CLIENT CARE and Terms of Business

**AND**

**BELL LAMB AND JOYNSON LIVERPOOL**

Date:

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Thank you for your instructions to act in this matter.

# Firm details

|  |  |
| --- | --- |
| Your matter reference details are: ML:2021/18799 | |
| Telephone: 03444 124348 | Fax: 01512032195 |
| Our email address is contact@bljsolicitors.co.uk | |

|  |  |
| --- | --- |
| Bell Lamb & Joynson Solicitors (BLJ Solicitors) | |
| Branch Offices | ​**Runcorn** Millbank House Northway  Runcorn Cheshire WA7 2SX SRA No: 403618  **Liverpool**  39 Walton Vale Liverpool  L9 4ST SRA No: 403619  **Maghull** 7 Central Square  Maghull Liverpool L31 0AE  SRA No: 8003543  **Warrington**  84 Sankey Street  Warrington  Cheshire  WA1 1SG SRA No:5 54803 |
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| Website: | www.bljsolicitors.co.uk |
| Value Added Tax (VAT) number: | 163 3283 73 |
| Authorised and regulated by the Solicitors Regulation Authority with reference number: | 403618 |
| Information Commissioner UK (ICO) registration: | ZA051930 |

Our normal office hours are between 9 am and 5 pm Monday to Friday.

# The person responsible for your matter

The fee earner with overall responsibility for your matter along with details of who will be working on your matter is set out in our initial letter to you.

A partner of the firm will be supervising the matter as indicated in our initial letter.

# Scope of work

The work that we will undertake for you will be set out in our initial letter to you dependent on the instructions you have provided and our assessment of the work that will need to be carried out. By signing these Terms of Business you are agreeing to the scope of work set out in the initial letter.

**Timescale**

An indication of the time that we anticipate your matter will take to conclude is set out in our initial letter. This is an estimate based on our previous experience and may be subject to change as we may be reliant on other parties to respond quickly to our correspondence.

# Costs, Criminal Legal Aid, Civil Legal Aid, disbursements and billing

* 1. **Fixed fees**

If you have instructed us on a matter with an agreed fixed fee, this will be set out in our initial letter.

**OR**

* 1. **Our professional costs**

Our costs are generally based on the time spent dealing with a matter. Time spent on your affairs will include meetings with you; considering, preparing and working on papers, including preparation of bills and statements of account; correspondence and making and receiving telephone calls.

We will charge you as set out below per hour for each hour of work from now until our firm’s annual review on 1 April each year. We will provide a written estimate of our costs as soon as we have sufficient information to enable us to do so. If, due to unforeseen circumstances or difficulties and changes in your instructions, it becomes necessary to revise our estimate, we will write to you with a fresh estimate as soon as possible before incurring any additional costs.

The current hourly rates of our staff are set out below:

**Partner/Head of Department:**  **£275**

**Senior Lawyer – 5+ years PQE £250**

**Lawyer –** up to 5 years PQE **£200**\*includes Cilex/Licensed Conveyancer

**Trainee Lawyer:** **£150**

**Paralegals:** **£125**

We will add VAT to our charge at the rate that applies when the work is done. At present VAT is 20%.

On 1 April each year the hourly rates are reviewed and we will notify you in writing of any increased rate.

Letters and telephone calls made and received are usually charged on a time basis of six‑minute units.

If your instructions require us to work outside normal office hours we reserve the right to increase the hourly rate.

In property transactions, in the administration of estates and in transactions involving a large amount of money or benefit to the client, we may base our costs on the time spent by referring to a value element, such as the price of the property, the size of the estate or the value of the financial benefit. We may also take other factors into account such as the importance of the matter to the client, the urgent and exclusive allocation of time and resources both in and outside business hours and the complexity and any unusual or difficult aspects of the matter.

The value element reflects the importance of the transaction and responsibility placed on the firm. We will write to you separately if applying the value element is appropriate for your matter.

If for any reason the work required is reduced we will charge for the work done and disbursements incurred but these charges will not exceed the current estimate.

* 1. **Criminal Legal Aid**

It is possible that legal aid funding may be available for a criminal representation.

In order to make an application we will require evidence of your income and expenditure, and details of any government benefits you receive. The application will also require details of family circumstances such as any partner or children currently living with you.

In order to progress the application please ensure this information is made available to us as soon as possible.

It is very important that we provide accurate and detailed information to the Legal Aid Agency, and where necessary, keep it up to date with any changing circumstances. Inaccurate information provided may lead to the cancellation of legal aid funding and potential prosecution.

