

# **CONVEYANCING**

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## 1. OUR CONTRACT

**1.1 Extent** These Terms of Business issued by Champion Solicitors and Estate Agents ("the Firm"), as supplemented and/or amended by any relevant Engagement Letter; apply to each Matter we work on for you.

**1.2 Variation** No variation of these Terms shall be effective, unless it is in writing and is signed by one of our Directors.

**1.3 DEFINED TERMS** In these Terms of Business:-

<b>"the Firm"</b>	the Firm means Champion Solicitors and Estate Agents and any successor practice and any service company owned or controlled by or on behalf of the Firm or any of the Directors;
<b>"Associated Entities"</b>	means (where you are a body corporate) your shareholders, directors (as individuals not acting together as the Board), officers and employees, subsidiaries, parent companies, and subsidiaries of parent companies, and (where you are a trade association) your individual members;
<b>"Credit Period"</b>	means the period of seven (7) days from the date of our invoice for our fees and/or expenses;
<b>"Documents"</b>	means Documents Held For You, Our Documents and Your Documents;
<b>"Documents Held For You"</b>	means documents we create or receive on your behalf (including communications from or with third parties, notes of conversations and meetings, draft and final documents, and instructions to and opinions of barristers);
<b>"Engagement Letter"</b>	means, in relation to any Matter, the letter (or other agreement) recording the basis of our engagement;
<b>"Force Majeure"</b>	means any circumstance beyond the reasonable control of the party affected by it and includes telecommunications failure, power supply failure, terrorism, fuel strikes, severe weather, computer breakdown, failure of suppliers to meet delivery requirements, industrial disputes and absence of personnel due to illness or injury;
<b>"Matter"</b>	means any specific transaction, dispute or issue in relation to which you ask us to provide Services whether or not it has been defined in an Engagement Letter or other agreement;
<b>"Our Documents"</b>	means documents (other than Documents Held for You) which we create or receive for our benefit (including copies of our letters to you, your letters to us, notes of telephone conversations and meetings with you for which we have not charged you, and our preliminary drafts, research materials and internal notes);
<b>"Director"</b>	means a Director of the Firm;
<b>"Services"</b>	means all services we provide to you in relation to the relevant Matter;
<b>"We", "us", and "our"</b>	means or refers to the Firm;
<b>"You"</b>	includes the addressee of the relevant Engagement Letter and any other person identified in the Engagement Letter as our client and "your" shall have

a cognate meaning; and

## **2. OUR AUTHORITY AND SERVICES**

### **2.1 Our Authority**

**2.1.1** You give us full authority to act for you to the fullest extent necessary or desirable to provide the Services. In particular, we may engage barristers and other third parties and otherwise incur on your behalf reasonable expenses of a type which it is necessary or desirable to incur in relation to the Services in question.

**2.1.2** If we so require, you will contract directly with any third party so engaged by us and assume direct responsibility to them for the payment of their fees and expenses.

### **2.2 Our Services**

**2.2.1** The Director at the Firm named in any Engagement Letter as the "Supervising Director" will be the Director primarily responsible for the provision of our Services. That Director has complete discretion to deploy such of our lawyers, trainee lawyers, paralegals or other staff as she/he deems necessary or desirable to ensure appropriate delivery of the Services.

**2.2.2** We only advise on the Laws of England and Wales. If you require advice on the laws of other jurisdictions, we will, with your agreement, instruct lawyers practicing those laws to give such advice, on the same basis as we engage other third parties on your behalf.

## **3. YOUR RESPONSIBILITIES**

You will (so far as you are practicably able to do so):-

**3.1** provide us with timely instructions, information and materials necessary or desirable for us to perform the Services for you;

**3.2** notify us promptly of any changes or additions to instructions, information and materials previously provided by you or on your behalf; and

**3.3** ensure that all information provided to us is complete in all material respects and not misleading.

## **4. CLIENT CARE CODE**

As part of our duty to you in accordance with the Code of Conduct we set out below our complaints handling procedure in paragraph 24. Thankfully, this has rarely been of interest to our clients, but we take this opportunity to ensure that you are fully acquainted with it.

### **4.1 Code**

We want you to be happy with every aspect of our Service. We therefore operate a Client Care Code, the principles of which are as set out below:-

**4.1.1** We are committed wholeheartedly to the professional standards laid down by the Solicitors Regulation Authority.

**4.1.2** You will be told clearly at the outset the issues and how we advise they be dealt with, and the immediate steps we will take on your behalf.

**4.1.3** The Client Care Letter / Engagement Letter (attached to this Terms of Business) notifies you of the following details:-

the name of the person or persons who is/are dealing on a day to day basis with your matter; and

the name of the Supervising Director;

**4.1.4** You will be told the name of the new fee earner if the matter is transferred from one fee earner to another.

**4.1.5** We cannot guarantee that the fee earner or Supervising Director will be available on demand, but we will do our best to get back to you promptly and efficiently.

**4.1.6** You will be informed of the progress of your matter and the reason for any serious delay.

**4.1.7** If you do not understand anything, please always ask. We will explain any important document; if you still are unclear as to the position, please say so. We want you to be fully informed and happy; you pay to leave the problem with us to solve.

**4.1.8** Never be afraid to ask for an appointment to discuss your case. However, if we are undertaking fixed fee work then we reserve the right to refuse multiple appointments.

**4.1.9** There may be certain preparatory tasks that you ought to consider carrying out yourself to save costs. An example is putting the papers in order and flagging material items. This is helpful to us, and lowers your bill by saving the time we would otherwise spend.

