

## **Terms of Business**

Due to the fact that we are authorised and regulated by the Solicitors Regulation Authority our professional rules make it an obligation on us to bring certain important issues to your attention and this is the aim of these Terms of Business. You should take time to read and understand these as they contain valuable information such as for example, how fees are calculated and billed, how files are managed etc. Please note that these also contain a limitation of our liability.

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### **1. Hours of Business**

We offer extended opening hours as part of our normal business arrangements. Our hours of business are Monday to Friday 9.00am to 7.00pm. Should you wish to see a member of staff who is handling your matter after 5.30pm then please contact us to arrange an appointment to ensure they are available. If you need to contact us in an emergency please try us on info@premiersolicitors.co.uk and we shall endeavour to help.

### **2. Our Responsibilities**

Our responsibilities may / will include reviewing your matter regularly and keeping you updated at the appropriate stage. Our work does not include tax, or any other ancillary advice, unless instructed by you, and for which there will be an additional fee. Should you require detailed tax planning or trusts advice we would be happy to advise you, or refer you to a tax adviser that may be able to assist.

### **3. Your Responsibilities**

As the client(s) your responsibilities may / will include providing us with clear, timely and accurate instructions, and providing all documentation required to complete the transaction in a timely manner.

### **4. E-Mails & Cybercrime Awareness**

It is our duty as solicitors to keep your affairs as our client confidential. We have the facility to send and receive communications by e-mail. This form of communication is not secure and you should be aware of the risk to the confidential nature of information sent in this way being the subject of attack from the outside.

Please be aware that there is a significant risk posed by cyber fraud. PLEASE NOTE that our bank account details WILL NOT change during the course of a transaction, and we will NOT notify you of any change to our bank details via email. If you receive an email informing you differently, telephone the number on our letterhead and speak to us. If you receive a suspicious phone call, put the phone down and either wait at least 5

minutes or make the call from a different phone and call us. We will not accept responsibility if you transfer money into an incorrect account.

**Unless you instruct us to the contrary it is implied that we may conduct your affairs by e-mail.**

We cannot accept responsibility once an e-mail with any attachments leaves us. We have an anti-virus system installed in our Network and therefore any communication sent by e-mail will be checked for known viruses. We reserve the right not to receive an e-mail until it has been checked for viruses and provision may be made for incoming e-mail and attachments to be quarantined.

### **5. Basis of Charging**

Please refer to the engagement letter for details of fees quoted, or our estimate of fees, or the hourly rates of the fee earner(s) concerned.

Otherwise, our charges will be calculated mainly by reference to the time actually spent by the solicitors and other staff in respect of any work which they do on your behalf. This will include:

- Advising you in meetings and on the telephone.
- Negotiating with others on your behalf in meetings, by letter and by telephone.
- Considering, drafting and completing documents, deeds etc.
- Preparing for and attending court or tribunal hearings, including travelling and waiting time.
- Instructing third parties on your behalf.
- Legal and factual research.
- Preparation of any detailed costs calculations.

Hourly rates are reviewed periodically to reflect increases in overhead costs and inflation. We will notify you of any variation to the hourly rate.

All work will be charged in units of 1/10th of an hour (i.e. 6 minute units). For example, we charge for the time spent on making and taking calls in 6 minute units. Please note that we may uplift the rates if we have to work outside the normal working hours of the business, for complex issues, the speed at which actions need to be taken and the importance and value of the work. All time spent on a file (including telephone calls and travelling) is charged. We can agree at your request a limit on our fees which will not be exceeded without your authority but in those cases we cannot guarantee the work will have reached any particular stage when we reach this limit. If we cannot agree a further fee arrangement we will be entitled to terminate our instructions.

There may become times within your matter whereby chasing/reminder emails and/or telephone calls become required in order to progress your matter. Please note that these communications will be chargeable. This is unless you confirm to us in writing that you do not wish us to chase up such matters. However, in providing this confirmation, you also accept that the matter may take longer and lead to further work being required due to the delays.

Where fixed fee estimates are provided, this is based on the information available to us now. We reserve the right to revise the charge if we are required to do work which is additional to that which can be anticipated at this stage. You will be notified if this situation arises.

In property transactions, in the Administration of Estates, cases involving particular complexity or requiring specialist expertise, an additional charge may be made to that calculated on the basis of time spent. This may reflect a percentage of the price of the property, the value of the Estate or other financial benefit. This value element reflects the importance of the transaction and the consequent responsibility falling on the firm. Where a value element is added, we will be happy to explain the calculation to you.

You are entitled to request an estimate of our charges at any stage of your case. We shall update you with a costs estimate every six months or whenever any estimate we have provided is likely to be exceeded, whichever is the sooner.

If we are acting for you under the terms of a Conditional/Contingency Fee Agreement, please refer to that agreement for all essential information in relation to legal costs.

