

# TERMS OF BUSINESS

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## General Matters



This document contains the terms of business for LPL, a division and trading name of Read Roper and Read. Read Roper and Read is a partnership Authorised and Regulated by the [Solicitors Regulation Authority](#) under registration number 44062. The Partners of the firm, Andrew G Kay and Andrew D Fairlie, are solicitors of England and Wales and are bound by the rules of professional conduct.

(October 2018)

## Contents

1.	Introduction.....	3
2.	Instructions and Liability .....	3
3.	Property Transactions Disclaimer .....	4
4.	Mortgage Fraud .....	4
5.	Help to Buy Scheme Information .....	4
6.	Fees and Disbursements (Expenses).....	4
7.	Arrangements for payment of our charges and expenses.....	5
8.	Interest payments.....	5
9.	Termination of Instructions .....	6
10.	Money Laundering Regulations .....	7
11.	Confidentiality and Conflicts .....	7
12.	Storage of papers and documents.....	9
13.	Client Care .....	10
14.	Copyright and Other Intellectual Property .....	11
15.	Data Protection .....	12
16.	Financial services and insurance distribution .....	13
17.	Communication via the Internet.....	13
18.	Waiver.....	14
19.	Invalidity .....	14
20.	Exclusion of Third Party Rights.....	14
21.	Entire Agreement .....	14
22.	Jurisdiction.....	14
23.	Amendment.....	14
24.	Acceptance of these Terms of Business .....	14
25.	Professional Indemnity Insurance .....	15
26.	Outsourcing.....	15
27.	Equality and Diversity .....	15
28.	Criminal Finances Act 2017	14
29.	The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 .....	15
30.	Consumer Protection Regulations	15
31.	Quality Standards	16
32.	Legal Aid	16
33.	Green Deal Scheme	16

## TERMS OF BUSINESS

### 1. Introduction

These Terms of Business explain the basis upon which we carry out work for you. Our offices are at Alberton House, 11<sup>th</sup> Floor, St Mary's Parsonage, Manchester M3 2WJ and our normal hours of opening are 9.00am to 5.30pm weekdays. Appointments can be arranged outside those hours in exceptional circumstances.

The name and status of the person responsible for the day to day conduct of your matter is indicated on your Client Care Letter together with the name and solicitor and Partner with ultimate responsibility for your case. We will try to avoid changing the people who handle your work, but if this cannot be avoided, we will inform you promptly who will be handling your matter and why the change was necessary.

It is important that you maintain regular contact with us, including advising us of any change of address, telephone number or e mail address. In particular, it is important that you provide us with all information and documentation that we request. Please ensure that you quote our reference in all correspondence to avoid delay.

### 2. Instructions and Liability

As your solicitors, you authorise us to take any necessary steps to protect your interests (unless you instruct us to the contrary). We are not responsible for any failure to advise or comment on any matter which falls outside the scope of your instructions or on matters of which you fail to inform us. Subject to the covering letter, unless otherwise agreed, our advice shall not include advice on:-

- The laws of any jurisdiction other than England & Wales, or;
- Taxes or duties (including SDLT), or;
- Financial investment.

Our client account is held with the Royal Bank of Scotland Plc. In relation to any of your money we may hold in our client account, it is unlikely that we will be held liable for losses resulting from a banking failure. Your money is currently protected under the Financial Services Compensation Scheme (FSCS) up to a limit of £85,000 per individual and per institution, but not per account. Therefore, if you hold other personal money in the same bank as our client account, the limit remains £85,000 in total. Some deposit taking institutions have several brands, i.e. where they trade under different names. You should check either with your bank, the Financial Conduct Authority or a financial adviser for more information.

Since the 3rd July 2015, the FSCS provides a £1 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at [www.fscs.org.uk](http://www.fscs.org.uk)

In the event of a banking failure, the firm will disclose your details to the FSCS for the purposes of making a reimbursement claim on your behalf. We consider this a legitimate interest to your benefit in obtaining any compensation.

### **3. Property Transactions Disclaimer**

It is not our responsibility to carry out a physical inspection of the property. We shall not advise you on the valuation of the property nor the suitability of your mortgage nor any other financial arrangements. We shall not advise on specific environmental risks. We will however need to obtain on behalf of your lender, at your expense, an environmental search.

### **4. Mortgage Fraud**

If we are instructed on a purchase and we are also acting for your proposed lender, we have a duty to fully reveal to your lender all relevant facts about the purchase and the mortgage. This includes any differences between your mortgage application and information we receive during the transaction, any cash back payments or discount schemes that a seller is giving to you.