**4.1.10** At the end you will be sent a bill and a letter confirming the matter has been completed and, where necessary, summarising any continuing consequences.

**4.1.11** If in doubt, ask. If you are still unclear or disagree, you can ask for us to confirm it by letter and you can then write with your comments.

**THE FIRM'S POLICY IS TO ONLY ACCEPT UP TO £900 IN CASH PAYMENTS FROM CLIENTS. WHERE WE HAVE TO PAY MONEY TO YOU, IT WILL BE PAID BY BANK TRANSFER**

## **5. HOURS OF BUSINESS**

The normal hours of opening at our offices are between 9.00 a.m. and 5:00 p.m. on weekdays. Messages can be left on the answerphone outside those hours and appointments can be arranged at other times when this is essential.

## **6. FEES AND EXPENSES**

### **6.1 General**

**6.1.1** Unless otherwise agreed in the Engagement Letter, our fees will be calculated principally by reference to the time spent by us in providing the Services at the fixed hourly rates applicable to the relevant staff.

**6.1.2** We may, in accordance with professional guidelines, also charge a premium (where reasonable to do so) to take account of the nature, responsibility, complexity, value and urgency of the Services and other criteria specified in those guidelines.

**6.1.3** The fixed hourly rates of each of our Directors, Solicitors, Trainee Solicitors, Case Handlers, paralegals and other staff are reviewed from time to time and we will inform you of any variation in these rates and the date upon which they take effect.

**6.1.4** You will be responsible for paying the expenses we incur in the course of providing the Services (including travel and subsistence expenses, search and filing fees, court fees and barristers', foreign lawyers' and other third parties' fees and expenses). We have no obligation to pay for such expenses unless you have provided us with the funds for that purpose.

**6.1.5** VAT will be charged at the appropriate rate on all fees and expenses.

### **6.2 Limited Companies**

When accepting to act on behalf of a limited company, we may require a Director and/or Controlling Shareholder to sign a form of personal guarantee in respect of our fees and expenses. If such request is refused, we will be entitled to stop acting and require immediate payment of our fees on a time spent basis and expenses as set out above.

### **6.3 Payments on Account**

**6.3.1** We may require you to make a payment to us on account of our fees and expenses at any time and on more than one occasion. Money paid on account which is not subsequently required for fees and expenses will be returned promptly.

**6.3.2.** We are not obliged to credit payments on account against interim invoices but may do so if you fail to make prompt payment.

### **6.4 Quotations and Estimates**

**6.4.1** The provision of figures (orally or in writing) from time to time for the likely cost of a piece of work is an estimate only and does not constitute a contract to carry out the work at that cost.

6.4.2 The provision of a written quotation for work constitutes an offer to carry out the work at that cost and does not become a contract until you accept the quotation or a defined part of it.

6.4.3 Unless stated in writing to the contrary, any quotation or estimate does not include any expenses or VAT.

6.4.4 Where we carry out work which falls outside the scope of an accepted quotation (or of an estimate which is subsequently incorporated into a contract between us) we may charge fees at our fixed hourly rates, in addition to the quoted or estimated fee. We may also charge additional fees on the same basis for work within the scope of such a quotation or estimate which is made more time consuming, onerous or urgent as a result of:-

circumstances or information which we did not know or could not reasonably have anticipated at the time of the quotation or estimate (whether or not you were aware of them/it); or

your, or your agents', act or omission.

## **6.5 Commissions**

If we receive a commission from a third party arising from work we are doing for you, we will credit you with the commission unless you have agreed otherwise or the amount is less than twenty pounds (£20) (excluding VAT).

## **7. OUR INVOICES**

### **7.1 Frequency of Invoices**

**7.1.1** Unless otherwise agreed in the Engagement Letter, we will be entitled to invoice you in respect of our fees and expenses monthly and on completion of each matter. At the end of our financial year we shall be entitled to bring up to date our invoicing in respect of all your then unbilled work.

**7.1.2** Unless otherwise stated, monthly or other interim invoices are a final account of our fees for all work done during the period to which they relate. You agree that we may bring proceedings on interim invoices which are not final bills where we have provided Services and the amount of the invoice does not exceed the cost of the Services provided at the applicable fixed hourly rates.

**7.1.3** There may be a delay in invoicing expenses incurred on your behalf pending our receipt of the relevant invoices from suppliers. Unless otherwise stated, such invoices are not a final invoice in relation to such expenses.

**7.1.4** You may pay directly into our client account as follows:

Lloyds Bank, Old Market Square, Nottingham

Account No. 59405268

Sort Code. 30-96-18

### **7.2 Payment Terms**

Interest will accrue on all debts over 7 days until the time they are paid at the rate of 8% above the Bank of England's Base Rate. Any debts that have to be chased will incur a handling charge of £50 plus VAT.

If you do not pay any invoice by the end of the Credit Period, or the sum we have requested on account within seven (7) days (or such longer period as we may specify) of our demand, we may suspend or terminate the provision of all or any Services (and instruct any third parties engaged by us to suspend the provision of their services) and may invoice you for all accrued fees and expenses.

### **7.3 Third Party Payments**

In some circumstances, you may have a right of recovery or indemnity against a third party in respect of all or part of our invoices, but we are not permitted to issue a VAT invoice to any person other than you in any circumstances, and you remain liable to us to pay our invoices notwithstanding such a right.

### **7.4 Right to Retain Money, Documents and Property**

As a contractual right, in addition to any right to retain money, Documents and property available to us under the general law (lien), we have the right to retain your money, Documents and property (whether held in relation to the Services for which payment has not been made or any other Services) until you have paid us in full.

