

# HOWELLS TERMS AND CONDITIONS OF BUSINESS

Version 4, June 2016

**It is important that you read and indeed understand this document and it is available in a larger font size if requested**

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## 1. OUR CONTRACT

### 1.1. Extent

These Terms of Business issued by Howells Solicitors ("the Firm"), as supplemented and/or amended by any relevant Engagement Letter; apply to each Matter we work on for you. Howells Solicitors is the trading name of Howells Legal Limited [Company Registered in wales No.8782670].

### 1.2. Variation

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

### 1.2. DEFINED TERMS

In these Terms of Business: -

**"the Firm"** the Firm means Howells Legal Limited (trading as Howells Solicitors) and any successor practice and any service company owned or controlled by or on behalf of the Firm or any of the Directors or Shareholders of it;

**"Associated Entities"** 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;

**"Credit Period"** means the period of seven (7) days from the date of our invoice for our fees and/or expenses;

**"Documents"** means Documents Held For You, Our Documents and

Your Documents;

**"Documents Held For You"** 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);

**"Engagement Letter"** means, in relation to any Matter, the letter (or other agreement) recording the basis of our engagement;

**"Force Majeure"** 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;

**"Matter"** 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;

**"Our Documents"** 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>"Partner"</b>	means a Director of Howells Legal Limited or an employee or consultant with equivalent standing and qualifications;
<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
<b>"Your Documents"</b>	means documents which you give or lend to us to enable us to provide Services.

## 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 Partner at the Firm named in any Engagement Letter as the "Supervising

Partner" will be the Partner primarily responsible for the provision of our Services. That Partner 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 practising 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**

We set out below our complaints handling procedure. Thankfully, this has rarely been of interest to our clients, but we take this opportunity to ensure that you are fully acquainted with it. 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 **Code**

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: -
- 4.1.3.1 the name of the person or persons who is/are dealing on a day to day basis with your matter; and
- 4.1.3.2 the name of the Supervising Partner;
- 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 Partner 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. Since time is money, do not be afraid to bring a written list of questions and note the answers. This can also be helpful when telephoning so you do not forget any point.
- 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.
- 4.1.12 The Firm's policy is to only accept up to £300 in cash payments from clients. Please discuss directly with Elizabeth Garrido Williams, (Practice Manager) if you are not able to pay the balance of the fees / disbursements via your bank account / cheque. 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.

## 5. COMPLAINTS PROCEDURE

We hope that you will not have any reason to make a complaint about our Services. To underline how seriously we take complaints, we have a set Complaints Procedure. Please refer to Paragraph 24 entitled "Dispute Resolution".

## 6. HOURS OF BUSINESS

The normal hours of opening at our offices are between 8.30 a.m. and 5:00 p.m. on weekdays. Messages can be left with a Third Party Messaging Service outside those hours and appointments can be arranged at other times when this is essential.

## 7. FEES AND EXPENSES

### 7.1 **General**

- 7.1.1 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.
- 7.1.2 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.
- 7.1.3 The fixed hourly rates of each of our Partners, 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.
- 7.1.4 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.
- 7.1.5 VAT will be charged at the appropriate rate on all fees and expenses.
- 7.1.6 In appropriate circumstances we may require payment of a sum on account of our fees or for disbursements incurred or anticipated. In that event you will be advised as to the amount and the reason for such demand. If cleared funds so requested are not received by Howells, we reserve the right to suspend acting on your behalf.
- 7.1.7 Please note that any payments, by any credit card, will be subject to an administration charge of 2%. Howells reserves the right to reject payment by credit or charge card.
- 7.1.8 It is important to remember that notwithstanding any agreement reached with any Third Party or an Order of the Court, in relation to costs, it is the primary responsibility of you, the client, to discharge our fees in respect of the transaction and our invoice will be addressed to you. When the client comprises more than one person, liability for our fees is shared between those persons on a joint and several basis so that we may seek recovery from any one or more of those persons notwithstanding any agreement reached between them in relation to costs.
- 7.2 **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.
- 7.3 **Payments on Account**
- 7.3.1 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.
- 7.3.2 We are not obliged to credit payments on account against interim invoices but may do so if you fail to make prompt payment.
- 7.4 **Quotations and Estimates**
- 7.4.1 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.
- 7.4.2 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.
- 7.4.3 Unless stated in writing to the contrary, any quotation or estimate does not include any expenses or VAT.
- 7.4.4 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: -

7.4.4.1 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

7.4.4.2 your, or your agents', act or omission.