### **5. Help to Buy Scheme Information**

The Help to Buy ISA Scheme was launched by HM Treasury on 1st December 2015. If you have taken out a Help to Buy ISA, then you may be eligible for a bonus payment of up to 25% of the closing balance of the Help to Buy ISA subject to a minimum bonus payment of £400 and a maximum of £3000 and provided that you and the property you are purchasing meet the eligibility criteria set out in HM Treasury ISA Scheme Rules. The fee earner with conduct of your matter (who under the Help to Buy ISA Scheme is known as the Eligible Conveyancer) will be able to advise you on eligibility and, if appropriate, will undertake the necessary process to apply for any bonus payment.

If you are purchasing a property through the Help to Buy ISA Scheme, HM Treasury will be the Data Controller of any relevant personal data that is given, via the Eligible Conveyancer, to HM Treasury and to the Administrator and / or any sub-contractor of HM Treasury or of the Administrator, for the purposes of the Help to Buy: ISA Scheme.

The information will be disclosed to HM Treasury and the Administrator for the purposes of verifying the eligibility of a Help to Buy: ISA Bonus payment and payment of Bonus funds, carrying out audits of Eligible Conveyancers and any investigations or compliance work in accordance with the Scheme Rules.

We serve your legitimate interests in disclosing your relevant personal data to HM Treasury, the Administrator and / or to any sub-contractor of HM Treasury for the purposes of verifying the eligibility of a Help to Buy, ISA Bonus payment and payment of Bonus funds; carrying out audits of Eligible Conveyancers; and any investigations or compliance work in accordance with the Scheme Rules.

### **6. Fees and Disbursements (Expenses)**

An overall estimate of our fees and expenses are set out in the Estimate of Fees and Disbursements document sent to you with your Client Care Letter at the start of your matter. Any work conducted out side of the initial estimate will be calculated in accordance with the Additional Fee List, provided to you with your Client Care Letter.

The Additional Fee List is reviewed on the 1<sup>st</sup> June each year. We will inform you if any fees listed in the Additional Fee List requires any changes if your matter has not been concluded by then.

Please note that our Additional Fee List may be revised based upon a number of factors which require consideration and which may increase the charges disclosed to you, including the complexity, urgency, expertise or specialist knowledge required and, if appropriate, the value of the property or subject matter involved.

VAT at the current rate will be added to our charges together with disbursements as set out in the accompanying estimate. Disbursements include payments by us on your behalf and we have no obligation to effect these payments unless you have provided us with the funds for that purpose. After deduction of any balance owing in respect of our fees and disbursements, you will normally receive any surplus funds in the form of a cheque. Where you request or where we reasonably consider it expedient to effect payment of any sums (including, but not limited to, redemption of mortgage loans) by way of BACS or CHAPS (electronic bank transfers), we reserve the right to charge an admin fee for each transfer to reflect the extra work involved (which will appear under our charges in our invoice) and confirmed in your Estimate of Fees and Additional Fee List in addition to any fee the Bank may charge us for the transaction (which will appear as a disbursement).

If, for any reason, the matter does not proceed, you will not be charged for work done, although there are some instances where you will be required to pay for any expenses incurred. This will be confirmed to you in your Client Care Pack sent to you at the start of the matter. We reserve a lien (right to retain) your file of papers (including any electronic correspondence) until our bill is paid in full.

Buyers are personally responsible for completing and submitting a Stamp Duty Land Transaction Return to the Inland Revenue and for paying the tax due within one month of completion or be subject to an automatic penalty of £100, which increases to £200 with further delay. In most cases, a mortgage lender will be involved and we have a contractual duty to them (and to you) to ensure that their mortgage (and your purchase) is properly registered. A failure to comply with the stamp duty formalities would prevent us from achieving this. In the circumstances, when appointing this firm to act for you, you also therefore appoint us as your agent for the purposes of compliance and sharing your personal information with HMRC & HM Land Registry is a legal obligation which we fulfil on your behalf. Our fees for this service are included in the Estimate of Fees supplied in your Client Care Letter.

## **7. Arrangements for payment of our charges and expenses**

**Property transactions:** A statement will normally be rendered shortly before or following exchange of contracts. Payment is required in cleared funds on or before completion. Where sufficient funds are available upon completion, amounts due to us will be deducted from these funds unless otherwise agreed.

**Other cases or transactions:** It is normal practice to ask you to pay sums from time to time on account of fees and disbursements which are anticipated in the near future. It is helpful if you could meet such requests with prompt payment to avoid any delay in the progress of your case. In transactions or cases likely to continue for more than a few months, interim accounts covering the work already carried out will normally be rendered at least quarterly or as otherwise agreed. This procedure enables you to budget for costs as the matter progresses. In the event of any account or request for payment on account not being paid, we reserve the right to decline to act further in the case. The full amount of work done up to that date will be billed and will be a debt due from you.