**Automatic legal aid funding**

Legal aid applicants aged under 18 or those in receipt of government benefits do not need to pay for the work we do in the magistrates’ court or the Crown Court. The relevant benefits are

Income Support,

Income-Based Job Seeker's Allowance,

Universal Credit,

Guaranteed State Pension Credit and

Income-related Employment and Support Allowance.

A copy of the National Insurance Number is required in order to confirm the government benefits.

**Eligibility considerations**

The decision to award legal aid is based on the details of the case, called the Interests of Justice Test, and the financial situation, called the Means Test.

**Interests of justice test**- This test considers the merits of the case to determine if you qualify for legal aid. Considerations will be based on, for example, any previous convictions, the nature of the offence and the risk of custody.

The more serious the charge or possible consequences for you, the more likely the case will qualify for legal aid. Crown Court trials are deemed to automatically satisfy this test.

**Means test** The means test considers your financial circumstances including household income, outgoings and expenses, any capital and equity, and any family circumstances.

**Financial information** Household disposable income is calculated by making an allowance for any family circumstances such as a partner or children and through the use of a standard amount allowed for bills such as gas, electricity and insurance.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Adjusted income** | **Magistrates’ court** | **Committal for sentence** | **Appeal to the Crown Court** | **Crown Court trial** |
| £12,475 or less | Funded | Funded | Funded | Funded, no income contribution |
| More than £12,475, less than £22,325 | Depends on full means test | Depends on full means test | Possible fee, depends on full means test and outcome of appeal | Possible income contribution, depends on full means test |
| £22,325 or more | Not funded | Not funded | Depends on full means test and outcome of appeal | Possibly not funded or possible income contribution, depends on full means test |
| £37,500 or more | Not funded |  |  |  |

Where an income contribution towards legal costs is required the Court will issue a Contribution Order giving details of how much you must pay, and how to make the payments. The first payment will be due within 28 days of the case being committed, sent or transferred for trial. The payments will be collected by a private company on behalf of the Legal Aid Agency.

**If you are found guilty in the Crown Court**

If you are found guilty in the Crown Court and hold £30,000 or more of assets, for example in savings, equity in property, shares or premium bonds, you may be required to contribute towards your defence costs.

The Legal Aid Agency will determine if a contribution is required once the case has ended and the legal costs finalised. If a contribution is required, the Collection and Enforcement Agency for the Legal Aid Agency will contact you with the amount payable.

**If legal aid funding is denied**

If legal aid funding is denied and you think a mistake has been made, or you don’t think you can afford to pay privately, we can ask for a review of the legal aid assessment.

* 1. **Civil Legal Aid**

In some cases, legal aid funding is available for urgent representation in court, such as for keeping someone safe from domestic abuse. In this situation we will apply for legal aid on your behalf. Further ongoing work will require a regular application for legal aid, as discussed below.

It is possible that full or partial legal aid funding is available in this matter, with eligibility dependent on your financial circumstances and the type of issue the case involves.

# Applying

To prepare the application for legal aid funding, please provide us with the following information as soon as possible:

* evidence of your income and expenditure, such as payslips and bank statements;
* details and statements of any benefits you currently receive;
* your national insurance number;
* any court documents you may have;
* any relevant letters you may have;
* where applicable, a marriage certificate and children’s birth certificates.

Accurate and detailed information must be provided to the Legal Aid Agency and be kept up to date with any changing circumstances. Inaccurate information provided may lead to the cancellation of legal aid funding and potential prosecution.

**Contributions to legal costs**

Following a review of the financial information provided the Legal Aid Agency will advise if you are required to contribute towards the legal costs. These may include:

* a lump sum contribution from assets;
* monthly payments from income;
* repaying some or all of the legal aid costs at the end of the case.

Please note changing circumstances may affect the determined contributions.

# The statutory charge

You may be required to repay some of the legal costs if money or property is awarded to you. The amount is determined through a statutory charge on the money or property. The Legal Aid Agency may defer the repayment if the property is to be used as your home or you are awarded money to buy a home.

* 1. **Estimate of costs**

If the matter is not one with an agreed fixed fee or where you are eligible for legal aid then based on the information you have provided us we have provided you with an estimate that the costs involved in our initial letter.

* 1. **Other costs and disbursements**

There may be certain other disbursements, including payments we make on your behalf, such as search fees, Land Registry fees, stamp duty or probate fees, which you will have to pay. VAT is also payable on some of these disbursements.

If as part of our work we are required to pay out funds by electronic transfer, for example to you, a bank or building society or the other side’s legal practitioner, this will be charged at the rate of £34.80 inclusive of VAT for each electronic transfer required.

* 1. **Initial costs**

As we expend funds on your behalf from commencement of the matter we may need to ask you for a payment on account of our costs, disbursements and VAT as disclosed above. If so, we will send you a statement requesting payment into our client account. From time to time we may ask for a top-up payment. When your matter is completed we will return any surplus to you. If we ask for costs on account we are not obliged to do any work until they are received.

