



## LANSDOWNE LEGAL

### **TERMS AND CONDITIONS OF BUSINESS**

**Please sign and return the last page**

#### **Our Aim**

- We aim to offer clients quality legal advice with a personal service at a fair cost. As a start, we hope it is helpful to set out in this statement the basis on which we will provide our professional services.

#### **Hours of business**

- The normal business hours are between 9.00am and 5.00pm Monday to Friday. If we are unavailable for whatever reason, a message can be left and calls should be answered the next working day. Calls and appointments can be arranged outside those times.

#### **People responsible for your work**

- Your matter will be dealt with by the solicitor principal, a senior legal executive or conveyancing executive. A letter at the outset will be sent to the client stating who is dealing with the matter and giving the name of the supervising partner/member/director.
- Sometimes, however, work will be delegated to another member of staff where we deem it appropriate to expedite matters or to minimise expense. All support staff are closely supervised and the practice takes complete responsibility for their work.

#### **Communication between you and us**

- Our aim is to offer all clients an efficient personal and effective service at all times. We hope that you will be pleased with the work we do for you. However, should there be any aspect of the service with which you are unhappy, please raise your concern in the first place to me.
- We will aim to communicate with you by such method as you may request, although we find that email or telephone is generally the easiest way of communicating. We may need to virus check discs or email. Unless you withdraw consent, we

will communicate with others when appropriate by email but we cannot be responsible for the security of correspondence and documents sent by e-mail.

- **Data Protection**

- The Data Protection Acts require me to advise you that your particulars are held on our database. We will only use your information to administer your account. That means sharing details with our auditors and the Law Factory in Ledbury that administer our ledgers for day to day transactions, estate agents in property transactions and financial institutions in the case of probate or trusts or divorce.
- **However**, We may, from time to time, use these details to send you information which we think might be of interest to you including other services we provide. If you consent to us contacting you for these purposes please tick how you would like us to contact you.

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<b>Post:</b>	<b>Email:</b>	<b>Telephone:</b>
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- We have no intention of sharing data with third parties for marketing purposes but should the situation change we would contact you beforehand and seek your explicit consent before doing so.
- Where we act for two or more clients jointly it is on the clear understanding that we are authorised to act on instructions from either, both or any of them. Furthermore the joint clients are jointly and severally liable to pay any bills that may be delivered. The General Data Protection Regulation (GDPR) came into effect on 25<sup>th</sup> May 2018 which imposes upon us serious new compliance regulations one of which requires us to ensure that our outsourcing is compliant including carrying out detailed due diligence on all our suppliers who process personal data on our behalf. This we have done.
- Confidentiality. We have a professional obligation to keep our client's affairs confidential. However, the Proceeds of Crime Act 2002 can oblige us to report information about suspected financial offences to the National Crime Agency ), in particular if we have reason to suspect that any assets involved in your matter were derived from a crime, we may have to report it. This can include even small amounts of money, and covers all offences, including for example tax evasion and benefit fraud.

- If we have to make a report to National Crime Agency we may be prevented by law from telling you that we have done so. The report may result in an investigation by the Police, HM Revenue and Customs (HMRC) or other authorities. The law contains exceptions. If you are concerned about how this may affect you, please contact us

## **Charges and expenses**

- Charges will be calculated mainly by reference to the time actually spent in respect of any work done on your behalf. This may include meetings with you and perhaps others; reading, preparing and working on papers; making and receiving telephone calls, e-mails, faxes and text messages; attending at court/in tribunal; and time necessarily spent travelling away from the office. From time to time we may arrange for some of this work to be carried out by persons not directly employed by the firm; such work will be charged to you at the hourly rate which would be charged if we had done the work itself.
- The current hourly rates are set out below. VAT will be added to these at the rate that applies when the work is done. At present, VAT is 20%.