Interest will be charged at 4% over the Royal Bank of Scotland Plc's base rate from time to time in force from the date of delivery of a statement of account in cases where payment is not made within 28 days of such delivery.

## **8. Interest payments**

All monies held by us on your behalf, whether on account of fees or disbursements or otherwise will, until used, be placed either in our client account or in a separate designated deposit account. You will (unless such interest is £20 or less) be entitled to interest as if all monies had been on separate designated deposit

accounts at the Royal Bank of Scotland Plc.

Where you obtain borrowing from a lender, we may ask the lender to send the loan cheque (or electronic transfer via the CHAPS system) to us at least one working day prior to the completion date to ensure that cleared funds are available in time. Please note that the lender may charge interest from the date funds are released and may make a charge for using BACS or CHAPS.

## **9. Termination of Instructions**

### **9.1 Completion of Services**

An agreement between you and us for the provision of defined services ends on the completion of the provision of those Services. An open-ended agreement for the provision of Services ends three (3) months after the last date on which we provided services to you. Unless new or different terms are agreed, our acceptance of instructions to perform services for you subsequent to the ending of any agreement gives rise, from the time of acceptance of the instructions, to a new agreement on these terms. If we provide you free of charge with any seminar, information or other documentation after the ending of an agreement, such provision does not give rise to a new agreement.

### **9.2 Early Termination**

You may terminate your instructions to us in writing at any time. We are entitled to keep your papers while money is owing to us. We may terminate instructions only with good reason and on giving reasonable notice. If you or we decide that instructions are to be terminated, then our charges and expenses will become due. We reserve the right to stop acting if: -

- You do not pay our costs or money on account
- We cannot continue to act without being in breach of our professional obligations
- We are unable to obtain clear instructions from you
- For any reason there is a breakdown in the relationship of trust and confidence necessary between solicitor and client ceasing to exist between us
- The threat or risk of violence, injury or other damage to the physical, psychological or moral well-being of any of our personnel
- The discovery or creation of a Conflict of Interest.
- Your requesting us to break the law
- Your insolvency
- Our being forbidden to act by the National Crime Agency
- Our reasonable belief that our continuing to represent you may cause damage to the professional or personal reputation of our firm or any of its personnel
- Any other breach by you of these terms.

### **9.3 Rights of Early Termination**

On early termination, by either you or us, you will remain liable to pay all fees and expenses incurred before termination and due under our contract or due on the basis of the time spent at our usual hourly rates, whichever is the less, together with any further fees and expenses for work necessary to transfer our files to another adviser of your choice. All our rights set out in these terms shall continue to apply even if we terminate the agreement.

## **10. Money Laundering Regulations**

In accordance with the requirements of the Data Protection Act and the Money Laundering Regulations, we confirm:

Read Roper & Read Solicitors is the data controller;

Andrew Kay, Partner is the nominated representative; and

We will only process any documentation or personal data received from you in respect of client due diligence for the purposes of preventing money laundering and terrorist financing unless:

(a) use of that data is permitted by or under any enactment; or

(b) you give your express consent for the documentation or personal data to be used for other forms of processing.

We are required to comply with the Money Laundering Regulations and in particular to verify the identity and permanent address of all new and sometimes on existing Clients. This is to ensure that the policy adopted worldwide by Financial and Government Authorities to prevent the use of laundering systems to disguise the proceeds of crime is achieved. Our acceptance of your instructions will be subject to you providing to us all necessary information to enable us to comply with our statutory obligations. We are required by regulations in certain circumstances to enquire into the source of funds or monies, which may pass through our client account. We will not accept responsibility for any loss that may arise as a result of our compliance with those regulations and in certain circumstances we reserve the right to terminate our retainer. Please refer to the Money Laundering Leaflet on our website (<http://www.lpropertylawyers.co.uk>) for further details.

The anti-money laundering guidance which UK banks and other finance services firms must adhere to is issued by the Joint Money Laundering Steering Group ("JMLSG"). The JMLSG considers all clients with funds deposited in a law firm's pooled client account to be beneficial owners of that account. The JMLSG does not require banks to routinely identify the beneficial owners of law firm's pooled accounts, as they do with most other accounts they issue. Pooled client accounts are granted this exemption on the proviso that this information is available upon request. In the event of our bank requesting information about the beneficial owners of our pooled client account, we will have a legal obligation to disclose your details to them..

## **11. Confidentiality and Conflicts**

Solicitors are under a duty to keep the affairs of clients confidential. This obligation, however, is subject to a statutory exception; Legislation on money laundering and terrorist financing places solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure.