These amounts will be shown as paid on your final invoice.

* 1. **Paying the invoice**

Payment of invoices can be made by a number of methods, including cheque, bank transfer, credit or debit card and small amounts in cash (up to £500).

In order to provide maximum protection against fraud we recommend that you always telephone our office to confirm bank account details before a transfer is made.

* 1. **Billing**

For property and commercial transactions we will send you a statement of our costs and disbursements, payment of which is due at least five working days before completion unless otherwise arranged. If sufficient funds are available on completion and we have sent you a bill we will usually deduct our charges from the funds. If a matter does not proceed to completion we will send you an account of our charges incurred up to the point we cease acting on your behalf.

For the administration of estates we will usually send you a bill on account of our costs and disbursements after the grant of probate has been obtained and at intervals of one to three months thereafter during the administration of the estate. In appropriate circumstances and subject to your prior agreement we may send you bills more frequently. We will also send you a final bill for our costs and disbursements when the administration of the estate is completed. In all cases if we hold sufficient funds on your behalf and have sent you a final or interim bill we will usually deduct our charges from these funds.

For other matters we will send you a bill for our costs and disbursements when the work is completed. However, if the matter extends over a number of months we reserve the right to send bills at monthly intervals.

If you have any questions about a bill please contact our firm as soon as possible.

You are entitled to complain about a bill. There may also be a right to object to the bill by making a complaint to the Legal Ombudsman or by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974.

If an interim account is not paid within seven days of sending the bill, or a final account is not paid within 14 days of sending the bill, we reserve the right to terminate your instructions and to retain your papers until such time as the account is paid.

Where we require payment from you or others for the completion of your matter we may postpone completion until we are in receipt of cleared funds. We accept no liability for any loss arising from delay in the clearance of funds which is not attributable to us. We reserve the right to charge interest at 8% above the Bank of England base rate.

# Our service to you

We aim to offer our clients quality legal services at a fair cost. We are committed to promoting equality and diversity in our dealings with clients, third parties and employees.

We will:

* 1. Communicate in plain language;
  2. Explain the legal work required as the matter progresses;
  3. Provide regular updates on the cost and progress of the matter;
  4. Provide updates on whether the likely outcomes still justify the likely costs and risks associated with the matter whenever there is a material change in circumstances;
  5. Advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of the matter;
  6. Notify you of any changes in the law which may affect the progress or likely outcome of the matter;
  7. Continue to review whether the matter can be funded using alternative methods;
  8. Respond to your queries promptly;
  9. Deal with all information in accordance with our legal obligations under the Data Protection Act 2018.

We ask that you please:

* 1. Provide us with clear, timely and accurate instructions;
  2. Keep us updated with information relevant to the matter;
  3. Provide the relevant documents we need in a timely manner;
  4. Attend all scheduled appointments on time;
  5. Let us know of any change in your contact details;
  6. Respond to our queries and requests promptly;
  7. Pay our costs promptly.

# Communications between us

We will communicate with you by email, telephone, letter and via our online client portals. Our preferred method of communication is via email/chat in conjunction with our secure online portals. We use this method as its more efficient and more importantly reduces the risk of cybercrime. Please keep any passwords that you create safe and do not disclose to anyone.

<https://bljsolicitors.lawconnect.co.uk/account/signin>

For Conveyancing matters as well as our Mobile App you can access vai a laptop or PC :-

<https://bljsolicitors.perfectportal.co.uk/login/>

Both portals can also be accessed from our website:-

<https://www.bljsolicitors.co.uk/>

All emails received will undergo a virus check. Unless you withdraw consent, we will communicate with others when appropriate by email or fax, but we cannot be responsible for the security of correspondence and documents sent by email or fax.

We do not accept service of documents by e-mail.

# Legal documents

During the time we are working with you it is likely we shall send you legal documents and papers to read and perhaps sign. These may be complex and onerous and we strongly recommend you carefully read these documents and come back to us if there is anything in them which is unclear.

# Joint instructions

If you instruct us to act not only on your behalf but also on behalf of another person or persons in relation to the same matter, – for instance husband and wife, family members or business partners, –we are thereby authorised to act upon instructions received from any one on the assumption that they have authority to give instructions on behalf of all of them. However, prior to accepting initial instructions the identity of each client must be confirmed.

In the case of companies, the instructions may come from an individual director of the company unless otherwise instructed in writing.

Unless agreed otherwise any one or more of those instructing jointly is jointly and severally liable for costs and disbursements.

