

TERMS AND CONDITIONS OF BUSINESS



Service

We aim to deliver a high quality and cost effective service and:

- To be polite, courteous and punctual
- To tell you who will be responsible for your case and the Partner that will have overall supervision of their work. If either of these changes we will explain why
- To reply to letters as soon as possible and within 5 working days at the most
- To return your calls as soon as possible and within one working day if we cannot deal with your query immediately
- To acknowledge receipt of emails within one working day and reply as soon as possible if we cannot deal with your query immediately
- To keep you informed about your matter, answer your questions and advise you in person when appropriate
- To report regularly about the progress of your matter
- To give you the best information possible about timescales and the costs of your matter
- To deal with any complaint speedily and in accordance with our complaints procedure
- **Hours of Business : Monday to Friday 9 am to 5 pm**

Our Charges

We aim to charge a fee which is fair and reasonable and which represents value to our clients. Please note the following:

- At the outset of your matter we will give you a detailed estimate of the likely costs and disbursements. These estimates will assume that there are no unexpected problems. We will notify you in writing if it appears that any estimate given may be exceeded.

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- When instructions are taken for a fixed fee, in particular in property conveyancing, wills and probate, sometimes work is undertaken which was not anticipated at the start, or problems arise that were not expected when we originally agreed the fee. In such cases the extra work may be charged on a time and work basis, but we will advise you when an additional charge may be made.
- In property and conveyancing transactions, if for any reason, the transaction falls through or you dis-instruct us for any reason, we will charge as follows:
 - Purchase matter:
 - 85% of our fee plus VAT and the disbursements incurred if we have reported to you or your lender on the documents, searches and title; or
 - 50% of our fee plus VAT and the disbursements incurred if the matter aborts before we have reported to you or your lender as above.
 - If contracts have been exchanged the full fee will be charged.
 - Sale matter:
 - 85% of our fee plus VAT and disbursements incurred if all matters have been dealt with plus Contract agreed and signed;
 - 50% of our fee plus VAT and disbursements incurred if replies to enquiries have been dealt with;
 - £200.00 plus VAT and disbursements incurred if the Contract package has been sent to the buyers solicitors;
 - £100.00 plus VAT and disbursements incurred if instructions have been confirmed to the buyers solicitors and title documents obtained
 - If Contracts have been exchanged the full fee will be charged.
- We may ask for payments on account of costs. Requests for payments on account are not estimates.

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- At any important stage in your matter and at least every six months, we will give you information on costs and disbursements incurred and will update costs information.
- We may send you an interim bill in a lengthy case or in divorce and family matters that are ongoing bill monthly.
- Prior to the completion of most transactions or shortly afterwards we will send you an invoice with details of the work done and expenses paid. You have right to challenge this. We will explain how you can do this at the time.
- Payment terms are 30 days from the date of the invoice.
- We charge interest on unpaid invoices after 30 days from the date of the invoice. Interest is payable by our private clients at the rate of 8% and our commercial and/or business clients at 8% over base rate pursuant to The Late Payment of Commercial Debt (Interest) Act 1988
- We retain the right to hold a lien over your file (meaning it will not be released to you) in the event of none payment of fees

Value Added Tax (VAT)

We are VAT registered and our VAT Registration Number is 130 8589 63. By law we have to add VAT to charges and expenses.

Conflicts of Interest

We are not aware of any conflict of interest that may prevent us from acting for you. If we become aware that a conflict arises, or may arise during the course of the transaction, we will contact you immediately to discuss how to proceed.

Joint Instructions

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If there is more than one of you, we can only represent you if you are all agreed on what should be done and that no conflicts of interest exist or are likely. We will assume, unless you tell us otherwise in writing, that one of you is authorised to speak for all of you in giving us instructions. Each of you will be responsible for meeting the full amount of our charges. Should it become apparent that there are substantive differences of views or interest amongst you, we may have to cease acting for one or all of you.

Equality and Diversity

We are committed to eliminating discrimination and encouraging equality and diversity in our own policies, practices and procedures and in those areas in which we have influence.

In developing and implementing our Equality and Diversity Policy, we will comply with the Solicitors Code of Conduct 2011 and with all current and future anti-discrimination legislation, associated Codes of Practice and any relevant amendments or re-enactments of such legislation/Codes of Practice or future Codes of Practice.