All fees (including fixed fees) will be varied if there are changes in the work or unforeseen or exceptional circumstances arise or the work becomes more time consuming than originally expected. We will discuss this with you when this arises and if you do not wish us to act then we will send you a bill for the works and disbursements to that date.

### **6. Paying your bill**

Your bill should be settled within 28 days. We reserve the right to charge interest on bills which are not paid within that time.

i) Although you have the rights set out below, if all or part of the bill remains unpaid we are entitled to charge interest on any outstanding amount of the bill in accordance with Article 5 of the Solicitors (Non Contentious business) Remuneration Order 2009.

ii) You may have a right to object to your bill by making a complaint to the Legal Complaints Service or the Office of Legal Complaints. Or you can apply for your bill to be assessed by the Court under part III of the Solicitors Act 1974, but you should get independent legal advice before you pursue this option. Please note that Court assessment of your bill is a Court proceeding. As a result, it is likely that you will have to pay Court costs. There are strict time limits on applications for Court assessment and if you wish for your bill to be assessed by the Court, you should act quickly and no later than within one month after receiving the bill otherwise the Court can refuse the application altogether.

#### **7. Disbursements**

Solicitors have to pay out various expenses on behalf of clients including court fees, expert's fees, Land Registry fees, search fees, stamp duty and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. We refer to such expenses as 'disbursements'. On the rare occasion that we exercise our discretion and agree to pay such expenses, please note that we shall charge a nominal additional administrative fee.

We reserve the right to carry out a bankruptcy search for any person residing in England and Wales to whom funds will be transferred to, which will be carried out prior to the transfer, at a cost of £2 per person payable by you.

For Probate matters and prior to distribution of the estate, where the person is not residing in England and Wales we shall carry out an overseas bankruptcy search, the cost of which shall be borne either from the estate or from the entitlement due to the beneficiary subject to the bankruptcy search.

#### **8. Value Added Tax**

VAT will also be payable by you at the current rate of 20% (or the prevailing rate which may vary from time to time) upon all this firm's charges and upon some of the disbursements (as specified in the client care letter) that are incurred on your behalf.

Our VAT registration number is 346 8279 61.

#### **9. Payment Arrangements**

We shall deliver bills to you at regular intervals for the work carried out during the conduct of the case. This assists our cash flow and enables you to budget for costs. Accounts should be settled within 28 days. Interest will be charged on a daily basis at a rate of 4% above Barclays Bank base rate at the time of the delivery of the bill where payment is not made within 28 days of the delivery of the bill.

Payment may be made to us by cheque, card or bank transfer.

In property transaction cases, if sufficient funds are available on completion and we have sent you a bill, we will deduct our charges and expenses from the funds.

In the Administration of Estate cases, as soon as sufficient funds are available and we have sent you a bill, we will deduct our charges and expenses from the funds.

Where we organise remittance of funds to our clients by telegraphic transfer, please note that it is our client's responsibility to ensure that the account details they supply are for an account that will accept telegraphic transfers. If not, and we are required to investigate matters which are errors of the client or the bank, then we reserve the right to charge fees on a time spent basis at our usual hourly rates for those involved including, if applicable, a nominal fee for our Accounts department's time.

If we accept instructions from a Limited Company, we may require the directors and/or major shareholders to sign a form of personal guarantee in respect of the charges and expenses of this Firm. If this is refused then we will refrain from acting and require immediate payment of our charges up to that point and expenses.

If any account is overdue for payment we shall be entitled to refrain from continuing work for you. We shall also be entitled to retain any documents and papers belonging to you, together with our file of papers, until such time as all sums outstanding are paid.

#### **10. Payment of your Legal Fees by others**

If another person is ordered to pay your legal fees, you will not necessarily recover from that person the full amount of costs incurred on your behalf or that person may not be capable of paying what they have been ordered to pay. The fees payable by another party depends on a number of factors applied by the court in determining the level of costs recoverable. They are usually in the range of 60-75% of your total bill. If the other party is in receipt of public funding (legal aid), you may not be able to recover your own legal fees in any event.

#### **11. Legal Aid**

Unfortunately we cannot take on clients on the basis of legal aid. We do not have a legal aid franchise, but if you wish to obtain further guidance on eligibility for legal aid and Solicitors that offer this then please refer to the Legal Aid Agency website ([www.gov.uk/legal-aid](http://www.gov.uk/legal-aid)) or by telephone (0300 20 2020).

#### **12. Insurance Cover**

There are a number of insurance companies that offer cover for litigation for your legal fees and those of the other side. The premiums vary in amount. If you require any further information in this respect, please contact us otherwise please note that we do

not, as a matter of routine, investigate insurance to cover for litigation for legal fees. As an alternative, you may check personal insurance documents (including but not limited to home insurance) to see if you already have such cover in place. If you wish us to check this for you then please contact us.