If we are acting for you on a disposal where there will be proceeds of sale, those net proceeds will be paid to you. Joint owners will be paid equally unless you tell us otherwise. Unless so notified we shall take it that only you are interested in those proceeds and there are no trusts or similar in favour of third parties.

# Conflicts of interest

We will not normally act for two or more clients in the same matter where an actual or potential conflict of interest exists between those clients. We may act for two or more clients in the same matter if a substantially common interest exists and we have explained the relevant issues and risks to each client, who have subsequently given informed consent to us acting for all of them and we are satisfied that it is reasonable for us to do so, it is in the best interests of all clients and we are satisfied that the benefit outweighs the risks.

In any such case no individual within the firm will act for or be responsible for the supervision of work done for more than one of the clients. Appropriate safeguards will be in place to ensure each clients’ confidential information is protected. If for any reason we subsequently cease acting for one of the clients they will be required to pay the costs and disbursements incurred on their behalf up to that point.

# Money held for and due

Please also note that in accordance with the Solicitors Accounts Rules we must not accept funds into our client account unless we are acting for you on an underlying transaction and there is a reason to do so.

Where we are due to receive funds from you we will not provide details of our client account to enable you to do so until such time as we have concluded our Money Laundering enquiries. Those enquiries may involve asking you to let us know the source of those funds and provide details of the account from which they are being transferred. If there is some urgency to your matter it is therefore essential that you assist us to complete those enquiries as quickly as possible.

With regard to making payment generally it is the our policy not to accept cash in excess of £500 for any purpose.

If you try to avoid this policy by depositing cash directly with our bank or transferring funds from a source other than that expected we may decide to charge you for any additional checks we decide are necessary to prove the source of funds. This may in turn delay your matter and could prevent exchange or completion of your matter.

We also ask you to note that any funds due to be paid to you will be paid by cheque or bank transfer at our discretion. We will not under any circumstances make payment in cash or to unconnected third parties.

We will hold any money we receive on your behalf in our client account. We will account to you for interest in accordance with Rules 22 and 23 of the SRA Accounts Rules 2011. A copy of our policy relating to the payment of interest can be found on our [website](https://www.bljsolicitors.co.uk/client-money/) or we can provide a copy on request.

In certain circumstances we are required by law to provide information to HM Revenue & Customs in connection with interest paid to you on money we hold on your behalf.

# Limitation of liability

We do not accept liability for any loss or damage caused by negligence, non-performance or breach of duty to a value in excess of £10 million unless we have made a special arrangement with you at the outset of your matter.

No member or employee of our firm will be liable to you for breach of contract or negligence in their personal capacity.

Other than in respect of liability arising from fraud, personal injury or death, we do not accept liability for claims received more than 12 months from the conclusion of our work or, if not apparent within that time, more than 6 months after it becomes apparent.

Your statutory rights remain unaffected.

# Limited companies

When accepting instructions to act on behalf of a limited company we may require a director or controlling shareholder to sign a form of personal guarantee in respect of the legal costs and disbursements of this firm.

# Tax advice

Any work that we do for you may have tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on any specific tax implications of a matter that you have instructed us to deal with, 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 may be able to identify a source of assistance for you. If we instruct specialist tax counsel on your behalf or refer the issue to tax advisers, we reserve the right to charge you the fees incurred in doing so.

# Complaints

We are committed to delivering high quality legal advice and client care. As a firm we have attained numerous accreditations and award over our long history, so the quality of service to you is very important to us. However, on occasion, mistakes are made or you may feel that the level of service was not what you had expected and it is important that, on those rare occasions, you feel there is way to make your feelings heard. We want to hear from you if you feel this way because it helps us, in the short term to restore your confidence in us and, in the longer term, to improve our service levels.

We aim to resolve all complaints quickly and fairly so that you are not left waiting for a resolution because it is important that we can get matters back on track to get the outcome you need in your case.

Our complaints procedure is as follows:

**Definition**

We define a complaint as any expression of client dissatisfaction which is not resolved at the initial stage (Stage 1).

**Stage 1**

In the initial stage, if you are unhappy about any aspect of the service or about the bill, please contact the fee-earner detailed in your initial letter, so that we can do our best to resolve the problem.

The fee-earner concerned will respond to your complaint and enclose with the response our Complaints Policy Leaflet. If you do not feel that the fee-earner has resolved matters and you still have queries or concerns, please contact Jeremy Rawson who is the Complaints Partner to whom any final issues can be reported (Stage 2).

**Stage 2**

The Complaints Partner will record your complaint in the firm’s Complaints Record held on our case management system and your own file. They will register your complaint within 2 working days of receipt of the complaint.

The Complaints Partner will write to you to acknowledge receipt of your complaint within 3 working days of receipt of the complaint, sending you the Complaint Form to complete.