## 7.5 **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).

## 8. **OUR INVOICES**

### 8.1 **Frequency of Invoices**

8.1.1 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.

8.1.2 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.

8.1.3 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.

8.1.4 You may make payments to our Firm by cheque payable to "Howells Solicitors"

## 8.2 **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.

## 8.3 **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.

## 8.4 **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.

## 9. **INTEREST POLICY**

9.1 We will normally credit you with interest on any funds we hold in our client account on your behalf. Our

policy on the payment of interest is as follows.

- 9.2 Interest will accrue at the rate payable by our bank on instant access deposits. This may be less than the rate at which you could have invested the money yourself.
- 9.3 We will credit you with interest if the amount of interest involved calculated on a quarterly basis is more than £20.00p.
- 9.4 If we hold sums of money for you in relation to different matters, we will normally treat the money relating to each of the different matters separately.
- 9.5 We will not account for interest on money held for the payment of a professional disbursement, once the intended recipient has requested a delay in settlement. Nor will we account for interest on money held for the Legal Aid Agency.

## 10. **CONFLICT OF INTEREST**

### 10.1 **Definition**

“Conflict of Interest” means any situation where:

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- 10.1.1 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
- 10.1.2 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
- 10.1.3 we have confidential information in relation to a client or former client, and you wish to instruct us on a matter where: -

10.1.3.1 that information might reasonably be expected to be material; and

10.1.3.2 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.

### 10.2 **Similar Activities**

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

### 10.3 **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.

### 10.4 **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.

### 10.5 **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.

### 10.6 **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.

## 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 Partners, 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.
- 11.2 **Our Duty of Confidentiality**
- 11.2.1 Solicitor/ Client privilege dictates that a solicitor shall not divulge information in relation to a client's affairs to any third party. However, in certain circumstances it will be necessary and appropriate for us to divulge information to our insurers, sub contractors, persons acting as our agents, your mortgagee, financial advisor and the estate agent/ site office who may either be selling your property or through whom you may be purchasing. You authorize us to make such disclosures. This includes the copying of correspondence and associated information
- 11.2.2 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: -
- 11.2.2.1 for the purpose of acting for you; or
- 11.2.2.2 for disclosures to our auditors or other advisers or for the purposes of our professional indemnity insurance; or
- 11.2.2.3 as otherwise required by law or other regulatory authority to which we are subject.
- 11.2.3 We may refer publicly to your name as a client of ours, provided we do not disclose any information which is confidential to you.
- 11.2.4 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 any hardcopies thereof, for up to six (6) years, except those that you ask to be returned to you. We keep files on the understanding that we can destroy them six (6) years after 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 ask 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-sub licensable 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 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).
- 14.2 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.
- 14.3 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. **LIABILITY**

##### 15.1 **Duty of Care**

- 15.1.1 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.

- 15.1.2 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.
- 15.1.3 The aggregate liability of the Firm (or of any service company owned or controlled by or on behalf of any of the Partners) and of all Partners, 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 Partners 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 Three million pounds (£3 000 000.00p).
- 15.1.4 If you start proceedings against us for loss or damage and there is another person (for example, another advisor) who is liable (or potentially liable) to you in respect of the same loss or damage, then you will (if we so request) join them into the proceedings. This is subject to any legal prohibition against you joining them in that way.
- 15.1.5 We have an interest in limiting the personal liability of employees, consultants and partners. Accordingly, you agree that you will not bring any claim against any individual employee, consultant or partner in respect of losses which you suffer or incur, arising out of or in connection with our engagement or the services we provide. The provisions of this paragraph will not limit or exclude the firm's liability for the acts or omissions

of our employees, consultants or partners.

15.1.6 The provisions of the above paragraph are intended for the benefit of our employees, consultants and partners but the terms of our engagement may be varied without the consent of all or any of those persons.

15.1.7 The above exclusions and limitations will not operate to exclude or limit any liability which cannot lawfully be limited or excluded. In particular, they do not limit liability for fraud, nor for causing death or personal injury by negligence, not for negligence in contentious business, insofar as the Solicitors Act 1974 s60(5) precludes the exclusion of such liability

### 15.2 **Third Parties**

15.2.1 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.

15.2.2 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 Partner, 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 Partners and those Partners, consultants, employees and agents shall be entitled to rely on the terms of this agreement insofar as they limit their liability.

### 15.3 **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.

### 15.4 **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.

### 15.5 **Communication**

15.5.1 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.

15.5.2 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).