If, while we are acting for you, it becomes necessary to make a money laundering disclosure, we may not be able to inform you that a disclosure has been made or of the reasons for it because the law prohibits 'tipping-off'. Where the law permits us to do so, we will tell you about any potential money laundering problem and explain what action we may need to take.

In addition, where we act for your lender, we are under an obligation to advise them of any relevant information. In accepting these Term of Business, you also accept that we have contractual, legal and legitimate interest obligations for us to disclose to the other parties in the transaction and, if applicable to

all other parties in the chain of transactions, their agents and advisers all information which we have in relation to your involvement including any related sale or mortgage and other financial arrangements and wishes as to dates for exchange and completion. You may ask us not to disclose information at any time but, if you do so, you should appreciate that we will inform the other party or parties and their agents or advisers that we are unable to share such information which may prejudice the matter. Please discuss any concerns you may have as soon as possible and notify us immediately if you do not want certain information disclosed.

Where we represent you on behalf of your funder or insurer, we may be required to discuss your case or disclose your file to them for indemnity purposes. This will be either a contractual or legitimate interest on your behalf for us to reveal your personal information to them.

We may be subject to quality or audit checks and in these circumstances, your file will be made available. We will always aim to obtain a confidentiality agreement with the third party.

### **Information About You**

We may use the information which you provide, or which we obtain through our dealings with you, or others, for the provision of Services to fulfil our contractual obligations to you or the legitimate interests of you, ourselves and others. We may give it on a confidential basis to our Partners, employees and agents. We may use it to administer your account with us, including tracing and collecting any debts. Further information is provided within our Privacy Policy / Statement a copy of which can be made available on request or is downloadable from our website.

We may also use it to ensure legitimate interests in the safety and security of our premises (where we may also use CCTV); for fraud prevention purposes (including verification checks for our money laundering obligations); to assess client satisfaction (such as by asking you to participate in surveys); and to help improve our services generally.

We may also use it to contact you by letter, telephone, email or otherwise with supplementary information about a previous service we have provided, where we think it is appropriate for your legitimate interests for us to do so. Typically, this could be where a change in the law or tax treatment may affect your earlier decisions. Contacting you about our other services and about events such as seminars and conferences and to send you briefings and similar material by email, phone, text or fax will normally require your consent. We have included an option to opt-into our general mailing list at the end of our Client Agreement. If having given your consent, you can opt-out at any time by contacting Andrew Kay by email or letter to the addresses given on our website, or using the opt-out facility enclosed with each communication. Please note that your continued instructions will amount to your acceptance of our Terms of Business, but not for the purposes of our general mailing list.

We may store information about you, your matter or any other documents and correspondence relating to your file(s) using cloud-based technology. Again, we believe we have a legitimate interest in acting in this way and take every reasonable precaution to protect your personal information. If you do not wish for your file(s) or other information to be stored in this way please inform us in writing before we commence work on your matter.

### **Our Duty of Confidentiality**

Please also refer to our Privacy Policy / Statement when reading this section. We will treat any information which is confidential to you and which we obtain as a result of acting for you as strictly confidential, save:-

- For the purpose of acting for you; or
- For legitimate interest disclosures to our auditors or other advisers or for the purpose of our



- professional indemnity insurance; or
- As otherwise required by law or other regulatory authority to which we are subject.

If you do not wish to disclose your details and file to be released, you must notify us in writing and discuss this with us when signing and returning your instructions for us to act on your behalf. We may be unable to act for you in such circumstances.

We may refer publicly to your name as a client of ours, which we believe is a legitimate interest in collecting and promoting client feedback on the performance of our Firm, provided we do not disclose any information which is confidential to you. Please tell us immediately if you do not wish us to do so.

We shall be under no duty to disclose to you (or take into account in the course of providing the services) any information acquired by us in acting for any other client or any information in respect of which we owe a duty of confidentiality to a third party.

### **Your Duty of Confidentiality**

Our advice and other communications with you are confidential and may not, without our consent, be disclosed by you to any other third party (other than to your employees and agents who require access and who do not disclose it further) or otherwise made public except as required by law or other regulatory authority to which you are subject.

If, as a result of our acting for you, you acquire any information in respect of which we notify you that we owe a duty of confidentiality to a third party you will keep it confidential and not use it without our consent.

## **12. Storage of papers and documents**

After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our fees and expenses. We will keep your file of papers, including emails and any hard copies thereof, (except for any of your papers which you ask to be returned to you) for at least 6 years and on the understanding that we have your authority to destroy your file 6 years after sending you our final bill (and up to 12 years in respect of some regulatory transfers). We will not destroy documents you ask us to deposit in safe custody.