Applicable Law

The construction, validity and performance of this contract shall be governed in all respects by the law of England

Tax

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We will not advise you on any tax consequences of your matter including in respect of Capital Gains Tax. You should ask your Accountant to advise on tax and similar matters

Stamp Duty Land Tax is a tax on land transactions in all of the United Kingdom and is a form of self-assessed transfer tax. This is a personal liability on yourself, we prepare and submit the return on your behalf but do not provide specialist advice

Disclaimer and third parties

We shall not be responsible for any losses whatsoever suffered or incurred by you or any third party by reason of our compliance with obligations imposed on us by The Money Laundering Regulations 2007 and/or The Proceeds of Crime Act 2002 and/or other legislation relating to or connected with the prevention of crime and/or the instruction of any law enforcement agencies.

These terms of business are not intended to and do not confer any rights on any third party under the Contracts (Right of Third Parties) Act 1999.

E-Mail

We are able to communicate with you by e-mail as well as by post, fax and telephone. Unless you let us know to the contrary, we will assume that you are happy for us to communicate by e-mail, even though we cannot guarantee the security or confidentiality of e-mail communications.

Data Storage and Use

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To operate efficiently Risdon Hosegood has to collect and use information about people to enable them to comply with regulatory requirements and to enable them to carry out work on your behalf. This personal data will be collected, stored and processed pursuant to the provisions of the Data Protection Act (DPA) 1998 up to 24th May 2018 and the General Data Provisions Regulations (GDPR) on and from 25 May 2018 (Data Protection Legislation) and as recorded in the Risdon Hosegood Privacy Notice

Termination

You are entitled to terminate your instructions to us in writing at any time. We can only terminate your instruction to us for good reason and giving you reasonable notice that we will stop acting for you. We would be entitled to do so if you did not pay an outstanding bill or make a reasonable payment on account of costs when asked. In either case we are entitled to charge for work which we have done to that date.

Regulatory requirements (Money Laundering)

The law requires solicitors, banks and building societies and some others to obtain satisfactory evidence of identity of their clients and, at times, people related to the client or their matter. This is because solicitors who deal with money and property on behalf of their client can be used by those wanting to launder money. In order to comply with the law on money laundering it is necessary for us to verify the identity of all clients

Therefore for to comply with regulatory requirements we must have evidence of your identity and address. Where we are required or feel it necessary to fully identify our clients, we will carry out our checks by way of an Electronic Identification process. You will be notified of the cost for carrying out the check and this will be detailed within our client care letter on the commencement of your case. An electronic check will place a

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“soft footprint” on your credit scoring history, however this will not impact on your credit scoring.

We also have to be satisfied that the source of any finance (for example a property purchase) is legitimate and legal.

Personal data received will only be processed for the purposes of preventing money laundering or terrorist financing unless permitted by an enactment or unless you provide consent

We cannot act for you without ID and source of funds (if applicable) being verified

Your Money

Your money will be held in a Client Account separate from our own office account. Under the SRA Account Rules 2011 any relevant interest will be credited to you. We can only hold money for specific transactions; we cannot act as a bank.

- Payments by cheque must be received at least **7** working days before they are required to allow clearance.
- We will not accept payments in cash of more than £1,000. ***If you try to avoid this policy by depositing cash directly with our Bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.***
- Payments by card must be made 2 days in advance to ensure clearance, ***Please note card payments cannot be accepted for purchases of property.***
- BACS payments must be made 3 days in advance to ensure clearance.

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- CHAPS payments will ensure a same day payment to us.

Where we have to pay money to you, it will be paid by cheque (no fee) or BACS OR CHAPS (fees apply). It will not be paid in cash or to a third party.

Cybercrime Alert: Avoid being a victim

Please be aware that there is a significant risk posed by cyber fraud specifically affecting email accounts and bank account details. PLEASE NOTE that our bank account details WILL NOT change during the course of a transaction, and we will NOT change our bank details via email. We do not accept bank details via email. Please be careful to check bank account details with us in person. We will not accept responsibility if you transfer money into an incorrect account.

