

# CONVEYANCING TERMS & CONDITIONS OF BUSINESS

## 1. Acknowledgement of Terms

We will not start work on your matter until we receive your completed and signed Client Information Form which includes an acceptance of these terms from you. That will be treated as your consent to start work.

Your continuing instructions will amount to your acceptance of these terms and conditions of business as amplified or amended by the terms of our opening letter to you (our "Client Care Letter").

Unless otherwise agreed these terms will apply to any future instructions you give us.

Unless advised otherwise, we will assume that we are authorised to accept instructions from any person who we reasonably believe to have your authority to give us instructions (for example a wife on behalf of a husband and vice versa in a joint transaction) and that we may act on instructions given orally.

## 2. People Responsible for your Work

These people are named in our Client Care Letter.

We realise that it is important not to change the people who are handling your work but sometimes this cannot be avoided. If a change is necessary we will inform you promptly of the reason and who will take responsibility for your work.

## 3. Scope of Work

We understand your objective is to complete your transaction.

We will provide you with legal advice and assistance at all stages of the transaction. We will review the matter regularly and we will notify you of the various options available to you as the matter progresses.

In return, we would ask that you deal promptly and accurately with any requests we may make and provide us with such information and documentation as we may reasonably require from time to time.

## 4. Charges, Expenses & VAT

Our Client Care Letter will include confirmation of anticipated fees and disbursements to cover the expected work involved in the proposed transaction.

If any additional work becomes necessary due to unforeseen complexities or a change in your requirements or circumstances extra charges may apply even where a fixed fee has been agreed. Details of Additional Fees have been provided and can be found on our website.

In due course we will send you an invoice and statement showing all our charges and expenses. Payment is required by the date set for completion. If sufficient funds are available at completion and we have sent you an invoice and completion statement, we will deduct monies due from such funds on completion. If we do not hold cleared funds to cover monies due under our invoice/statement immediately prior to the proposed completion date, we reserve the right to suspend working on your matter. We will notify you if that becomes necessary.

We prefer payment in cash up to a limit of £500, by cheque or by bank transfer. Our bank details have been provided to you. They will not change during the course of this transaction. We will never email you about our bank details. If you receive an e mail purporting to be from Catteralls about payments required or a change to bank details assume that it is fraudulent. Do not respond to it but please report it to us immediately.

If you have any query over our invoice/statement you should contact the person dealing with your work straight away. Where we have to pay money to you it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

Our vat number is 169 0483 44.

## **5. Commission**

In the event that we become entitled to commission from a third party in excess of £20 (£0 in regulated matters) during the course of the transaction, we will write to you to obtain your agreement to our retaining the commission. For example this might occur in the unlikely event that it is necessary to obtain a defective title insurance policy to support your title and the insurer may pay a commission to us for placing the policy with them.

## **6. Interest**

Any money received on your behalf will be held in our client account. Interest will be calculated and paid to you at the rate paid to us by our bankers less a small discount to cover our administration costs. That, of course, may change from time to time. The period for which interest is normally paid is from the date(s) when funds are received by us until the date(s) on the cheque(s) issued to you. The payment of interest is subject to certain minimum amounts and periods of time set out in the Solicitors Accounts Rules.

## **7. Storage of Papers and Deeds**

Upon receiving payment in respect of our final invoice, our policy is to store your file without cost to you for a minimum period of six years, after which it will automatically be destroyed. "Store" means either (at our option) the simple storage of any paper on the file or scanning that paper and retaining it electronically (and destroying the paper immediately thereafter). Information gathered electronically in the course of the transaction will continue to be so stored.

By instructing us to act on your behalf, you thereby expressly consent to us destroying your file as set out above unless you notify us otherwise.

If you do not want your file to be destroyed after completion of your matter, you may collect your file from us provided you notify us in writing before or at the time of making payment of our final invoice, or you may ask us to retain the entire file for a specified period beyond the minimum retention period upon payment of a sum in respect of reasonable storage charges (details available upon request).

If you require a copy of any document after completion of your matter, we reserve the right to make a modest charge for its retrieval and supply.

Naturally we will not destroy documents which you have asked us to retain in safe custody.

## **8. Liabilities**

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. Unless very specifically contained within the scope of work (paragraph 3), we will not advise you on the tax implications of a transaction or the likelihood of them arising. If you have concerns in this respect, please raise them with us immediately.

We will not be liable to you for any loss, damage or delay arising out of the firm's compliance with any statutory or regulatory requirement. Equally, we will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages costs or losses attributable to lost profits or opportunities.

Our liability in the event of a professional negligence claim against this matter is limited to £4,000,000.00, provided that our liability shall not be limited in relation to any matter for which we are unable to limit our liability by law such as death or personal injury caused by our negligence.