You will be asked to complete the Complaint Form and return it to the Complaints Partner. Once we have received the full details of your complaint the Complaints Partner will investigate it.

The Complaints Partner will consider the evidence and opinions provided and speak to any staff who have are the subject of the complaint or ask them to provide him with a written response. He will then prepare a response for you. The target for this is seven working days from the date of receipt of the complaint, although it can take longer (if this is the case, we will let you know the timespan for resolving matters with you).

In preparing the response the Complaints Partner will analyse the complaint, identify the cause of any problem, offer you an appropriate redress and consider whether it is necessary to correct any unsatisfactory procedure. You will also be offered the opportunity to meet to discuss the investigation.

If a meeting is declined or is for some reason impractical we will write to you again in an endeavour to resolve the complaint to our mutual satisfaction within 5 working days of your decision to decline a meeting.

If, at a meeting or from your written reply to our detailed written response, you remain dissatisfied with what we have said and how we propose resolving your complaint, we will arrange for our decision to be reviewed. This may happen in one of the following ways: -

Our own review of our handling of your complaint and why you are dissatisfied with our decision, we will complete this review within 5 working days of your letter of dissatisfaction or

If you wish, by arranging for someone else in the firm who is entirely unconnected with the complaint to review how it was handled and the decision taken. In this instance then we will respond to you within 10 working days or

Where there is no other alternative which we both feel is likely to lead to resolution we will ask our local law society or another local firm of solicitors to review our handling of, and the decision on, your complaint (if they are willing to do this). This might take the form of mediation or some other type of alternative dispute resolution. We will aim to complete this review within 10 working days of your letter of dissatisfaction (please note that, due to the involvement of external third parties, this deadline date may not be achievable

After the review has taken place you will be informed of the outcome, within 5 working days of the conclusion of the review.

Please note that we do have up to 8 weeks to investigate and deal with your complaint but you will see from our procedure that we aim to process any complaints much more quickly than that. If you remain dissatisfied with the response, you can refer the matter to the Legal Ombudsman to investigate your complaint (Stage 3)

**Stage 3**

We are regulated by the Solicitors Regulation Authority and complaints and redress mechanisms are provided through them and the Legal Ombudsman.

All law firms are obliged to attempt to resolve problems that clients may have with the service provided. It is therefore important that you immediately raise your concerns with us.

If we are unable to resolve any such concerns to your satisfaction within eight weeks you are entitled to make a complaint to the Legal Ombudsman: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk) or Legal Ombudsman, PO Box 6167, Slough SL1 0EH.

The Legal Ombudsman investigates complaints about legal services. They expect complaints to be made to them within one year of the date of the act or omission about which you are concerned, or within one year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you.

The Legal Ombudsman may consider complaints made after these deadlines if it is fair and reasonable for them to do so. They may decide not to pursue a complaint if:

(a) there was no significant loss, distress, inconvenience, or detriment;

(b) the size or complexity of the complaint, or your behaviour, results in the complaint requiring a disproportionate use of resources;

(c) there has been undue delay in bringing the complaint;

(d) you have already accepted a reasonable offer we made.

Complaints about a client’s rights under the General Data Protection Regulation must be submitted to the Information Commissioner’s Office: [www.ico.org.uk](http://www.ico.org.uk).

Any disputes or legal issues arising from our Client Care and Terms of Business will be determined by the laws of England and Wales and considered exclusively by the English and Welsh courts.

This policy and procedure is also available online via our website: -

<https://www.bljsolicitors.co.uk/help/complaints/>

# Anti-money laundering procedures

In accordance with the Proceeds of Crime Act 2002 law firms are obliged to obtain certain information to establish the correct identity and address of clients. In certain circumstances we may be under an obligation to submit a report to the authorities if we have reason to suspect offences concerned with money laundering may have been committed or might be committed.

By accepting this Client Care and Terms of Business you accept that we are entitled to require you to produce appropriate evidence of your identity and address, that we may submit reports to the relevant authorities concerning your business and that we shall not be liable in any circumstance for any losses which you might incur as a consequence of any such steps which we might properly take in pursuance of our statutory obligations under anti-money laundering legislation.

In carrying out our statutory obligations we may incur certain expenses in order to verify the identity of a client to the satisfaction of the authorities, for example company search fees.

**Acceptable identification documents**

Acceptable evidence of personal identity includes:

* + Current valid passport with a UK residence permit if appropriate;
  + EU member state identity card;
  + Current EU or UK photocard driving licence; or
  + Armed Forces ID card.

Evidence of address can be determined by:

* Confirmation from the electoral register;
* Recent utility bill, bank statement or mortgage statement with the current address;
* Local authority rates or council tax bill;
* Current UK driving licence, but only if not used as evidence of personal identity; or
* Local council rent card or tenancy agreement.