We may at any time scan, microfilm, or otherwise make electronic copies or images of any Documents, including electronic Documents or correspondence e.g. emails (other than Documents held in safe custody), destroy the originals and thereafter hold the documents only in such copy or image form. Unless expressly agreed otherwise in writing we will keep all documents whether original, copy or imaged Form for a minimum of six (6) years after which we may destroy them and any copies images of them. Our Privacy Policy / Statement has more information on our retention periods.

We provide a safe custody service for Wills and other securities without charge for such storage unless prior notice in writing is given to you of a charge to be made from a future date. Due to changes in the law, since 2002 deeds are no longer necessary in order to prove ownership of registered land. However, we do provide a free safe custody service for deeds on such properties if required. If we have to retrieve stored papers, we reserve the right to make a charge based on the time spent in photocopying or reading papers, writing letters or other work necessary to comply with your instructions. We would not expect our charges to exceed £50 + VAT. We will ask you to confirm that any personal data we have retrieved remains current and up to date if we are to act upon such data as part of our duties under Data Protection legislation.

We do not accept responsibility for the loss or damage of any item which we hold on your behalf unless we expressly agree in writing to the contrary.

## 13. Client Care

We are confident that we will provide a high-quality service in all respects. However, if you have any queries or concerns, please raise them with the person dealing with your matter in the first instance. If these cannot be resolved you should contact Andrew Kay our Client Care Partner. We value you as a client and would not wish to think that you have reason to be unhappy with us. It is important that you raise any issues you may have with us immediately. We value you as a client and would not wish to think you have any reason to be unhappy with us. To underline how seriously we take complaints we have a set Complaints Procedure, which can be summarized as follows: (a copy of our full Complaints Procedure is available on request).

### Complaints Procedure Summary:

- If you have any complaint or observation (good or bad) about our service, please say so. Your complaint is valid and will be appropriately dealt with regardless of whether you are an existing client or a potential client.
- Raise any complaint first with the Fee Earner assigned to your matter, including any complaint about your bill.
- If this does not resolve it satisfactorily, tell the Partner with ultimate responsibility of your case.
- If this does not resolve it satisfactorily, contact Andrew Geoffrey Kay the Partner nominated by the practice to ensure prompt and thorough investigation of any complaint.
- If still unresolved at this stage, you may take your complaint to the Legal Ombudsman. Normally, you will have to bring your complaint to the Legal Ombudsman within 6 months of receiving a final response from us about your complaint and 6 years from the date of the act or omission giving rise to the complaint or alternatively 3 years from the date you should reasonably have known there are grounds for complaint (if the act/omission took place before 6 October 2010 or was more than 6 years ago).

### Contact details:

- The address of the Legal Ombudsman is: P O Box 6806, Wolverhampton WV1 9WJ; telephone, 0300 555 0333; or view their website at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk), email enquiries to: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

A complainant to the Legal Ombudsman must be one of the following:

- An individual;
- A micro-enterprise as defined in European Recommendation 2003/361/EC of 6 May 2003 (broadly, an enterprise with fewer than 10 staff and a turnover or balance sheet value not exceeding €2 million);
- A charity with an annual income less than £1 million;
- A club, association or society with an annual income less than £1 million;
- A trustee of a trust with a net asset value less than £1 million; or a personal representative or the residuary beneficiaries of an estate where a person with a complaint died before referring it to the Legal Ombudsman.
- If you do not fall into any of these categories, you should be aware that you can only obtain redress by using our Complaints Handling Procedure or by distribution or arbitration, or by taking action through the Courts.

Kindly note that you have the right to object to your bill by making a complaint to the Legal Ombudsman and/or by applying to the Court for an assessment of the bill under Part III of the Solicitors' Act 1974 and, if all or part of our bill remains unpaid, we may be entitled to charge interest.

Exclusions:

We shall not be obliged to comply with section 13 above in relation to any Dispute in which we seek:-

- An order or award (whether interim or final) restraining you from doing any act or compelling you to do any act; or
- A judgment or award for a liquidated sum to which there is no arguable defence (provided that the exception shall cease to apply and the Dispute may be referred to arbitration on the application of either party if the court decides that you should have permission to defend the claim); or
- The enforcement of any agreement reached or any binding order, award, determination or decision made pursuant to section 13 above.

Nor shall anything in this paragraph inhibit is at any time from serving any form of demand or notice or from commencing or continuing with any bankruptcy, winding up or other insolvency proceedings.

Regulator:

Nothing in this Terms of Business shall prevent you at any time from referring any Matter to the body or bodies for the time being charged with the regulation of solicitors.