## **8. INTEREST POLICY**

Our Interest Policy is compliant with the Solicitors Accounts Rules 2011 and a copy is at the end of the Terms of Business.

## **9. CONFLICT OF INTEREST**

### **9.1 Definition**

“Conflict of Interest” means any situation where:-

**9.1.1** we owe (or, if we accepted your instructions, would owe) separate duties to act in the best interests of two or more clients in relation to the same or a related matter and those duties conflict, or there is a significant risk that those duties may conflict; or

**9.1.2** our duty to act in your best interests in relation to a matter conflicts, or there is a significant risk that it may conflict, with our own interests in relation to that or a related matter; or

**9.1.3** we have confidential information in relation to a client or former client, and you wish to instruct us on a matter where:-

that information might reasonably be expected to be material; and

you have an interest adverse to our other client or former client, and for the purposes of this paragraph “you” does not include Associated Entities.

### **9.2 Similar Activities**

We may act for parties engaged in activities similar to or competitive with yours.

### **9.3 Third Parties**

Once we have agreed to act for you in relation to a Matter, we will not act for a third party in relation to the same Matter if there is a Conflict of Interest between that third party's interests and your interests.

### **9.4 Instructions Creating a Conflict of Interest**

We may decline to act for you where accepting your instructions would create a Conflict of Interest or cause us to break an existing agreement with a third party.

### **9.5 Consent**

Where our professional rules allow, and subject to satisfying the requirements of those rules (for example by implementing an information barrier), we may act for you and another client where a Conflict of Interest would otherwise exist, provided that we have the consent of both parties. We do not require your consent to act against an Associated Entity.

### **9.6 Cessation of Services**

If, whether through a change in circumstances or otherwise, we find that we have agreed to provide Services to you in circumstances which give, or could give, rise to a conflict of interest we will discuss with you how to deal with the conflict and may, be obliged to stop providing Services to you and/or to all other clients affected by the Conflict of Interest.

## **10. 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.

### **10.1 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).

## **10.2 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:

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

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

10.2.3 Resolving queries.

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

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

10.2.6 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.

## **10.3 Examples of such instances will include:**

10.3.1 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;

10.3.2 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

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

## **10.4 How We Share Your Information**

10.4.1 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.

10.4.2 For further information on how we use your data please see our Privacy Policy which is available on request or can be viewed here: <https://www.campionssolicitors.co.uk/privacy-policy>

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

## **11. INFORMATION AND CONFIDENTIALITY**

### **11.1 Information About You**

**11.1.1** We may use the information which you provide, or which we obtain through our dealings with you, for the provision of Services and may give it on a confidential basis to our Directors, employees and agents. We may use it to administer your account with us, including tracing and collecting any debts.

**11.1.2** We may also use it to ensure 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.

**11.1.3** We may also use it to contact you by letter, telephone, e-mail or otherwise about our services and about events such as seminars and conferences and to send you briefings and similar material. By signing and returning a copy of any Engagement Letter you are agreeing that we may use your contact details and information in this way. If you do not wish to be contacted, please tick the box provided before returning the copy of the Engagement Letter.

**11.1.4** Sometimes we ask other companies or people to do typing/photocopying/other administration duties on our files to ensure this is done promptly. 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.

**11.1.5** We may store information about You, Your Matter or any other Documents and correspondence relating to Your file(s) using cloud based technology. 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.

## **11.2 Our Duty of Confidentiality**

11.2.1 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 disclosures to our auditors or other advisers or for the purposes of our professional indemnity insurance. If You do not wish to disclose Your details and file to be released You must notify us in writing when signing and returning a copy of the Client Care Letter/ Terms of Business/ Instruction Form; or

as otherwise required by law or other regulatory authority to which we are subject.

11.2.2 We may refer publicly to your name as a client of ours, provided we do not disclose any information which is confidential to you.

11.2.3 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.

## **11.3 Your Duty of Confidentiality**

11.3.1 Our advice and other communications with you are confidential and may not, without our consent, be disclosed by you to any 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.

11.3.2 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. CUSTODY, RETENTION AND TRANSFER OF DOCUMENTS**

**12.1** We will, at your request, either during the provision or after completion of any Services, release to you or to your order Your Documents and Documents Held For You, provided that we are not at the time exercising our right to retain documents pending payment of outstanding fees and expenses or are prevented by any court order, undertaking or other legal constraint from doing so. We may copy all of Your Documents and Documents Held for You before releasing them, including any electronic correspondence submitted by You.

**12.2** 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 in original, copy or imaged Form for a minimum of six (6) years, after which we may destroy them and any copies or images of them.



**12.3** We may agree to store title deeds, wills and other especially valuable documents in safe custody for you if you require and, if we do, we will not, without your consent, destroy any such documents.

**12.4** 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.

**12.5** After completing the work, we will be entitled to keep all your papers and document whilst there is still money owed to us for fees and expenses. We will keep our file of your papers, including emails and hardcopies thereof, for up to 15 years. Further information regarding retention of your file of papers will be provided at the end of your matter. We keep files on the understanding that we can destroy them after the retention period has expired. The retention period starts on the date of the final bill. We will not destroy documents you ask us to deposit in safe custody. If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However we may charge you both for time spent producing stored papers that are requested as well as reading correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

### **13. INTELLECTUAL PROPERTY RIGHTS**

#### **13.1 Copyright**

We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing the 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 licence and only re-grant it to you once full payment has been made.

#### **13.2 Opinions from Barristers and other Third Parties**

13.2.1 We may retain, for our subsequent use, a copy of the advice 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.