We use electronic identity checks to verify your identity and confirm the evidence that you have provided. Your acceptance of our of terms business is your consent to perform such checks. We are able to verify your identity and perform some anti money laundering checks using facial recognition and open banking. We use a service called VOI and VOF and they provided by our technology partner InfoTrack. These will either be completed via our mobile phone application or via an email request. Completing your ID checks and providing bank statements in this regard and is more convenient than having to provide evidence as above. There is a charge for this enhanced service which will be advised. We assume by default that you would wish to use VOI and VOF as its quick and convenient. If you do not wish to use this service, please advise accordingly. We occasionally use an alternative service called THIRDFORT which may require you to download their mobile phone application to complete the process.

# Pooled funds

The anti-money laundering guidance which UK banks and other finance services firms must adhere to is issued by the Joint Money Laundering Steering Group (JMLSG).

The JMLSG does not require banks to routinely identify the beneficial owners of law firm's pooled accounts as they do with most other accounts on the proviso that this information is available upon request.

In the event of our bank requesting information about the beneficial owners of our pooled client account you agree to us disclosing your details to them. If further information including verification documentation is required from you in order to identify the owners of funds held by us, you agree to provide it.

# Data protection and General Data Protection Regulation privacy notice

Our use of your data is subject to your instructions, the Data Protection Act 2018, the General Data Protection Regulation (GDPR), and our duty of confidentiality. Our full policy is set out in our Privacy Policy which is provided to you alongside our terms of business and which we require you to sign and return to us.

By accepting this Client Care and Terms of Business you agree to provide personal data and consent to our use of it accordingly.

# Confidentiality and disclosure

We must observe a general duty of confidentiality.

Subject to data protection legislation and our duty of confidentiality we may share your personal data with:

* 1. Third parties and other persons who help us provide our products and services;
  2. Companies and other persons providing services to us;
  3. Our legal and other professional advisors, including our auditors in the conduct of audit or quality checks on our practice;
  4. Fraud prevention agencies, reference agencies and debt collection agencies during your service management;
  5. Government bodies and agencies in the UK and overseas;
  6. Courts to comply with legal requirements and for the administration of justice;
  7. To other parties connected with your matters; and
  8. Anyone else with your consent or as required by law.

Circumstances where it may be necessary for our firm to disclose information about you other than as a result of the normal conduct of your matter include:

* 1. In an emergency or to otherwise protect your vital interests;
  2. To protect the security or integrity of our business operations.

External firms or organisations are required to maintain confidentiality in relation to your files.

We use cloud storage for client files. Our cloud software provider is LEAP. LEAP’s cloud infrastructure is provided and maintained by industry leading cloud platform provider Amazon Web Services. Amazon Web Services demonstrates a commitment to information security at every level of the organisation and complies with internationally recognised standards, the EU Data Protection Directive, the General Data Protection Regulation and the Data Protection Act 2018.

# Monitoring communications

We will monitor and maintain on file, be it paper, electronic or both, records of our calls, letters, emails, text messages, social media messages and other communications in relation to your dealings with us. We will do this for regulatory compliance, self-regulatory practices, crime prevention and detection, to protect the security of our communications systems and procedures, for quality control and staff training and in preparation for circumstances where a record of what has been said becomes necessary.

# Storage of documents

After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. We will keep our file of papers either in physical form or digitally (except for any of your papers which you ask to be returned to you) for no more than 7 years. We keep the file on the understanding that we have the authority to destroy the paper file or the digitally scanned electronic folder for 7 years after the date of the final bill we send you in this matter. We will not destroy documents we agree to accept into safe custody, such as Deeds, Wills, LPAs and other important documents.

Please note that due to the GDPR regulations, all our physical paper archived files are now being securely stored offsite in a secured location by FileMan UK Ltd. and as before, they can still be retrieved. Furthermore, our digitally scanned electronic files are held on our LEAP internal case management system.

If we retrieve papers or documents from physical or electronic 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 time spent 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 the instructions given by you or on your behalf.

**Costs in relation to Storage of papers and documents**

FileMan UK Ltd. offer the highest level of service in information management with secure offsite storage. The cost that FileMan UK Ltd. charge for this service to store your files, we pass on to you in the sum of up to £59.99 plus VAT. This sum will be included as a disbursement in our charges and costs to you of this matter. Depending on your matter type the sum may be less than this and if so you will be advised prior to instruction. There is no charge in relation to a will matter or a matter that is covered by legal aid.

Should we need to retrieve any physical files from FileMan UK Ltd. on your behalf then they will charge for the haulage and postage thereof which will also be included as a billable disbursement for payment by you.  
  