In these times of financial uncertainty, we will take reasonable action to protect funds held in our client account. However, we advise you that provided we deal with such funds in accordance with the Solicitors Accounts Rules, we accept no liability to repay money lost through a failure or collapse of any banking institution.

## **9. Termination**

You have the right to cancel your instructions without any cost to you within 14 days of receipt of your client care letter without giving any reason. You can cancel your instructions by contacting us by post email or by fax at this office clearly quoting our file reference. We will then reimburse any payments made by you without delay.

We will not start working on your matter during this 14 day cancellation period unless you expressly ask us to do so. You can do this by ticking the relevant box on the Client Information Form. If you ask us to start working during the 14 day cancellation period and you then decide to cancel your instructions you will be obliged to pay us for work done up to the date that you notify us of your wish to cancel.

We may decide to stop acting for you if you do not pay an invoice or comply with a request for payment on account, if there is a conflict of interest or if the solicitor / client relationship has broken down. We will give you reasonable notice that we will stop acting for you.

If our instructions are terminated or we decide we must stop acting for you, you will pay our reasonable charges up to that point. Where there is an agreed fee, it will be a proportion.

## **10. Raising Queries or Concerns**

We aim to give you a high quality service. However, as mentioned in our Client Care Letter, if you do have any queries or concerns about our work for you ( including billing related matters) then please take the matter up immediately with your Conveyancing Fee Earner. If that does not resolve the problem to your satisfaction or you would prefer not to speak to your Conveyancing Fee Earner, then please contact Paul Kininmonth (Head of the Department) or, in the event that Paul Kininmonth is your Conveyancing Fee Earner, Julie Burgess (Partner of the Firm).. That person will supply you with a copy of our Complaints Handling Procedure which will include details of your right to take the matter to the Legal Ombudsman if you are not satisfied with the outcome. A copy of our Procedure is available now and at any time on request.

In relation to a complaint about billing please note

- i. (i) you also may have a right to apply to the Court for an assessment under Part III of the Solicitors Act 1974 and
- ii. (ii) if all or part of the bill remains unpaid, the firm may be entitled to charge interest.

## **11. Exempt Insurance Mediation**

We are not authorised by the Financial Service Authority. However, we are included on the register maintained by the FSA so that we may carry on insurance mediation activity which is broadly the advising on and arranging/administering of insurance contracts. Such contracts would include defective title insurance etc. This part of our business, including arrangements for complaints or redress if something goes wrong is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Services website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register).

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman is the independent complaints handling arm of the Law Society. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of those bodies.

## **12. Email Communication**

Please note that we do not currently encrypt our outgoing email messages. If you provide us with an email address, we assume that you are happy for us to communicate with you via email. If you do not wish us to store your emails, please do not correspond with us by email.

## **13. Data Protection**

We use the information you provide primarily for the provision of legal services to you and for related purposes including updating and enhancing client records, analysis to help us manage our practice, statutory returns and legal/regulatory compliance.

For further details please see the Privacy & Cookie Policy on our website at [www.catteralls.co.uk](http://www.catteralls.co.uk).

## **14. Equality and Diversity**

This firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

## **15. Miscellaneous Terms**

Where you the client is an individual consumer only: your statutory rights are not affected by any of these terms and conditions. Further information on your statutory rights can be obtained from any Solicitor, Trading Standards Office or Citizens Advice Bureau.

In accordance with the disclosure requirements of The Provision of Services Regulations 2009, our professional indemnity insurer is QBE Insurance (Europe) Limited. The territorial coverage of our policy is Worldwide.

You have the right to use copies of materials we create for you for the particular purpose for which they were prepared. However, all copyright remains with us and you must obtain our permission if you wish to use copies of these materials for any other purposes.

This firm's services are provided solely for your benefit as our client, and our terms of business are enforceable only by you and us, and not by any third party. This firm has no duty to or responsibility towards any other person (unless that person is also a client of ours), even if the objective of your instructions is to benefit a third party.

If any provision of these terms of business is invalid or unenforceable for any reason, that shall not affect the remainder of our agreement with you.

These terms of business are governed by English Law, and any dispute between you and us shall be subject to the exclusive jurisdiction of the English courts.

## **16. Investment Advice**

We are not authorised by the Financial Services Authority. If, whilst we are acting for you, you need advice on investments we may have to refer you to someone who is authorised to provide the necessary advice.

However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purpose of the Financial Services and Markets Act 2000. For example, in relation to a proposed mortgage we will explain the principal terms of the Mortgage Deed but we will not advise on the financial product you have chosen and you must rely on other advisors in that connection, not ourselves.

The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Complaints Service is the independent complaints handling arm of the Law Society. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of those bodies.

## **17. What to do next...**

In completing, signing and returning your Client Information Form to us you are confirming your acceptance of these terms of business.