#### **13. Your Liability to pay other parties Legal Fees**

You must always bear in mind that if the court so directs, you may have to pay the other parties legal fees as well as your own.

#### **14. Your Liability to pay tax, interest or penalties**

The liability for all taxes, interest or penalties payable to HMRC or other taxing authority always remain your personal liability. Where we have agreed to this, we shall endeavour to complete correctly and submit promptly any appropriate returns to HMRC or other taxing authority, but in the event of any error, omission or late submission you will be liable to pay all such taxes, interest or penalties. In accordance with HMRC guidelines you are responsible for ensuring that the values submitted on any return are correct.

#### **15. Interest**

Our Interest Policy: In accordance with the Solicitors Accounts Rules, it is the firm's policy to account to its clients for a sum in lieu of interest on a fair and reasonable basis. In particular:

- Client monies will normally be held in general client bank accounts, in which amounts for different matters and clients are pooled

- A sum in lieu of interest will be payable on amounts held in general client bank accounts unless the total amount of interest calculated over the course of a transaction is less than £50, in which case no interest will be paid as our administrative charges would cost exceed this amount

- The period for which interest will be paid will normally run from the date on which funds are received by us until the date of issue of any cheque from our Client Account.

- Client monies will normally be held in an instant access bank account to facilitate transactions, however, clients have the right to make alternative arrangements for the holding of their funds during the course of a transaction.

- Clients may also request their funds are held in a separate designated client deposit account in which case interest earned on such an account will be paid to the client in full, however, where the client makes alternative arrangements for the holding of their funds or requests funds are held in a separate designated client deposit account the firm reserves the right to charge at our usual fee earner rates for any work carried out or third party costs incurred in implementing the clients requests.

- The rate of interest paid fluctuates according to the rate of interest that the firm can secure from time to time from its principal bankers.

Lenders: If you are obtaining borrowing from a lender in a property transaction, we will ask the lender to arrange that the loan cheque is received by us a minimum of 4 working days prior to the completion date. If the money can be telegraphed, we will request that we receive it one working day before the completion. This will enable us to ensure that the necessary funds are available in time for completion. Please be aware that the lender may charge you interest from the date of issue of their loan cheque or the telegraphing of the payment.

#### **16. Tax Advice**

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. Tax advice is outside of the scope of work we do for you, unless we specifically agree to advise you. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you.

#### **17. Investment Advice and the FCA**

If during this transaction you need advice on investments, we may have to refer you to someone who is authorised 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.

#### **18. Insurance Mediation**

This Firm is 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 is 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 <http://www.fca.org.uk/register/>.

The Law Society is a designated professional body for the purposes of the Financial 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.

## 19. Code of Conduct

We comply with the Solicitors' Code of Conduct, which is a clear set of professional principles. Full details of the Code can be found on the Solicitors Regulation Authority website (<http://www.sra.org.uk/solicitors/handbook/code/content.page>)

## 20. Confidentiality & Disclosure Requirements

All information regarding your business and affairs will be kept confidential at all times, unless you instruct us to disclose information.

In a conveyancing transaction where you are buying a property with the aid of a mortgage, we normally receive instructions from your lender to act on their behalf. Where this is the case we are required to pass them information that you give us that might be relevant to their decision whether to finance the purchase. If you tell us things that you do not want your lender to know and they are relevant to the lender we may have to stop acting for the lender and possibly also for you. If you do not wish us to disclose this information and wish the lender to be separately represented please advise us in writing at the outset of the transaction.

Your continuing instructions will amount to acceptance of these terms and conditions of business and you then hereby authorise us to disclose to the other parties in the transaction and if applicable, to all other parties in the chain of transactions and their agents and advisers, all information which we have in relation to your involvement in the transaction including any related sale or mortgage and other financial arrangements and wishes as to dates for exchange and completion. You may withdraw this authority at any time but if you do so you should appreciate that we will inform the other party or parties and their agents or advisers that this authority has been withdrawn.

In some instances, we may need to outsource certain tasks, including but not limited to typing, photocopying, counsel, expert reports, cost reporting etc. We shall always obtain a confidentiality agreement unless the outsourced company is authorised and regulated by a recognised body. If you do not wish us to outsource any tasks then please inform us in writing.

## 21. Intellectual Property Rights

We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you (including but not limited to our business know-how and all other materials). We now grant you a non-exclusive, non-transferable, non-sub licensable licence to use such documents but only for the purpose for which they have been produced. If you wish to use the documents for any other specific purpose then you must obtain our express written consent. If you fail to pay our charges in full for any service provided, we reserve the right, on giving you notice, to revoke that licence and only re-grant it to you once full payment has been made.