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

### **14. JOINT INSTRUCTIONS**

**14.1.1** Where we agree to work on a Matter for more than one client jointly, the rights and obligations of the joint clients to us in relation to the Services will be several (save for obligations to pay money to us, which will be joint and several).

**14.1.2** Each joint client irrevocably permits us to disclose to any other of the joint clients at any time any information which we would otherwise be prohibited from so disclosing by virtue of our duty of confidentiality. If any joint client ends this permission during the provision of the relevant Services, or if a conflict of interest otherwise arises between joint clients, we may suspend or terminate the provision of Services related to that Matter to one or more of the joint clients.

**14.1.3** If any joint client asks us to transfer documents we will deliver Your Documents to, or to the order of, the joint client who delivered them to us. We will retain any Documents Held For You and will supply copies to each joint client, making the originals available at one of our offices for inspection by any joint client on reasonable prior written notice.

### **15. HELP TO BUY ISA 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.

By signing and dating a copy of these Terms of Business (or) the accompanying engagement letter (or) the buyer questionnaire, you agree to us providing all necessary Relevant Personal Data to HM Treasury and to the Administrator and / or to any sub-contractor of HM Treasury or of the Administrator and to the processing of your Relevant Personal Data by any or all of the aforementioned parties.

## **16. FORCE MAJEURE**

Neither You nor We shall be liable for any failure to perform, or delay in performing, any obligations (other than payment and indemnity obligations) if and to the extent that the failure or delay is caused by Force Majeure and the time for performance of the obligation, the performance of which is affected by Force Majeure, shall be extended accordingly

## **17. LIABILITY**

### **17.1 Duty of Care**

**17.1.1** We will use reasonable skill and care in the provision of the Services. Where we make an assessment for you, either expressly or by implication, of the likely level of risk associated with different potential courses of action, you accept that such assessment is made relying only upon the information and documents then available to us and cannot, therefore, be definitive.

**17.1.2** Accordingly, such an assessment should only be used as one element in the making of any practical or commercial decision. You accept that the magnitude or acceptability of a risk is a matter for you.

**17.1.3** The aggregate liability of the Firm (or of any service company owned or controlled by or on behalf of any of the Directors) and of all Directors, consultants to and employees and agents of the Firm and any service company owned or controlled by or on behalf of any of the Firm or the Directors in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance), for loss or damage arising from or in connection with the Services provided shall, in relation to each Matter, be limited to the sum, unless otherwise agreed, of five million pounds (£5,000 000.00)

### **17.2 Third Parties**

**17.2.1** The Services are provided to and for the benefit of you as our client and you alone. No other person may use or rely upon the Services nor derive any rights or benefits from them. The provisions of the Contracts (Rights of Third Parties) Act 1999 are to that extent excluded.

**17.2.2** The Firm alone will provide the Services and you agree that you will nor bring any claim whether in contract, tort, under statute or otherwise against any Director, or any consultant to, or employee or agent of the Firm or any service company owned or controlled by or on behalf of any of the Directors and those Directors, consultants, employees and agents shall be entitled to rely on the terms of this agreement insofar as they limit their liability.

### **17.3 Drafts**

Where we provide draft or provisional advice or other materials, that advice or those materials are not to be relied upon as constituting our final view.

## **17.4 Current Law**

The Services are provided in accordance with professional practice requirements and the proper interpretation of the law, as each exists on the date on which the relevant Service is provided. If there is any change in such requirements or the law, or their interpretation, after the relevant Matter has been concluded (or before that time but which could not reasonably be known by us at that time), we have no responsibility to notify you of, or of the consequences of, the change.

## **17.5 Communication**

17.5.1 We shall communicate with you at the postal and email addresses and the telephone and fax numbers which you publish unless you ask us to use other addresses and numbers. You will notify us if you regard any communications from us as particularly confidential and the means by which you require us to make such communications and we shall have no liability to you arising out of your failure so to notify us.

17.5.2 Subject to any notification you may make to us under the previous paragraph, we shall not be required to encrypt, password-protect or digitally sign any email, or attachment, sent by us. We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of e-mails, including any attachments. We shall not be responsible for the effect on any hardware or software (or any loss or damage arising from any such effect) of any e-mails or attachment which may be transmitted by us (save to the extent caused by our negligence or wilful default).

## **17.6 Deadlines**

We will try to meet any deadline we agree with you for the performance of any Services but, unless we agree otherwise in writing in relation to any time, date or period for delivery or performance by us, time shall not be of the essence

## **18. PROPORTIONATE LIABILITY**

If you accept or have accepted any express exclusion and/or limitation of liability from any of your other professional advisers, our total liability to you arising out of the Services will not exceed the net aggregate of the amount for which we would otherwise have been liable after deducting any amount which we would have been entitled to recover from such adviser as a matter of law whether pursuant to statute or otherwise, but are prevented from doing so as a result of any such exclusion and/or limitation of liability.

## **19. EXCLUSION**

We shall not be liable for:-

**19.1** any loss, damage, cost or expense arising from any breach by you of your agreement with us or any act or omission of any other person; or

**19.2** any advice or document subject to the laws of a jurisdiction outside England and Wales; or

**19.3** any advice or opinion given to you by any third party (whether or not nominated or recommended by us).

## **20. LOSS OF PROFIT**

We shall not be liable for any indirect loss or damage or any loss of profit, income, production or accruals arising in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance).

## **21. EXCEPTIONS**

Nothing in this agreement exempts us from liability arising from our fraud or reckless disregard of our professional obligations; or from our negligence resulting in death or personal injury; or where, in the case of a contentious business agreement, law or regulation prohibits the exclusion of such liability.