Principal	£240.00
Solicitor	£200.00
Legal Executive	£180.00
Other Paralegals	£ 100.00

- These hourly rates have to be reviewed periodically. Normally the rates are reviewed with effect from 1<sup>st</sup> January each year. If a review is carried out before this matter has been concluded, we will inform you of any variation in the rate before it takes effect.
- The Firm's VAT registration number is 302 5597 72.
- In addition to the time spent, we may take into account a number of factors including any need to carry out work outside normal office hours, the complexity of the issues, and the speed at which action has to be taken and any particular specialist expertise which the case may demand. An increase in the rates may be applied to reflect such factors. Where an increase in the rates or a charge reflecting any value element is to be added we will explain this to you.
- Solicitors have to pay out various other expenses on behalf of clients ranging from Land Registry, Court Fees, experts' fees, barristers' fees and so on. We have no obligation to make

such payments unless you have provided me with the funds for that purpose. VAT is payable on certain expenses. We refer to such payments generally as “disbursement”.

- If, for any reason, this matter does not proceed to completion, we will be entitled to charge you for work done and expenses incurred.

### **Interest policy**

- In accordance with the Solicitors Regulation Authority’s Accounts Rules, Lansdowne Legal are required to account to our clients for interest on money held by us in our client account when it is fair and reasonable to do so.

The holding of client money is incidental to the carrying out of clients’ instructions. In addition, we are required to hold client money in an instant access account to facilitate transactions. As a result, the rates of interest paid under this policy are unlikely to be as high as those obtainable by a client.

Interest will be paid where the amount calculated on the balance held exceeds £30. Where money is held in relation to separate matters for the same client, we will treat the matters separately, unless the matters are so closely related that they should be considered together.

Where client monies are held in our general client account we will pay interest without deducting tax at source. Our clients will be responsible for declaring any interest to HM Revenue & Customs. Where client monies are held in a designated deposit account, interest is usually paid net of basic rate income tax.

Interest will be calculated on a daily basis, using the average rates of interest offered to business customers on instant access deposit accounts across all banking institutions where Lansdowne Legal holds general client funds. Where appropriate we will adjust these rates to take into account our overall banking arrangements so far as they affect the rates received.

Interest will be calculated on cleared client funds. In the case of cheques received, this will be **seven** working days after the cheque has been deposited with our bank and for amounts received in cash, or via credit or debit card, standing orders, BACS and CHAPS, interest will accrue from the day of receipt into our client account. Where Lansdowne Legal issues cheques from client account, interest will normally be paid for **three** working days from the date of issue.

Lansdowne Legal will normally account to the client for interest at the conclusion of the matter. Where we consider it appropriate, we will calculate and credit interest on a **monthly** basis.

Clients may contract out of receiving interest by signing a written agreement with the instructed solicitor, who must ensure that the client has been provided with sufficient information at the outset of the matter to enable them to give informed consent.

This interest policy, including the de minimis limit of £30 will be reviewed periodically, particularly if changes are made to the Bank of England's Base Rate.

Complaints regarding this interest policy and the amount of interest paid should be directed to Michael Hodge in the first instance. If this does not result in a satisfactory resolution, then clients may refer the matter to the Legal Ombudsman.

## **Payment Arrangements**

- It is normal practice to ask clients to pay interim bills; we find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the progress of a case may result. In the unlikely event of any bill or request for payment not being met, this firm must reserve the right to stop acting for you further.
- Billing is normally done on a monthly basis at the end of the month unless for example, fixed fee has been agreed for a specific project or piece of work when a client may be billed on completion. We will endeavour to agree any bill with you beforehand (except where a fixed fee, for example, has already been given).
- Payment is due within 14 days of our sending you a bill. Interest may be charged on a daily basis of 4% over Barclay's base rate from the date of the bill in cases where payment is not made within 14 days of delivery of the bill.
- The common law entitles us to retain any money, papers or other property belonging to you which properly come into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which the costs were incurred. This is known as a "general lien". We are entitled to hold property, other than money, even if

the value or it greatly exceeds the amount due to us in respect of costs.

