

## Client Care and Terms of Business for Conveyancing

The following areas are covered in these terms of business:

1. Service standards
2. Responsibilities
3. Hours of business
4. Anti-money laundering obligations
5. Speaking to your lender
6. Financial matters
7. Professional indemnity insurance
8. Equality and diversity
9. Data protection
10. Storage of papers
11. Review of files
12. Limitation of liability
13. Applicable law
14. Ending our services

### **1. Service standards**

We aim to provide you with high standards of service at all times. We will:

- Keep you regularly informed in writing of progress with your matter;
- Communicate with you in plain language;
- Explain to you in writing the legal work which is required as your matter progresses;
- Keep you advised of the likely timescales for each stage of this matter and any material changes in those estimates.

### **2. Responsibilities**

To achieve the best possible outcome in your case, we need to work together with you. We will:

- Review your matter regularly;
- Advise you on the law;
- Follow your instructions;
- Update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances.  
You need to:
  - Provide us with clear and timely instructions;
  - Provide us promptly with the information and documents required to complete the transaction.

### **3. Hours of business**

Our office hours are from 9.00 am to 5.00 pm Monday to Friday.

### **4. Anti-money laundering obligations**

#### *Evidence of identity*

The law requires licenced conveyancers, banks, building societies and others to obtain satisfactory evidence of the identity of their client and, at times, people related to the client or their case. This is because licenced conveyancers who deal with money and property on behalf of their client can be used by criminals wanting to launder money.

In order to comply with the law on money laundering, we need to obtain evidence of your identity as soon as practicable, and in any event before we can proceed with your matter. To collect this evidence, our normal practice is to take a photocopy of your original passport or photo driving licence and a copy of a utility bill.

If you are unable to provide us with the specific identification requested, please contact our office as soon as possible so that we can discuss alternative ways to verify your identity.

#### *Confidentiality*

We are under a professional and legal obligation to keep details of your case confidential. This obligation, however, is subject to a statutory exception, which may require a conveyancer who knows or suspects that a transaction on behalf of a client may involve money laundering or terrorist financing to make a disclosure to the Serious Organised Crime Agency.

If we are required to make a disclosure in relation to your matter, we may not be able to inform you that a disclosure has been made. We may also have to cease acting in your matter for a period of time and may not be able to tell you the reasons for it.

### **5. Speaking to your lender**

If we are also acting for your proposed lender, in this transaction, this means we have a duty to make full disclosure to the mortgagee of all relevant facts relating to you, your purchase and mortgage. That will include disclosure of any discrepancies between the mortgage application and information provided to us during the transaction and any cashback payments or discount schemes which a seller is providing you. If a conflict of interest arises, we must cease to act for you in this matter.

### **6. Financial matters**

#### *Financial arrangements*

Our practice's policy is to only accept cash up to £250.00 from clients.

If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.

Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

#### *Interest on money owed to you*

Any money received on your behalf will be held in our practice's client account.

Subject to the period of time money is held, interest will be calculated and paid to you at the rate from time to time payable on Barclays Bank plc Ordinary Deposit Accounts. We will not pay interest to you if the amount earned is less than £50.00.

The period for which interest will be paid will normally run from the date(s) on which funds are received by us, until the date(s) that cheque(s) are issued.

#### *Costs*

We have agreed a fee with you in accordance with the terms of our estimate letter. Expenses are payable in addition to that amount.

We will send you a bill following the exchange of contracts and payment is required before completion. If sufficient funds are available on completion, and we have sent you a bill, we will deduct our fees and expenses from the funds.

Payment of a bill is required on completion of your transactions. We may charge you interest on unpaid bills at 8% per year, from one month after the delivery of our bill.

If you are obtaining funding for this purchase from a lender, the loan cheque must be received by us a minimum of four working days prior to the completion date. If the money can be sent by CHAPS payment we will request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. The lender may charge interest from the date of issue of their loan cheque or the transfer of the payment. For more information on these charges contact the lender directly.

### **7. Professional indemnity insurance**

Under the Indemnity Insurance Rules conveyancers are required to take out and maintain qualifying insurance which will meet the cost of any claim you make against us for negligent work. Details of our insurance can be found at our offices, or you can contact us to request this information.

If you make a valid **claim** against us for a loss arising out of work for which we are legally responsible, and we are unable to meet our liability in full, you may be entitled to claim from the **Compensation Fund** administered by the council for **Licensed Conveyancers** (from whom details can be obtained).

We are not authorised by the Financial Conduct Authority. However, we are included in the register maintained by the Financial Conduct Authority so that we can **carry on Insurance Mediation Activities**, which broadly advising on, selling and administration on insurance contracts. This part of our business, including arrangements for **complaints** or redress if something goes wrong, is regulated by the council for **Licensed Conveyancers**. The register can be accessed via the Financial Conducts Authority website at <http://www.fsa.gov/register/home.do>

### **8. Equality and diversity**

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

### **9. Data protection**

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

Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to disclose information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you.

We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

### **10. Storage of papers**

We will keep our file of your papers (except any of your papers which you ask to be returned to you) for no more than six years. We will keep the file on the understanding that we have the authority to destroy it six years after the date of the final bill we send to you for this matter. We will not destroy documents you ask us to deposit in safe custody.

If we retrieve papers or documents from 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 for time spent producing stored papers requested, reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

**11. Review of files**

Our practice is subject to audit or quality checks by external firms or organisations. These external firms or organisations are required to maintain confidentiality in relation to your files.

**12. Limitation of liability**

Our liability to you for a breach of your instructions shall be limited to £2 million or such other higher amount as expressly set out in the letter accompanying these terms of business. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

These limitations apply only to the extent that they are permitted by law. In particular they do not apply to any liability for death or personal injury caused by negligence.

**13. Applicable law**

Any dispute or legal issue arising from our terms of business will be determined by English law and will be submitted to the exclusive jurisdiction of the English courts.

**14. Ending our services**

You may end your instructions to us in writing at any time, but we will be entitled to keep all your papers and documents while there is still money owing to us for charges and expenses.

We may decide to stop acting for you only with good reason. For example, if you do not pay an interim bill or there is a conflict of interest. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we should stop acting for you, you will be required to pay for the expenses which we have already paid and a percentage of our fees which is considered reasonable to cover the work we have already undertaken.

THANK YOU

**Bampton Law LLP**