## **22. TERMINATION**

### **22.1 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 document after the ending of an agreement, such provision does not give rise to a new agreement.

## **22.2 Early Termination**

Either you or we may terminate the provision of all or any of the relevant Services at any time by giving written notice to the other. We will not do this without good and substantial reason, such as:-

22.2.1 the threat or risk of violence, injury or other danger to the physical, psychological or moral well-being of any of our personnel; or

22.2.2 the discovery or creation of a Conflict of Interest; or

22.2.3 your requesting us to break the law or any professional requirement; or

22.2.4 the relationship of trust and confidence necessary between solicitor and client ceasing to exist between us; or

22.2.5 your failure to pay to us any amount due, or money on account requested; or

22.2.6 your insolvency; or

22.2.7 your failure to give us adequate instructions; or

22.2.8 our being forbidden to act by the National Crime Agency; or

22.2.9 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; or

22.2.10 any other breach by you of these terms.

## **22.3 Rights on 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.

## **23. GENERAL**

### **23.1 Money Laundering Regulations / The Proceeds of Crime Act 2002**

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

- Campions Solicitors is the data controller;
- Esther Booth is the nominated representative / data protection officer; 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 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.

#### **Individual Clients:**

Please see identity forms attached in appendix 1.

#### **Body Corporate:**

If you are a new or existing body corporate client not listed on a regulated market who has not previously supplied information, we will require the following:

- Company / organisation full name;
- Company or other registration number;
- Registered address and, if different, principal place of business address;
- Memorandum of association or other governing documents;
- Names of the Board of Directors or members of your management body and its senior management;
- Documentation in accordance with lists A and B above for any beneficial owners.

Under the provisions of the Proceeds of Crime Act 2002 ("POCA"), we may be required to make a report to the relevant authorities if at any time we become aware of or suspect (whether from you or any other person) the existence of the proceeds of crime in relation to any Services on which we are engaged. Our obligation to make such a report will, in certain circumstances, override our duty of solicitor/client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such a report.

We may terminate the provision of any Services to you, or be instructed to do so by the relevant authorities, if you fail to comply with your obligation to provide evidence of identity or we suspect that you or any other party connected with you or with the Matter is involved in activities proscribed by POCA.

### **23.1.1 Severability**

Each of these terms shall be severable and distinct from the others and if any term is held to be illegal, invalid or unenforceable, in whole or in part, the remaining terms shall not be affected.

23.1.3 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, You agree to Us disclosing Your details to them.

### **23.2 Equal Treatment / 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 [including citizenship] ethnic or national origins), religion or belief, sex, sexual orientation.

### **23.3 Financial Services**

If during the course of the matter upon which we are advising you, you need advice on investments, we may have to refer you to someone who is authorized by the Financial Conduct Authority, as we are not. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

If you have any problem with the services we have provided for you, then please let us know. We will try to resolve any problem between ourselves. If for any reason we are unable to resolve the problem between us, then we are regulated by the Solicitors Regulation Authority and complaints and redress mechanisms are provided through the Solicitors Regulation Authority and the Legal Ombudsman.

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

### **23.4 Insurance Mediation**

As we have said, we are not authorized by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation 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 Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk](http://www.fca.org.uk)

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but 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 handling body of the Law Society.

## **24. DISPUTE RESOLUTION**

### **24.1 Scope**

All claims, complaints and disputes arising out of or in connection with the Services ("Disputes") will be resolved pursuant to this paragraph.

### **24.2 Complaints Procedure**

24.2.1 We hope you will have no complaint. To underline how seriously we take complaints, we have a set Complaints Procedure which can be summarised as follows: (a copy of our full complaints procedure is available on request)-

24.2.2 If you have any complaint or observation (good or bad) about our service, please say so.

24.2.3 Raise any complaint first with the Fee Earner assigned to your matter, including any complaint about your bill.

24.2.4 If this does not resolve it satisfactorily, tell the Supervising Director responsible for your case.

24.2.5 If this does not resolve it satisfactorily, contact Esther Booth [ebooth@champions.co.uk](mailto:ebooth@champions.co.uk) the Director nominated by the practice to ensure prompt and thorough investigation of any complaint.

24.2.6 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).

24.2.7 Contact details:

The address of the Legal Ombudsman is: PO 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)

24.2.8 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 mediation or arbitration, or by taking action through the Courts.

24.2.9 Kindly note that you have the right to object to your bill by making a complaint to the appropriate body referred to above 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.

### **24.3 Exclusions**

We shall not be obliged to comply with paragraph 23 above in relation to any Dispute in which we seek:-

24.3.1 an order or award (whether interim or final) restraining you from doing any act or compelling you to do any act; or

24.3.2 a judgment or award for a liquidated sum to which here 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

24.3.3 the enforcement of any agreement reached or any binding order, award, determination or decision made pursuant to paragraph 23 above, nor shall anything in this paragraph inhibit us 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.

### **24.4 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.

## **25. LAW AND JURISDICTION**

The terms on which we provide Services to you are governed by, and shall be construed in accordance with, English law. You and we each agree to submit to the exclusive jurisdiction of the English and Wales courts, provided that we may in our sole and unfettered **Campions Solicitors and Estate Agents Limited, 45-49 Mansfield Road, Nottingham NG1 3FH Tel. 0115 947 6373 Fax. 0115 950 9171 [scampion@campions.co.uk](mailto:scampion@campions.co.uk)** discretion commence proceedings against you in any other Court.