- If we are taking tribunal proceedings on your behalf, we have additional rights in any property recovered or preserved for you whether it is in my possession or not and in respect of all costs incurred, whether billed or unbilled. We also have a right to ask the court to make a charging order in our favour for any assessed costs.
- We do not accept payments in cash. Monies due to you from us will be paid by cheque or bank transfer, but not in cash, and will not be made payable to a third party.

### **Storage of papers and documents**

- After completing the work, we are entitled to keep all your papers and documents while there is money owing to use for our charges and expenses. In addition, we will keep your file or papers for you in storage for not less than one year. After that, storage is on the clear understanding that we have the right to destroy it after such period as we consider reasonable or to make a charge for storage if we ask you to collect your papers and you fail to do so. We will not of course destroy any documents such as Wills, deeds and other securities, we you ask us to hold in safe custody. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.
- If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on 50% of the person responsible for the work usual hourly rate for producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with your instructions.

### **Termination**

- You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for charge and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing.
- If we decide to stop acting for you, for example if you do not pay an interim bill or comply with the request for a payment

on account, we will tell you the reason and give you notice in writing.

- Under the Consumer Protection (Distance Selling) Regulations 2000, for some non-business instructions, you may have the right to withdraw, without a charge, within seven working days of the date on which you asked us to act for you. However, if we start work with your consent within that period, you lose that right to withdraw. Your acceptance of these terms and conditions of business will amount to consent. If you seek to withdraw instructions, you should give notice by telephone, e-mail or letter to use at the person name in these terms of business as being responsible for your work. The Regulations require us to inform you that the work involved may take more than 30 days.

### **Tax and Planning Advice**

- Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a matter that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we will do our best to identify a source of assistance for you and would pass on the relevant detail once agreed.

### **Identity, disclosure and confidentiality requirements**

- At the outset of the matter, we may carry out electronic verification of your identity which will mean that you do not have to provide appropriate proof of identity yourself, by signing and returning the attached client care letter, you agree to the firm carrying out this electronic search.
- Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception: legislation on money laundering and terrorist financial has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of client involves money laundering, the solicitor may be required to make a disclosure, we may not be able to inform you that it has been made, or any reasons for it, because the law prohibits "tipping off". Where the law permits, we will tell you about any potential money laundering problem and explain what action we may need to take.

- The firm may be subject to audit or quality checks by external firms or organisations. We may also outsource work. This might be for example typing, photocopying, costing's, research and preparation to assist with your matter. Information from your file may therefore be made available in such circumstances. We will always aim to obtain a confidentiality agreement with the third party.
- In order to comply with court and tribunal rules, all documentation relevant to any issues in litigation, however potentially damaging to your case, have to be preserved and may be required to be made available to the other side. This aspect of proceedings is known as "disclosure". Subject to this, we will not reveal confidential information about your case except as provided by these terms of business.

### **Regulatory Matters**

- The firm has professional indemnity insurance cover provided through

Great Lakes reinsurance up to £2,000,000 with an excess of £5,000 on each claim

- The firm is authorised and regulated by the Solicitors Regulation Authority ("SRA") and the firm's SRA number is 51293. The professional rules which apply to it are contained in the Solicitors Code of Conduct. The Code of Conduct is available on the SRA's website at: <http://www.sra.org.uk/solicitors/code-of-conduct.page>.

### **Referral Arrangements**

- We may pay a referral fee for work referred to us. In such situation we will inform you in writing and will tell you what fee we have paid. The advice which we give to you will be independent and we will treat you the same as any other client. You are free to raise questions on all aspects of the transaction and any information which you disclose to us will be treated as confidential and not disclosed to the referrer or to any third party without your consent. We will not act for the referred in connection with the same transaction in any way at all and you are under no obligation to instruct us in connection with the transaction.