Interest Policy

As part of carrying out your instructions to us, we have informed you that we may need to hold your money in our client account. In holding client's money, we have an obligation to pay interest

on that money at a fair and reasonable rate and are required to put in place an interest policy; this policy sets out the guidelines for when interest will be paid and is summarised below.

We aim to account to you for interest at a reasonable rate of interest however as the holding of your funds is incidental to the carrying out of your legal instructions, the rate is unlikely to be as high as the rate you may be able to obtain when depositing the money we hold on your behalf yourself. In most cases we must ensure that money held on client account is immediately available and so the need for instant access is taken into account when setting the rate of interest payable by us.

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We align our interest rates paid on monies held on general client account to the Lloyds commercially available rate for instant access funds. This rate is likely to change from time to time.

Where your money is held on our general client account, any interest paid to you is paid without any deduction for income tax (unless you are resident overseas – see below). As such it is your responsibility to inform HMRC of interest received from us and the implications of this will depend upon your own financial circumstances.

Under the European Savings Directive regulations 2003/48/EC we are required to inform HMRC of payments of interest to relevant payees and residual entities in prescribed territories. Where you reside outside the UK and EC, we are required to deduct income tax at the current basic rate and account for this interest to HMRC directly and pay you the net amount.

Interest will be calculated from the time the funds become cleared for interest purposes. Interest will not be paid if the sum of money held does not exceed the amount shown in the left column below for a time not exceeding the period indicated in the right column:

Amount	Period
£1,000	8 weeks
£2,000	4 weeks
£10,000	2 weeks
£20,000	1 week

Interest will not be paid if the total amount calculated for the period that cleared funds are held is less than £20.00.

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Interest will be calculated at the end of the matter and we will credit the client ledger at that date.

Liability for Costs & Legal Expenses

In litigation cases, it is sometimes possible for us to recover part or all of our charges from another party. In litigation cases the loser is usually responsible for the payment of some or all of the winner's costs. However, it is a term of our retainer (agreement to act for you) that you are responsible for the payment of our costs, disbursements and VAT in full when they are due for payment. You will be paid, on our rendering an account or accounts, whether interim or final, any costs recovered from another party unless they are deducted on account of your indebtedness to us, which these terms irrevocably authorise us to do.

A client who is unsuccessful in a Court case may be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses.

Financial Services

If during this transaction you need advice on investments, we may have to refer you to an Independent Financial Adviser who is authorised by the Financial Conduct Authority, as we are not.

- If we receive any commission we will tell you and pay this to you.
- The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, as amended by the Financial Services Act 2012.

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- Responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handler (see below).

Storage of Papers

- Storage of papers will be subject to the Risdon Hosegood Privacy Notice
- We are entitled to keep your papers until our bill has been paid in full.
- The file is your property subject to certain exceptions. We will keep it (except for any papers which you ask to be returned to you) for not less than 6 years after which it will be confidentially destroyed. We will tell you if there are any important documents that should be stored for longer.
- We will not destroy documents that you ask us to deposit in safe custody.
- If you want the file or anything from it please give at least five working days' notice so that we can get the file from storage. We do not normally make any charge for storing files or documents. We reserve the right to charge you for copies of documents or further advice on documents we hold or recovering the file from storage.

Limitation of Liability

- **Our maximum liability to you from this transaction, in respect of any claim, or series of claims arising from the same act or omission shall not exceed £2 million or, if higher, the minimum level of cover required by the Law Society from time to time. This will not apply to any liability that may not be limited or excluded by law or rules of professional practice.**

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- We do not accept any duty of care to any other individual under the Contracts (Third Party Rights) Act 1999.

Complaints

If you have any concerns about the work we are doing then please discuss them with the person doing the work. If they cannot resolve your concerns then the complaint will be referred to our Client Care & Complaints Officer, Edward Judge at our Taunton branch. If the complaint relates to Mr Judge he will ask his deputy, Peppy Griffiths, to handle the complaint instead.

- A copy of our Complaints Handling Policy is available on request.
- *If we do not deal with your complaint to your satisfaction then you may (with effect from 6th October 2010) refer the matter to the Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ or on 0300 555 0333 or enquiries@legalombudsman.org.uk.*