## **26. QUALITY STANDARDS**

Due to our own internal quality standards and us achieving CQS and Lexcel, we are subject to periodic checks by outside assessors. This could mean that your file may be selected for checking/auditing, in which case we would need your consent for inspection to occur. 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. If you prefer to withhold consent, work on your file will not be affected in any way. Since very few of our clients do object to this we propose to assume that we do have your consent unless you notify us to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which we conduct on your behalf. Please contact us if we can explain this further or if you would like us to mark your file as not to be inspected. If you would prefer to withhold consent please put a line through this section in the copy letter for return to us.

## **27. DISCLAIMERS**

### **27.1 Tax**

We are not qualified to advise you on the tax implications of transactions you instruct us to carry out, or the likelihood of them arising.

### **27.2 Planning in property transactions**

We will not advise you on the planning implications of your proposed purchase, unless specifically requested to do so by you, otherwise than by reporting to you on any relevant information provided by the results of the "local search".

### **27.3 Other property disclaimers / Environmental**

It is not our responsibility to carry out a physical inspection of the property nor advise on the valuation of the property nor the suitability of your mortgage nor any other financial arrangements. We shall not advise generally on environmental liabilities where we shall assume, unless you tell us to the contrary,

that you are making your own arrangements for any appropriate environmental survey or investigations.

We may, however, need to obtain on behalf of your lender, at your expense, an environmental search. However, we will not advise you about any issues relating to the possible contamination of any land which may be relevant to your purchase. We have to tell you that we are not qualified to advise on the results of any search made in that respect and would only be able to report to you the actual results of such a search. This is particularly significant in respect of the potential liabilities that may arise at some future point in time as a result of land contamination or flood risk that are having increasing significance. If you have any doubts, please discuss your concerns with us.

If we are instructed on 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 and any cash back payments or discount schemes that a seller is giving to you

## **28 REGULATIONS AFFECTING YOUR CANCELLATION RIGHTS**

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

28.1 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 – i.e.: 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.

28.2 The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.

28.3 To exercise your right to cancel, you must inform us **Campions, 45-49 Mansfield Road, Nottingham, NG1 3FH Tel. 0115 9247028 Fax. 0115 950 9171 [SPEAT@campions.co.uk](mailto:SPEAT@campions.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.

28.4 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 the 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 the Client Care Letter, we will not be able to undertake any work during that period.

## **29 INSURANCE**

We have a legal duty to tell you about our professional indemnity insurance. We have an obligation to carry such insurance and our qualifying insurers are: -

Allianz Global & Corporate Speciality whose address is 60 Gracechurch Street, London, EC3V 0HR. Our insurance policy number: GBF004190190. 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.

## **30 BUILDINGS INSURANCE**

Please note that your buildings insurance must be in place by the time that we exchange contracts not on completion of your purchase because you are liable for the property between exchange and completion.

## **31 INSURANCE REQUIRED ON MORTGAGE OFFER**



Please forward a copy of your insurance schedule as soon as you receive it. You should ensure that the amount of cover is at least the minimum referred to in your mortgage offer or valuation report.

Please ensure that the policy is in the joint names of you and your lender or at least your lender's interest must be noted. Whilst you may not be asked to provide your lender's details when obtaining a quote, this information is vital and if you are not asked for it you must volunteer it.

Please also ensure that your correct full name(s) and the property address are included. Please note we only need to see a quote at this stage as the insurance does not need to be put in force until exchange of contracts.

You will need to forward the quote from one specific insurance company rather than providing a list of quotes obtained from a price comparison website as it will not show any of the required information.

## **32 SEARCHES ON PURCHASE**

### **32.1 TIME OF SEARCHES**

32.1.1 We shall commence searches as soon as we have both your money and the title from the seller's conveyancers. We cannot do so until then.

32.1.2 You may be interested, to call into the Local Authority Planning Department to have a look at the Local Plan. The reason for this is that the result of the local search will not give any indication as to general development in the area, it is very specific to the property. If there is any open land around the property, or if you have any queries about a particular piece of land in the vicinity, the local planning authority should be able to tell you what development is likely on this land or whether anyone is currently seeking planning permission.

32.1.3 Another point arising from the results of the local search is that it will only reveal whether there are road proposals within 200m of the property. Whilst there are various different types of road proposals, two examples are road widening schemes and construction of flyovers, subways etc. Should you decide to go and have a look at the Local Plan, you will be able to find out if there are any road proposals outside the 200m area.

32.1.4 We must stress that it is not necessary for you to go and look at the Local Plan, we mention it simply because you may be interested to find out a little more about the general area in which your home is located.

## **33 OUR PROCEDURE ON EXCHANGE AND COMPLETION**

### **33.1 Procedure on Exchange**

For us to exchange we must have the following:-

- A contract signed by you
- If acting for the buyer a 10% deposit (may be agreed as less if you have a mortgage in excess of 90%)
- All issues have been dealt with
- An agreed date for completion

We can then exchange. We do this with a telephone call to the other side. You do not need to be present. Sometimes this is done at the same time as completion.

### **33.2 Procedure on Completion**

#### **33.2.1 If Acting for Buyer**

Before you complete you will have been sent:-

- A statement showing all sums due (unless we are receiving it all from your sale)
- This should have been paid either by chip and pin payment at our office (at least 5 working days before) or by interbank transfer (by the day before)
- On completion we send all money due as soon as possible during the day or if there is a dependant sale as soon as we have receipt of your sale proceeds

- On receipt of your money the vendor's solicitors will ring the agents. The agents can then release the keys to you. (If internet only agents, Housing Association sale or Vendor selling personally, other arrangements will apply)

### **33.2.2 If Acting on your Sale**

If acting on your sale we shall notify your agents (or you if you are holding the keys) when completion monies are received after deduction of agents fees, mortgages (if they apply) any monies due are sent to you in accordance with your authority.

