control matters.

Watch the recording of the webinar to learn more about protecting property transactions from cyber fraud.

[Watch the webinar](#)

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