### 15.6 **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

## 16. **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.

## 17. **EXCLUSION**

We shall not be liable for: -

- 17.1 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
- 17.2 any advice or document subject to the laws of a jurisdiction outside England and Wales; or
- 17.3 any advice or opinion given to you by any third party (whether or not nominated or recommended by us).

## 18. **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).

## 19. **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.

## 20. **TERMINATION**

### 20.1 **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.

### 20.2 **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: -

- 20.2.1 the threat or risk of violence, injury or other danger to the physical, psychological or moral well-being of any of our personnel; or
- 20.2.2 the discovery or creation of a Conflict of Interest; or
- 20.2.3 your requesting us to break the law or any professional requirement; or
- 20.2.4 the relationship of trust and confidence necessary between solicitor and client ceasing to exist between us; or
- 20.2.5 your failure to pay to us any amount due, or money on account requested; or
- 20.2.6 your insolvency; or
- 20.2.7 your failure to give us adequate instructions; or
- 20.2.8 our being forbidden to act by the National Crime Agency; or
- 20.2.9 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
- 20.2.10 any other breach by you of these terms.

### 20.3 **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.

## 21. GENERAL

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

21.1.1 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.

21.1.2 If you are a new client or an existing client who has not previously supplied information, you are requested to supply both of the following; one item from List A and one item from List B (please note we require professionally certified copies [see below] if you are sending these by post or if you are bringing in the original documents to our offices – we will make certified copies here)

21.1.3 If you are unable to deliver the above to one of our firm's offices we recommend that you send original documents to us by Special Delivery, accompanied by a Special delivery pre-paid self addressed envelop to enable us to return the documents to you, otherwise the documents will be returned by first class post at your risk.

21.1.4 Alternatively, we will accept copies of Documentary Evidence of Personal identity and Documentary Evidence of Address which have been certified by a UK Solicitor, Bank Official, Chartered Accountant, Doctor or Authorised Financial Intermediary, provided such certification is indorsed with an official stamp.

21.1.5 If such Documentary Evidence of Personal Identity and Documentary Evidence of Address, cannot be provided, documentary evidence of State Benefits being received and a letter confirming identity and current address from a Doctor, Social Worker or Residential/ care Home Manager, will be accepted.

21.1.6 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.

#### List A Documentary Evidence of Personal Identity

- Current signed passport

- EEA member state identity card (which can also be used as evidence of address if it gives this);
- residence permit issued by Home Office to EEC nationals on sight of own country passport;
- Current UK or EEC photo-card driving licence;
- Current full driving licence- old style provisional driving licences will not be accepted;
- Benefit book or original notification letter from the Department of Work and Pensions or Job Centre Plus confirming the right to benefits;

**List B Documentary Evidence of Address**

(a document cannot be accepted as evidence of identity and address). The following is a list of examples of suitable documentary evidence of address for UK resident private individuals. Each document must be dated within the last 3 months.

- Bank, building society or credit union statement or passbook containing current address;
- A recent original mortgage statement from a recognized lender;
- A recent utility bill or statement, or a certificate from a utilities supplier confirming an arrangement to pay for services on pre-payment terms (we do not accept mobile telephone bills);
- local council or housing association rent card or tenancy agreement;
- house or motor insurance certificate
- solicitor's letter confirming recent house purchase

22. **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 race, colour, religion, nationality, ethnic origin, sexual orientation, gender, age, disability or marital status. Full details can be found in our Equality and Diversity Policy which is available on request.

23. **FINANCIAL SERVICES**

Advice on Investments

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.

If it necessary during the course of your transaction for any defective title insurance to be put in place, we will arrange this with such organisation as we deem appropriate. Additional charges will be incurred for our so doing.

23.2 **Insurance Mediation**

As we have said, we are not authorised 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)-

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

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

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

24.2.1.4 If this does not resolve it satisfactorily, Mrs Andrea Coombes of 85 Talbot Road, Talbot Green, Rhondda Cynon Taff CF72 BAE ( Tel 01443 230411) (Email [Andrea.c@howellslegal.com](mailto:Andrea.c@howellslegal.com)) the Partner nominated by the Firm to ensure prompt and thorough investigation of any complaint.

24.2.1.5 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).

24.2.2 Contact details:

24.2.2.1 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)

24.2.3 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.

24.2.4 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 24 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 24 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.

### 25. 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: -

QBE Insurance (Europe) Limited whose contact address in respect of claims is AON Claims Solutions 8 Devonshire Square, London EC2M 4PL. Our insurance policy number is PISRQM024051. 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.