### **Complaints**

- A full copy of the practice's complaints procedure is available on request.



## **Property Disclaimers**

- We will not carry out a physical inspection of the property.
- We will not advise on the valuation of the property nor the suitability of your mortgage nor any other financial arrangements.
- We will not advise on environmental liabilities where we shall assume, unless you tell us in writing 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.

## **Terms and conditions of business**

- If you require clarification on any of these points please do not hesitate to let us know.
- Unless otherwise agree, and subject to the application of then current hourly rates, these Terms and Conditions of Business shall apply to any future instructions given by you this this firm.
- Although your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of Business, it may not be possible for us to start work on your behalf until one copy of them has been returned to us for us to keep on our file.

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**I/We confirm that I/We have read and understood, and I/We accept, these terms and conditions of business.**

**You may accept instructions from either one/any of us on behalf of us both/all of us in connection with all matters relating to our purchase/sale and to any related transaction.**

**I/We agree to our details being retained on a computer database.**

**I/We have read the above. I am/We are happy to give you the authorities requested and to instruct you to act for me/us on the terms set out.**

Signed .....

Date .....





## LANSDOWNE LEGAL

### **Complaints Policy**

Lansdowne Legal is committed to providing a high-quality legal service to all our clients. When something goes wrong, we need you to tell us about it. This will help us to maintain and improve our standards.

#### **Our complaints procedure**

If you have a concern or a complaint, please contact the person having conduct of your work with the details. If we have to change any of the timescales set out below we will let you know. If you cannot solve the issues with this person and wish to make a formal complaint please address to Michael Hodge (Principal)

#### **What will happen next?**

1. Within five days we will send you a letter acknowledging your complaint and asking you to confirm or explain the details. We may suggest that we meet to clarify any details.
2. We will then record your complaint in our central register and try to resolve the complaint.
3. If you are still not happy we will refer the matter again to our Principal Michael Hodge and open a file for your complaint and investigate your complaint. This may involve one or more of the following steps.
  - If we acted for you, we will consider your complaint again. We will then send you our detailed reply or invite you to a meeting to discuss the matter.
  - If your complaint relates to a person outside the firm, for example, an expert or barrister, we will ask them to give Michael Hodge their reply to your complaint. We will then examine their reply and the information in your complaint file. We may also speak to them.
  - We may ask another independent local solicitor to investigate your complaint and report to Michael Hodge.
  - We will then write inviting you to meet Michael Hodge and discuss and hopefully resolve your complaint.

4. We would aim to be in a position to be able to meet with you within 10 working days of first receiving your complaint. If you would prefer not to meet, or if we cannot arrange this within an agreeable timescale, we will write to you setting out our views on the situation and any redress.
5. Within three working days of the meeting we will write to you to confirm what took place and any solutions we have agreed with you. In appropriate cases we could offer an apology, a reduction of any bill or a repayment in relation to any payment received.
6. At this stage, if you are still not satisfied, please contact Michael Hodge again. We will then arrange to review our decision within the next 10 working days. This may happen in one of the following ways.
  - We will review the decision ourselves.
  - We will arrange for someone who is not connected with the complaint to review our decision.
  - We will ask another local firm of solicitors to review your complaint. This may take longer than 10 working days in which case we will let you know how long this process will take.
7. We will let you know the result of the review within five working days of the end of the review. At this time we will write to you confirming our final position on your complaint and explaining our reasons. If you are still not satisfied, you can contact the Legal Ombudsman about your complaint, but we very much hope that this will not be necessary.
8. The Legal Ombudsman to whom complaints can be addressed can be contacted as follows:

Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

Address: The Legal Ombudsman

P O Box 15870

Birmingham

B30 9EB

Tel: 0300 555 0333

Normally you will need to bring a complaint to the Legal Ombudsman within 6 months of Michael Hodge writing to you with the firm's final response about your complaint.