## **14. Copyright and Other Intellectual Property**

14.1 We retain the copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing Services (including know-how and working materials as well as final documents). We now grant you a non-exclusive, non-transferable, non-sublicensable licence to use such documents or other works solely for the Matter to which the Services of developing or generating them relate and not otherwise. If you do not pay us in full for our Services in relation to that Matter we may, on giving you notice, revoke that license and only re-grant it to you once full payment has been made.

14.2 We may retain, for our subsequent use, a copy of the advise or opinion of any barrister or other third party given in written form (or any note of any advice or opinion) obtained in the course of providing the Services. Any barrister or other third party will be instructed on the basis that any such advice or opinion will be so retained.

If we retain a copy of any advice or opinion in this matter we will take all reasonable steps to conceal information (such as names, addresses or descriptions) which might reasonably enable you to be identified.

## 15. Data Protection

You have a series of rights outlined under Data Protection legislation over how your personal data is used, including erasure in specific circumstances. However, we may not always be able to agree with the exercise of such rights, as often your personal data remains necessary in relation to the purpose for which it was originally collected and processed. Further information is available in our Privacy Policy, a copy of which accompanies these Terms of Business, is available on request [or can be viewed on our website at any time].

### What personal information we process

The categories of personal data we process include general personal data (which includes normal personal data, personal identity, email addresses and personal financial data) and special categories of personal data if these have been voluntarily provided to us (which includes ethnicity, nationality and medical history). Personal Information may be obtained from you and from any professional or other third parties whom we, in our professional judgment deem appropriate. Personal Information may be obtained from you and from any professional or other third parties whom we, in our professional judgment deem appropriate to fulfil our contractual obligations to you.

### How we use your personal information

When your file is open, the personal data is necessary in relation to the purpose for which it was originally intended. We process your personal information to fulfil our contract with you, or where you or we have a legitimate interest in doing so, where otherwise permitted by law, or to comply with applicable law and regulation. We use your personal information for:

Service provision and internal processing (i.e. to assess and/or provide and to service your matter).

Management of relationship (e.g. to develop your relationship with us)

Resolving queries.

Training and service review (e.g. to help us enhance our services and the quality of those services).

Statistical analysis (e.g. to help us enhance our products and services or delivery channels to keep costs down).

Complying with legal obligations (e.g. to prevent, investigate and prosecute crime, including fraud and money laundering).

When your matter is completed and / or your file is closed, we may still process your personal information where we have a legitimate interest in doing so, where we are permitted by law, or to comply with applicable laws and regulation.

Examples of such instances will include:

Complying with legal obligations for statutory and regulatory requirements including for example, HMRC Returns, complaint handling, anti-money laundering, reporting to our regulatory body – the Solicitors Regulation Authority;

Archiving and Storage of your file for the periods outlined in our Retention Policies – see section 12 of these Terms of Business. (Archiving and Storage of personal data is still classed as a processing activity even though it is not being regularly accessed and remains securely locked away); and

Our legitimate interests to conduct conflict of interest checks, statistical analysis and research to help us enhance our products and services.

### How We Share Your Information

We may share your personal data with a range of organisations which enable us to fulfil our contract with you, or where we have legitimate interests to do so, or otherwise are required by applicable law and regulation. We can provide more details specific to your personal data on request.

For further information on how we use your data please see our Privacy Policy which is available on request or can be viewed and downloaded on our website [www.dickinsonwood.co.uk/privacy-statement](http://www.dickinsonwood.co.uk/privacy-statement)

You have a right to complain to the Information Commissioner's Office (<https://www.ico.org.uk>), which regulates the processing of personal data. You may also seek a judicial remedy.

## **16. Financial services and insurance distribution**

We are not authorised under The Financial Services and Markets Act 2000 to provide financial advice, but we are able in certain circumstances to offer a limited range of investment services to clients because we are regulated by the Solicitors Regulation Authority (SRA). We can provide these investment services as an incidental part of the professional services we have been engaged to provide.

If you have any problem with the service we have provided for you, please let us know. We will try and resolve any problem quickly and operate an internal complaints handling system to enable us to resolve the problem between ourselves. If for any reason we are unable to do so, then we are regulated by the SRA and complaints and redress mechanisms are provided through them and the Legal Ombudsman.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The SRA is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent and impartial complaints handling body established by the Legal Services Act 2007.

The Firm is not authorised by the Financial Conduct Authority. However, it is included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the SRA as explained above. The register can be accessed via the Financial Conduct Authority website at <http://www.fsa.gov.uk/register/home.do>.

## **17. Communication via the Internet**

Where appropriate, it is our practice to utilise extranet and email links to send documents. Although this is an extremely effective means of communication, we are unable to guarantee the security and confidentiality of material sent over the internet. Please let us know if you do not want us to communicate with you via this method. We check all communications with antivirus software, but again cannot guarantee that documents will be free from corruption. We recommend that you also use your own antivirus software.