### **34 INSTRUCTIONS BY EMAIL ONLY**

If you are to instruct by email only, the following conditions apply:-

- You must contact the office by email only. You must not ring in
- Without binding ourselves we aim to reply to all emails within 2 working hours and in any event as soon as possible
- You can come into the office to deposit documents
- At all times we reserve the right to telephone you if we deem it necessary
- We shall have in all cases a personal instruction at the office or if not coming in the office a telephone instruction. In either case the instruction will go through all issues

### **35 FINANCIAL SERVICES COMPENSATION SCHEME**

In the event of a banking failure it is unlikely that the firm would be held liable for any losses of client account money.

We currently hold our client account funds in Lloyds Bank. The £85,000 Financial Services Compensation Scheme (FSCS) limit will apply to each individual client so if you hold other personal monies yourself in the same bank as our client account, the limit remains £85,000 in total, so it may be advisable to check with your own bank as some banks now trade under different trading names.

With effect from 3rd July 2015, the FSCS also 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 bank failure you agree to us disclosing details to the FSCS

### **36 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 showing the Green Deal improvement or an EPC and a disclosure 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.

Please note that we offer no guarantees/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.

### **37 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.

## INTEREST POLICY

As part of carrying out your instructions to us, 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 with your bank.

Where amounts are held outside of a general client account or separate designated deposit account, the rate of interest and date that interest is credited will depend on the relevant institution where the funds are held, and as such fall outside of the requirements of this policy, The relevant interest information can be obtained at your request.

Where your money is held on our general client account, any interest paid to you is paid without deduction for income tax (unless you are resident overseas – see below). As such it is your responsibility to inform HMRC of interest amounts received from us and the implications of this will depend upon your own financial circumstances. Where interest is held on a separate designated deposit account, interest is usually paid net of tax (unless you have signed a declaration confirming your entitlement to receive bank interest gross). The same rate of interest will be paid on money held in general client account as will be paid on money held in a separate designated deposit account (assuming that this will offer a fair and reasonable outcome for the client and the firm).

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

Interest will be calculated from the time the funds become cleared for interest purposes, on cheques or banker's drafts this will be 3 days after the cheque or draft has been deposited with our bank. For amounts received by debit or credit card, interest will start to accrue from the date of the actual receipt, usually 3 days after the transaction has been authorised. For direct transfers or same day payments the funds become cleared on the day after receipt. Interest will be calculated on a daily basis and calculated on amounts held overnight from the day the funds become cleared for interest purposes.

Interest is added to each client account monthly and/or at the end of each case if sooner. Interest will not be paid if the sum of money held is not exceeding the amount shown in the left column below for a time not exceeding the period indicated in the right column. Interest will only be paid if the total amount of interest is £20 or more.

Amount	Period
£1000	8 weeks
£2000	4 weeks
£10 000	2 weeks
£20 000	1 week

The rate of interest is based on our current bank rate (duly tiered) and monitored regularly:

General client account	0.02%
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## REQUIREMENTS AS TO PERSONAL IDENTIFICATION FOR INDIVIDUALS LIVING OUTSIDE OF THE UK:

This form is for clients resident outside the UK.

### ADDRESS IDENTIFICATION

The address identification is suitable evidence of your address in the country in which you live and that evidence should be no more than three months old. It must be certified as a true copy by the individual who deals with your photograph identification below.

#### 1. PASSPORT

You should provide certified copies of a VALID FULL PASSPORT for the UK or for the country that you are a citizen of (If this cannot be provided we must receive a full explanation)

#### 2. Plus ONE OTHER DOCUMENT in accordance with the following list:

- VALID UK PHOTOCARD DRIVING LICENCE (BOTH PARTS)
- A VALID HM FORCES IDENTITY CARD WITH YOUR PHOTOGRAPH
- AN IDENTITY CARD (if outside the uk) for the country in which you are resident
- A DRIVING LICENCE (if outside the uk) for the country in which you are resident so long as it has photographic identification
- ANOTHER ACCEPTABLE FORM OF PHOTOGRAPHIC IDENTIFICATION (YOU WILL NEED TO DISCUSS WHAT IS ACCEPTABLE)

Please contact us if you are unable to provide both documents. In no circumstances should original documents be sent through the post.

#### 3. CERTIFICATION:

We require a black and white copy of both of these documents certified by one of the following who must be in employment within their stated occupation and where relevant they must be supervised by a Supervisory Authority:-

- AN INDIVIDUAL EMPLOYED IN A BANK OR BUILDING SOCIETY
- AN INDEPENDENT LEGAL PROFESSIONAL.
- AN ACCOUNTANT OR ACTUARY
- AN AUDITOR OR A TAX ADVISER, or EEA equivalent (If outside the UK)
- AN INSOLVENCY PRACTITIONER, or EEA equivalent (If outside the UK)

It is important that the individual certifying the copy, certifies that IT IS A TRUE COPY OF THE ORIGINAL AND AS A TRUE LIKENESS OF YOURSELF (it is extremely important that you get the correct wording and therefore we suggest you provide them with the example below. This example wording must be written on the actual copy of the identification made by the person certifying. PLEASE DO NOT COMPLETE THE EXAMPLE BELOW BUT COPY IT ONTO THE COPY ID TO BE CERTIFIED.