On the completion of the retention period the file is destroyed.

Time limits imposed by documents such as rent review dates, dates for service of a break notice under a lease et cetera. are your responsibility to diarise. The firm does not take responsibility for diarising dates which occur after a transaction is concluded for you. In certain circumstances, and only by express agreement with you, the firm will diarise dates.

We shall not be responsible for advising you of any future changes in the law which may impact upon you.

If we take papers out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However, we may charge you for time spent producing stored papers and reading and related work to comply with your instructions.

We will not destroy documents deposited into safe custody.

# Professional indemnity insurance

We have professional indemnity insurance in accordance with statutory requirements. Our professional indemnity insurer is QBE UK Limited. . It covers all legal work carried out by us in England and Wales.

The firm does not accept liability for any claim to the extent that it exceeds £10 million. If you believe that your matter may involve a potential liability over £10 million, please inform us in writing, so that we can obtain a quotation for “top up” cover.

# Financial Conduct Authority

Where work involves investments, although we are not authorised by the Financial Conduct Authority to give advice, we are able to refer you to an authorised advisor. We can provide limited services in relation to investments, provided they are closely linked with our legal services as regulated by the Solicitors Regulation Authority.

# Property transactions

It is not our responsibility to carry out a physical inspection of the property, but if you wish us to do this for any reason please make a specific request. We will not advise on the valuation of the property nor the suitability of your mortgage nor any other financial arrangements.

The local authority search only relates to the land being bought or mortgaged and will not cover neighbouring properties or any wider area unless specifically requested.

We will not give any advice on the planning implications of a proposed purchase beyond reporting on any relevant information provided by the results of the ‘local search’ unless specifically requested to do so.

We will not advise generally on environmental liabilities. We will assume, unless you tell us otherwise, that you are making your own arrangements for any appropriate environmental investigation. On occasions it may be necessary for us to obtain an environmental search on your behalf or on behalf of your lender. In such circumstances we will not advise you about issues relating to the possible contamination of any land unless specifically requested by you to do so.

If you believe the property might be located within a Church of England parish of a medieval church please let us know and we can arrange to obtain a chancel repair liability search.

We are not qualified to advise on non-legal results of any search and will only provide the actual results of such a search.

We are required to be vigilant in order to protect our lender clients against mortgage fraud. Therefore we are obliged to ensure, in all conveyancing matters, that all purchase funds, including the deposit, are paid through our own bank account and are not directly transferred to the seller. We are also obliged to report to your lender any allowances or incentives offered by the seller.

By signing this Client Care and Terms of Business you authorise us to disclose to the other parties in a transaction, and if applicable to all other parties in a chain of transactions and their agents and advisers, all information which we have in relation to your part in the transaction including any related sale or mortgage and other financial arrangements and wishes as to dates for exchange of contracts and completion.

# Acting for your lender in conveyancing transactions

Where we also act for your lender in the transaction we have a duty to make full disclosure to the lender of all relevant facts relating to you, your purchase and the mortgage. This 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 to you. If a conflict of interest arises we must cease to act for your lender in this matter and in some instances we must cease to act for you as well.

# Conveyancing Quality Scheme

Bell Lamb and Joynson Liverpool is an accredited member of the Law Society Conveyancing Quality Scheme (CQS). The CQS provides a recognised quality standard for residential conveyancing practices which we must comply with ensuring that we:

* 1. Meet our duties to you and your lender where we act for them;
  2. Take action to prevent fraud in the conveyancing process;
  3. Deal with the other parties in a fair and honest manner, which includes not withholding relevant information; and
  4. Respond to the other parties in accordance with agreed timeframes.

All obligations under the Law Society Conveyancing Protocol are subject to overriding client confidentiality obligations and our obligation to act in your best interest.

The CQS audit procedure requires examination of client files from time to time. Your file may be selected for auditing. If that happens the examination is conducted under strictly controlled circumstances and only with duly appointed and qualified individuals.

By accepting our terms and conditions you agree that we will act in accordance with the terms of the Law Society Conveyancing Protocol. This includes consent to disclosure of your confidential file if necessary. Such consent may be withdrawn by you in writing at any time.

# Financial Services Compensation Scheme

We have no expertise in relation to the fitness for purpose or solvency of any bank. We assume that any bank licensed to operate by the appropriate statutory authority in the jurisdiction in which it operates will be able to honour its obligations. Accordingly we will have no liability to you in the event of the bank at which the firms client account is held becoming insolvent or being unable to meet its obligations.

In such an event you may be eligible for limited compensation from the Financial Services Compensation Scheme (FSCS). In the event of our client account holder's collapse you consent to us disclosing your details to the FSCS for the purposes of making a claim on your behalf.