## **18. Waiver**

Our failure to enforce any one or more of these Terms of Business at any time or for any period shall not be a waiver of them or our right at any time to enforce all applicable Terms of Business.

## **19. Invalidity**

The invalidity or unenforceability of any of the provisions of these Terms of Business shall not affect the rest of them which shall continue to bind both you and us.

## **20. Exclusion of Third Party Rights**

Nothing in these Terms of Business or in any other agreement or arrangement between us will confer any rights or other benefits on any third parties whether by statute or otherwise.

## **21. Entire Agreement**

These Terms of Business and our accompanying letter set out all the terms agreed between us in relation to the work we are to undertake for you. All other terms, conditions and representations are hereby excluded and you may not rely or have relied on them. These Terms of Business may only be varied by agreement in writing signed by a Partner on our behalf. In the event of any conflict between these Terms of Business and our accompanying letter, the latter shall prevail.

## **22. Jurisdiction**

The High Court of England & Wales shall have exclusive jurisdiction to hear any dispute, which may arise between us. To this end, you and we irrevocably agree to submit to such jurisdiction. Judgment in any suit, action or proceeding brought in the High Court of England and Wales shall be conclusive and binding and may be enforced in the Courts of any other jurisdiction.

## **23. Amendment**

We may, by one month's written notice to you, modify these terms from time to time to reflect our current practice and/or changes to professional and other regulatory requirements which we are obliged to meet.

## **24. Acceptance of these Terms of Business**

Your continued instructions in this matter will amount to your acceptance of these Terms of Business. However, we would ask you to sign one copy (retaining the other for your reference purposes) and return this to us together with all other documents we have asked you to return to us. This is an important document and you should keep it in a safe place.

## **25. Professional Indemnity Insurance**

. We have an obligation to carry professional indemnity insurance and details are available on request. The insurance covers our practice carried on from our offices in England and Wales and will extend to acts or omissions wherever in the world they occur. We draw your attention to the limitation of our liability which is £2,000,000 for advice given under English Law.

## **26. Outsourcing**

Sometimes we ask other companies or people to do typing/photocopying/other administration duties on our files to ensure this is done promptly. We believe we have a legitimate interest, which benefits both you and us, in doing this. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

## **27. Equality and Diversity**

Consistent with our internal policies and procedures, we will not discriminate in the way we provide our Services on the grounds of age, disability, gender re-assignment, marriage and civil partnerships, pregnancy and maternity, race (including colour, nationality, citizenship],ethnic or national origins), religion or belief, sex or sexual orientation.

## **28. Criminal Finances Act 2017**

The firm is committed to promoting compliance with the requirements of the Criminal Finances Act 2017 within its practices as well as in those areas in which it has influence.

The Firm does not tolerate tax evasion, or the facilitation thereof in any circumstances, whether committed by or facilitated by a client, personnel or associated persons/ companies.

## **29. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**

If we have not met you either in person (because, for example, instructions and signing of the contract documentation is taking place by telephone/mail, e mail or on-line – ie: by way of a “distance” contract) or we have taken instructions and a contract has been concluded away from our business premises (because, for example, we have met with you at home - ie: by way of an “off-premises” contract) and the contract was entered into on or after 14 June 2014, you have the right to cancel this contract within 14 calendar days of entering into the contract without giving any reason.

The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract. To exercise your right to cancel, you must inform us, LPL, a division of Read Roper & Read Solicitors, Alberton House, St Mary’s Parsonage, Manchester, M3 2WJ. Telephone 0333 305 5189 or fax 0333 344 5370 or [info@lpropertylawyers.co.uk](mailto:info@lpropertylawyers.co.uk) of your decision to cancel this contract by a clear statement (eg: a letter sent by post, fax or e mail). You may use the model cancellation form attached to your Client Care Letter, but it is not obligatory.

To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Should you require the work to be commenced within the 14 calendar day cancellation period, you must provide your agreement to that in writing, by e mail, post or fax to enable us to do so. By signing and returning a copy of your client care letter, you are providing your agreement in writing to enable us to commence work within the 14 calendar day cancellation period. Where you have provided your consent for work to commence within the 14 calendar day cancellation period and you later exercise your right to cancel, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation. Unless you make an express request for us to commence work within the 14 day period (i.e. by signing and returning a copy of your Client Care Letter we will not be able to undertake any work during that period.

### **30. Consumer Protection Regulations (CPR)**

The Consumer Protection from Unfair Trading Regulations (as amended) regulate transactions between traders and consumers and prohibit trading practices that amount to unfair commercial practices and misleading acts and omissions. Neither You, the client, or Us, your legal representative, must mislead a buyer or tenant either by providing incorrect or ambiguous information, or by omitting to provide material information about the property You are selling.