### 26. 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.

### 27. 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 courts, provided that we may in our sole and unfettered discretion commence proceedings against you in any other Court.

### 28. QUALITY STANDARDS

Due to our own internal quality standards and us achieving CQS, we are subject to periodic checks by outside assessors. This could mean that your file may be selected for checking, in which case we would need your consent for inspection to occur. All inspections are, of course, conducted in confidence. 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.

29. **REGULATIONS AFFECTING YOUR CANCELLATION RIGHTS**

- 29.1 The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:
- 29.2 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 - i.e.: 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.
- 29.3 The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.
- 29.4 To exercise your right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g.: 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. We will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g.: by e mail) without delay. To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 29.5 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 a copy of the client care letter/ authority to act 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 signed copy of the client care letter/ authority to act we will not be able to undertake any work during that period.

30. **DISCLAIMERS**

30.1 **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.

30.2 **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".

30.3 **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.

Acting for you and your Lender - 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

### 31. **DATA PROTECTION**

We use the information you provide, including any information submitted to us in electronic formats, primarily for the provision of legal services to you and for related purposes including: updating and enhancing client records, analysis to help us manage our practice, statutory returns, 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 give 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.

### 32. **PROVISIONS RELATING TO LITIGATION AND OTHER WORK IN RELATION TO DISPUTES**

This paragraph contains further contractual provisions and important information which we are professionally obliged to give you where the Matter relates to litigation or the resolution of disputes by other means (including a non-

contentious Matter which becomes contentious, or gives rise to further instructions on a contentious Matter).

#### 32.1 **Costs Risk**

32.1.1 In litigation matters, the Court may decide to order one party to pay the costs of the other. The Court usually orders the unsuccessful party to pay all or a part of the successful party's costs, although there is no certainty about this. The successful party usually recovers a proportion of its costs from the unsuccessful party, although there is no certainty about this. You should be aware that: -

32.1.1.1 If you make an interim application to Court which does not succeed, you may have to pay the other side's costs, usually within two (2) weeks.

32.1.1.2 If you lose the case, you may have to pay the other side's costs and it is not usually possible for you to withdraw from the case without dealing with the issue of those costs.

32.1.1.3 Costs awarded have to be proportionate to the value of the dispute and, in the ordinary course, recovered costs from the other side rarely exceeds sixty to seventy per cent (60-70%) of actual expenditure.

32.1.1.4 You will still be liable to pay our costs in full, even if the other party fails to pay the costs awarded to you by the Court.

32.1.1.5 Issues which the Court may take into account in assessing the costs payable or recoverable include:

32.1.1.5.1 efforts made before and during the proceedings to try to resolve the dispute, including the appropriate use of mediation and other alternative dispute resolution procedures;

32.1.1.5.2 the effects of payments into court and offers of settlement;

32.1.1.5.3 the complexity and size of the Matter and the difficulty or novelty of the questions raised;

32.1.1.5.4 the skill, effort, specialised knowledge and responsibility involved;

32.1.1.5.5 the time spent;

32.1.1.5.6 the place and Circumstances in which the work was done.

32.1.2 if the other side is or becomes legally aided, it is highly unlikely that you will recover your costs, even if you are successful.

32.1.3 If you are unsuccessful, or the Court so orders for some other reason, you may be ordered to pay the other side's costs. We will discuss with you whether the likely outcome will justify the expense/risk.

## 32.2 Funding

32.2.1 Legal expenses insurance may be included in your contracts of insurance and you should check your policies to see if you are covered. Your policy may cover your costs and/or your liability to pay the other side's costs. If you believe you are covered, please discuss this with us so that we can assist you in notifying your insurer. If you do not have legal expenses insurance, you may be able to purchase insurance to cover you in the event that you have to pay the other side's costs.

32.2.2 A conditional fee agreement is an agreement whereby we would be entitled to charge you an increased fee if you were successful, and would charge you no fee or a reduced fee if you were not successful. You might be able to take out an insurance policy to cover you in the event that you were ordered to pay the other side's costs. You would usually be able to recover this insurance premium and any sums you paid to us from the other side if you were successful. Not all Matters are suitable for this type of conditional fee arrangement but we are happy to discuss this further with you at your request.

## 32.3 Statements of Truth

Under the Civil Procedure Rules, all statements of case (the term for pleadings which includes documents such as claim forms, defences and witness statements) and certain other documents, must be verified by a statement of truth, to the effect that the party putting forward the document believes the facts stated in it are true. Making a false statement of truth is potentially a contempt of Court.