We currently hold our client account funds in Nat West Bank.The £85,000 FSCS limit will apply to each individual client. If you hold personal money in an account with the same bank as our client account the limit remains £85,000 in total.

# Referral arrangements

We may pay a referral fee for work to be referred to us. In such a 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 other third party without your consent. We will not act for the referrer in connection with the same transaction in any way and you are under no obligation to instruct us in connection with the transaction.

# Recovering legal costs and disbursements

If a court orders another party to pay some or all of your legal costs and disbursements it is important to appreciate that you have to pay the legal costs and disbursements in the first place and any amounts then recovered will be repaid to you.

The other person will not be liable to pay the VAT element of costs if you are able to recover the VAT yourself.

If the other party is in receipt of legal aid no costs are likely to be recovered.

It is possible to claim from the other party interest on these amounts from the date of the court order and we will account to you for such interest to the extent that you have paid our costs and disbursements.

You will be responsible for paying our costs and disbursements of seeking to recover any costs that the court orders the other party to pay to you.

A client who is unsuccessful in a court case may be ordered to pay the other party's legal costs and disbursements which would be in addition to our legal costs and disbursements. Arrangements can be made to take out insurance to cover liability for these circumstances. Please discuss this with us if you are interested in this possibility.

# Terminating the retainer

You may end your instructions to us in writing at any time but we can keep all your papers and documents while there is still money owed to us for costs and disbursements.

We will only cease acting for you on good reason and after giving you reasonable notice. Possible reasons for our firm to terminate our retainer with you may include:

* 1. Failure to respond twice to requests for instructions;
  2. Failure to respond to a request for information required by the Proceeds of Crime Act 2002;
  3. Failure to comply with a request for payment on account of costs and disbursements;
  4. Failure to pay an interim account;
  5. If a conflict of interest arises whereby we are no longer able to continue acting for you.

We also reserve the right to stop acting at any time in the event of rude or abusive conduct being directed against any member of staff.

If we stop acting for you, you must pay our charges up until that point. These are calculated by proportion of the agreed fee.

# Distance selling – The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

If we have not met you in person, because for example instructions and signing of the contract documentation is taking place by telephone, mail, email or on-line – 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 – 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. The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.

To exercise your right to cancel you must inform us of your decision to cancel this contract by a clear statement, for example a letter sent by post, fax or email. You may use the model cancellation form on our website but this is not obligatory. We will acknowledge receipt of such a cancellation on a durable medium, for example by email, 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.

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 email, post or fax to enable us to do so. By signing and returning one copy of this document, you are confirming that we can begin work immediately. 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 we will not be able to undertake any work during that period.

# Continuing instructions

Unless otherwise agreed, and subject to the application of then current hourly rates, this Client Care and Terms of Business shall apply to any future instructions given by you to this firm.

Although your continuing instructions in this matter will amount to an acceptance of this Client Care and Terms of Business, it may not be possible for us to start work on your behalf until a copy has been returned to us.

If you require clarification on any of these points please do not hesitate to let us know.

# LEXCEL/ISO9001/Practice Management Standards

This firm has obtained the LEXCEL quality mark, which amounts to proof that it complies with the Solicitors Regulation Authority’s Practice Management Standards. The firms is also working towards obtaining ISO9001 accreditation. We are also accredited by LEAP best practice which results in quarterly audits from the centre for assessment with regard to conveyancing and Family matters.  
  
There is an annual Lexcel assessment at our offices during which an external assessor (who is the subject of a confidentiality agreement) audits a small sample of case files. We will be assessed for ISO9001 twice yearly. We have quarterly audits for LEAP best practice. Unless we hear from to the contrary, we shall presume that you have no objection to your case file being included in such sample.

# ACCEPTANCE OF RETAINER

I have read this Client Care and Terms of Business and agree to enter into this retainer.

I agree to my details being retained on a computer database and consent to the firm sending legal information and updates to my email address.

[Individual]

|  |  |  |
| --- | --- | --- |
| **SIGNED BY** |  |  |
| #s2e-DefendantA1-sign |  |  |
| Name:  Date: #s2e-DefendantA1-DateSigned |  | Name: ​  Date: |

[Corporation]

|  |  |  |
| --- | --- | --- |
| **EXECUTED BY** |  |  |
| #s2e-DefendantA1-sign |  |  |
| Director  Name:  Date: #s2e-DefendantA1-DateSigned |  | Director/Secretary  Name:  Date: |

**What happens next:**

Read these terms and conditions and if you are happy to proceed sign and return this document.

Provide the correct identification as requested in our initial letter.

Make a payment on account of costs as indicated in our initial letter.

Complete and return any forms or documents specifically requested in our initial letter.