#### Example of correct wording:

**“I hereby certify that this is a true copy. The original of which was produced to me on ..... (date) and, where appropriate the photograph provided a good likeness of the**

person named.”

Signature.....

Name of Signature.....

Occupation.....

Address Of Firm.....

Tel No: .....

We would prefer certification in English but appreciate that is not always possible if the certification takes place outside the UK. We can accept certification using French, Italian, German or Spanish. In the event of difficulties please contact us.

There may be a charge made by the individual certifying the copies. You will need to be present when the copies are certified.

ONCE CERTIFIED THE DOCUMENTS CAN BE SENT TO US IN THE FOLLOWING WAYS;

- BY POST (CERTIFIED COPIES ONLY NOT ORIGINALS)
- BY FAX
- BY SCANNING AND SUBMITTING BY E-MAIL

If you are unsure about these requirements please not hesitate to telephone us to discuss.

# IDENTIFICATION SHEET

## REQUIREMENTS AS TO PERSONAL IDENTIFICATION FOR CONVEYANCING CLIENTS RESIDENT WITHIN THE UK:

At present neither our Derby or Nottingham offices are open for clients to come in with identification. As and when either or both offices are open then there will be further guidance so that clients living in the Nottingham or Derby area can come in to the office to deal with identification.

**WE AS A FIRM TAKE IDENTIFICATION EXTREMELY SERIOUSLY. THOROUGH BACKGROUND CHECKS ARE MADE. THE VAST MAJORITY OF INDIVIDUALS WHO BUY AND SELL PROPERTIES ARE ENTIRELY HONEST BUT THERE ARE A SMALL NUMBER WHO WILL USE A FALSE IDENTITY TO CONDUCT CONVEYANCING TRANSACTIONS. WE REPORT ALL SUCH INDIVIDUALS TO THE AUTHORITIES.**

### - Existing client exemption from identification

If you have commenced a case with this firm within the last 12 months and within that time and complied with identification requirements then you may be exempt from identification procedures.

However, that is at our absolute discretion and we reserve the right to ask for identification from existing clients. If you wish to apply for exemption on these grounds then please tick the box below.

I wish to apply for exemption as an existing client.

### - Special Cases

In the case of a transaction involving a company, an LPA, or a Trust please contact us for further guidance.

### - Address Verification

We require a copy of an up to date bank statement within the last three months for each client unless that statement is being used for proof of funds.

Please tick the appropriate box below:

Bank Statements provided for myself/ ourselves.

Bank Statements supplied as part of proof of funds.

### - Personal Identification

Please supply a certified copy of both the following documents.

1. A certified copy of the signature page and photo page of a valid UK passport or of the country you are a citizen of.
2. A certified copy of a UK or foreign driving license.

## **CERTIFICATION:**

We require a black and white copy of both of these documents certified by one of the following who must be in employment within their stated occupation unless otherwise stated and where relevant they must be supervised by a Supervisory Authority:-

- **ESTATE AGENT – In the vast majority of cases we would expect clients to provide us with copy documents certified by Estate Agents.**
- INDEPENDENT LEGAL PROFESSIONAL
- ACCOUNTANT, ACTUARY OR TAX ADVISOR
- INSOLVENCY PRACTITIONER
- RETIRED CONVEYANCERS, CHARTERED LEGAL EXECUTIVES, SOLICITORS AND BARRISTERS
- BANK OFFICIALS AND REGULATED FINANCIAL ADVISERS
- MEDICAL DOCTORS, DENTISTS AND VETERINARY SURGEONS
- POLICE OFFICERS AND OFFICERS IN THE UK ARMED FORCES
- TEACHERS AND COLLEGE AND UNIVERSITY TEACHING STAFF
- MEMBERS OF PARLIAMENT AND MEMBERS OF ANY OF THE DEVOLVED ASSEMBLIES OR PARLIAMENTS OF THE UK
- UK CIVIL SERVANTS OF SENIOR EXECUTIVE OFFICER (SEO) GRADE OR ABOVE
- MAGISTRATES

## **THE VERIFICATION CAN ALSO BE MADE BY WAY OF A VIDEO CALL**

It is important that the individual certifying the copy, certifies that IT IS A TRUE COPY OF THE ORIGINAL AND AS A TRUE LIKENESS OF YOURSELF (it is extremely important that you get the correct wording and therefore we suggest you provide them with the example below. This example wording must be written on the actual copy of the identification made by the person certifying. **PLEASE DO NOT COMPLETE THE EXAMPLE BELOW BUT COPY IT ONTO THE COPY ID TO BE CERTIFIED.**



Example of correct wording:

**“I hereby certify that this is a true copy. The original of which was produced to me on ..... (date) and, where appropriate the photograph provided a good likeness of the person named.”**

**Signature.....**

**Name of Signature.....**

**Occupation.....**

**Address Of Firm or Organisation.....**

**Tel No: .....**

**Email Address: .....**

**Professional Body Supervising or Organisation that the certifier is employed by. If more than one state and in each case please state your number:**

**.....**

There may be a charge made by the individual certifying the copies. You will need to be present when the copies are certified but the certification can be made by way of video link

ONCE CERTIFIED THE DOCUMENTS CAN BE SENT TO US IN THE FOLLOWING WAYS;

- BY POST (CERTIFIED COPIES ONLY NOT ORIGINALS)
- BY FAX
- BY SCANNING AND SUBMITTING BY E-MAIL
- BY DELIVERY TO OUR DERBY OR NOTTINGHAM OFFICE

**IF YOU ARE UNSURE ABOUT THESE REQUIREMENTS PLEASE CONTACT US VIA EMAIL.**