Whilst a statement of truth can be signed by you or your legal representative, it is our policy that you should sign your own Statement of Truth.

## 32.4 Attendance at Hearings

Please be aware that, under the Civil Procedures Rules, the Court can Order you to attend hearings. We will discuss this with you further as your case progresses.

## 32.5 Alternative Dispute Resolution

As part of the active management of a case under the Civil Procedure Rules, both the Courts and the parties in a dispute are required to consider the use of alternative dispute resolution ("ADR") if it is considered appropriate to help to resolve the dispute. ADR includes methods of dispute resolution such as mediation, adjudication and expert determination.

There have been occasions when the Courts have imposed costs penalties on parties who unreasonably refuse to consider ADR. I will discuss both the methods of ADR and any possible costs implication further with you if and when it becomes appropriate.

## 33. 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 Natwest Bank. The £75,000 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 £75,000 in total, so it may be advisable to check with your own bank as some banks now trade under different trading names.

However, with effect from 3rd July 2015, the FSCS will provide 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.

#### 34. **LEGAL AID**

We do undertake legal aid work and it is important that you are aware of Legal Aid. Legal Aid is useful to a litigant because if he loses, his liability is limited to his means-tested contribution, and it is unlikely the Court will allow the victor to recover any costs against him. Legal Aid is not free. In most cases it is only a loan repaid from the fruits of the action. If the assisted party succeeds and recovers or preserves any asset (except for some exemptions for maintenance and family proceedings), it is subject to the statutory charge. The statutory charge operates to put the recovery or the preserved asset first towards payment of the assisted party's legal costs, and the assisted party only gets the net balance (if any) – often much later because of the time taken in quantifying the final costs. If money is recovered, it has to be paid to the assisted party's solicitor who has to pay it into the Legal Aid Fund who carry out the accounting and pay out the balance. The Legal Aid Agency has no power to reduce or waive the effect of the statutory charge. If a home is involved, it is sometimes possible to delay payment, but the statutory charge then operates like a mortgage and attracts interest until everything is repaid on sale. For more information please discuss this with the person attending to your case (they will be able to

confirm if Legal Aid will be relevant to your type of case and if you may qualify) / alternatively go to the LAA website [www.gov.uk/legal-aid](http://www.gov.uk/legal-aid) or telephone them directly on 0300 20 2020

#### 35. **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 client care 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.

### 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.

If this applies to you, we will ask you to sign and return the [Declaration and Agreement Section] of the Client Care Letter we send to you confirming your authority for us to make any such disclosure to your mortgage lender.

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. **CYBER POLICY**

As you are no doubt aware from recent press coverage the legal industry has been targeted by criminals "hacking" communications between law firms and their clients in an attempt to obtain sensitive information relating to bank accounts and financial transfers in order to illegally redirect funds to accounts controlled by criminals.

In order to reduce the risk it is this firm's policy that we will advise you of our client account details for the receipt of funds in writing at the commencement of your matter. You will note these in our Instruction Form which will accompany our initial Client Care Letter. If you are advised that our account details have changed from those appearing in our Instruction Form then we would ask you to IMMEDIATELY phone the person in this firm who is dealing with this matter in order to check that the changes are legitimate.

If we require you to let us have your bank account details for the transfer of funds due to you e.g. the proceeds of sale for a

conveyancing transaction, we will ask you to provide those details in a PDF version – PLEASE DO NOT provide your bank account details in the body of an email as emails can be intercepted and altered – we may also call you to confirm the details prior to processing any payment due and therefore you must ensure that we are advised by you of you up to date phone numbers should you at any time change your number. Please bear with us in any delayed that may be caused in the transfer of funds due to the additional checks that we may deem it necessary to make as these checks are there to assist taking care of you and your money.

Summary of what you can do to assist us in reducing the risk:

- Ensure that you use reliable and up to date antivirus protection on all electronic communication devices;
- Do not put words such as “Bank account details” “funds transfer” “completion funds” etc in the subject line of any email – the subject line should contain the matter description e.g. property address that you are buying or selling;
- Please do not put account details in the body of an email. If emailing account details please ensure that these are in the body of a PDF attachment;
- Call us to check that we have received the correct account details from you for the transfer of funds;
- Call us to check that you have received the correct client account details from us if you need to send us any funds and if any details that you have received differ from those appearing in our Instruction Form;

#### 38. **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.