Certain information will be revealed through searches and other enquiries of public databases, surveys and valuation reports. However, You must disclose to Us any known defects and other material adverse matters relating to the property known to You and failure to do so may mean that, in certain circumstances, the buyer or tenant would have rights of redress against You.

We encourage You to make all known disclosures as early in the transaction as possible to prevent delays. If We become aware of any such existence of material information, and You decline to authorise disclosure to the buyer or tenant, then We would have to consider whether it was possible to continue to act for You as the CPR's impose a duty to act fairly towards You as Our client and also towards third parties, especially those that are unrepresented.

### **31. Quality Standards**

Due to our own internal quality standards and us achieving CQS, we are subject to periodic checks by outside assessors. This could mean that your file may be selected for checking/ auditing. We believe this is a legitimate interest which benefits both you and us in maintaining the high standards of our work.

All inspections are, of course, conducted in confidence and all external firms and organisations working with us are required to maintain confidentiality in relation to any files and papers that are audited/ checked by them.

Your file(s) may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of a new business.

Please contact us immediately if we can explain this section further and to advise us if you do not want your file to be reviewed.

### **32. Legal Aid**

We do not undertake legal aid work and it is important that you are aware of Legal Aid. Legal Aid is useful to a litigant because if he loses, his liability is limited to his means-tested contribution, and it is unlikely the Court will allow the victor to recover any costs against him. Legal Aid is not free. In most cases it is only a loan repaid from the fruits of the action. If the assisted party succeeds and recovers or preserves any asset (except for some exemptions for maintenance and family proceedings), it is subject to the statutory charge. The statutory charge operates to pur the recover or the preserved asset first towards payment of the



assisted party's legal costs, and the assisted party only gets the net balance (if any) – often much later because of the time taken in quantifying the final costs. If money is recovered, it has to be paid to the assisted party's solicitor who has to pay it into the Legal Aid Fund who carry out the accounting and pay out the balance. The Legal Aid Agency has no power to reduce or waive the effect of the statutory charge. If a home is involved, it is sometimes possible to delay payment, but the statutory charge then operates like a mortgage and attracts interest until everything is repaid on sale. For more information please discuss this with the person attending to your case (they will be able to confirm if Legal Aid will be relevant to your type of case and if you may qualify) / alternatively go to the LAA website [www.gov.uk/legal-aid](http://www.gov.uk/legal-aid) or telephone them directly on 0300 20 20 20.

### **33. Green Deal Scheme**

The Green Deal Scheme is a government driven initiative to allow for a loan to be provided on a property for the improvement of its energy efficiency. The loan is repayable on a monthly basis, in conjunction with the power bills on the property. The loan will run with the property unless it is repaid on the sale or transfer of the property.

The seller(s) of the property are required, by law, to disclose the existence of any Green Deal loan on the property they are selling, or they may become liable for repaying the outstanding debt, even after they have sold the property. The Estate Agent/Seller must disclose the existence of a Green Deal loan agreement prior to a sale being agreed. If the property is being sold at auction, the existence of a Green Deal loan agreement should be disclosed before the winning bid is made.

The purchaser on a normal sale should be given an EPC should the Green Deal improvement or an EPC and a disclose document showing details of the work carried out under the Green Deal Scheme. This disclosure document will be provided by the energy provider on completion of the work as well as details of the repayment amount, the unexpired term of the loan and details of the loan provider.

Disclosure of the Green Deal loan must be made at least 7 days before the transaction or arrangement is entered into or if this is not practicable then the disclosure requirement must be satisfied as soon as practicable before the transaction is entered into. The seller must secure that the contract for sale includes an acknowledgment by the purchaser that they have received notice that the property is a Green Deal property and that the bill payer at the property is liable to make payments under the green deal plan and further that certain terms of that plan are binding on the bill payer.

Whilst there are no charges, restrictions, notices or cautions registered when a property is a Green Deal property, the mortgage lender must be notified of the existence of the Green Deal loan because the borrower/new property owner is taking on another loan which runs with the property.

If this applies to you we will ask you to confirm so in writing when signing and returning the Questionnaire issued to you with the Client Care Letter as confirmation of your authority for us to make such disclosure to your mortgage lender.

Please note that we offer no guarantee/warranties in relation to the extent and nature of any works undertaken under the Green Deal Scheme. It is your responsibility to ensure that you have satisfied yourself as to the extent, nature and repayment provision of any such works undertaken in accordance with the Green Deal Scheme.

We would recommend that all Green Deal loans be repaid by the seller on completion of the property transaction, as the value of the property will undoubtedly have already taken into account the work undertaken under the Green Deal Loan.