## 22. The Data Protection Act 2018 & General Data Protection Regulations (GDPR)2018

### PRIVACY NOTICE TO CLIENTS

#### How we use your information

We will collect information about you and keep this on our computers, in our email, in cloud storage and on paper for a certain period of time. The main reasons for this information being stored are detailed below:

- To deliver the legal services we have agreed in contract to provide to you. We may therefore use your information to write letters on your behalf or prepare legal documents to help you with your matter;
- To be legally compliant. As solicitors we are required to perform 'conflicts of interest' checks for new cases against a list of current and former clients. We also have a legal duty to report suspicious activity to the National Crime Agency ('NCA') if we suspect money laundering.

As a client we may also in the future send you a news bulletin or similar. We rely upon the 'legitimate interest' we have in maintaining contact with former clients to do this in data protection law and your agreement for the purposes of the Privacy & Electronic Communications Regulations (which can be implied under these Regulations). We will never share your information with third parties to market to you and will not contact you about non-legal services. We will make it quick and easy to 'opt out' of future communications in every communication sent. **If you already know that you don't want to receive these messages, then you can opt out now by emailing the person responsible for the conduct of your case.**

Your information may be kept on computer servers within the European Union. [If at any point information is stored on computer servers outside of the EU we have selected countries which are either approved for this purpose (under Article 45 of the General Data Protection Regulation or 'GDPR') or are located where we are happy that the safeguards in place in that country to protect your information are appropriate (under Article 45 of the GDPR).

We do not use your personal information to make 'automated decisions' which affect you.

Telephone calls may be recorded for monitoring and training purposes.

Will you share my information with anyone else?

We may need to send certain information about you to other lawyers working on the case, to Court or to government bodies such as the Home Office or Entry Clearance Officers. In rare circumstances we sometimes need to make reports of suspicious activity to the NCA. We do also work with some trusted contractors or consultants who may have access to your information such as service providers or copiers. All contractors have a contract with us which requires that your information is accessed appropriately and kept confidential (among other GDPR requirements).

How long will you keep my information?  
Generally speaking files are destroyed after six years. Certain original documents or files may need to be kept longer.

We will also always keep a small amount of information after file closure to do conflicts of interest searches in the future to comply with our professional duties.

Can I see what information you hold about me?  
We do normally have a right to payment of any outstanding costs before releasing a whole file, but you do have a separate right under the GDPR to access your 'personal data' without charge. This may include having it in a particular electronic format ('portable' format).

Please contact Tarnia Curl; Assistant Practice Manager, by email: [tarnia.curl@premiersolicitors.com](mailto:tarnia.curl@premiersolicitors.com) if you would like to request a copy of your personal data or if you have any other questions or concerns including;

- If you wish to complain about how your personal data is being used;
- If you wish to request that our records about your personal information be corrected or deleted;

If you have a complaint about how your personal information is being used which we have not been able to address, please note that you may be able to make a complaint to the Information Commissioner's Office (ICO) directly.

## 23. The Proceeds of Crime Act 2002 ("the Act")

The proceeds of crime are any money, property or asset which has arisen as a result of crime e.g. monies (no matter how low in value) that are the result of tax evasion or benefit fraud whether the money has been saved or spent.

If we become aware or suspect the existence of proceeds of crime in your case (whether from you or any other person), in order to enable us, or any other solicitor, to continue with your case without an offence being committed by us, we must in certain circumstances report the irregularity to the National Crime Agency (NCA) without telling you that we have done so. NCA will then give or withhold permission for us to continue with the case. NCA involvement will cause delays to your case. Even if NCA gives permission for the case to continue, it can pass the information received to any relevant body such as the Inland Revenue and an investigation and/or criminal proceedings may take place at any time in the future.

The obligations that we have under the Act can in certain circumstances override the duty of solicitor/client confidentiality.

Any time spent addressing issues arising from the Act will be charged to you in the same manner as any other work undertaken in relation to your case.

## 24. The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017

This Firm operates a comprehensive anti Money Laundering Policy as required by The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and the Proceeds of Crime Act 2002. As a consequence of these regulations, we are legally required to ask for proof of your identification and this is in the form of one original photo ID (passport or photo-card driving licence) and 2 original and recent (i.e. less than 3 month's old) proof of address documents (for example, a bank statement, council tax or utility bill). We are entitled to refuse to act for you if you fail to supply us with appropriate proof of identity for yourself or for any principal whom you may represent. We may if required carry out electronic identity checks and the cost of the said search will be noted as a disbursement and paid by you. For all clients we do not see face-to-face we will undertake an on-line ID check at the commencement of your matter, at a cost of £2 plus vat per client, which will be in addition to the usual ID checks. We do not accept any cash payments. You must not under any circumstances transfer any cash. If you do we reserve the right to charge you for the time we need to spend to investigate the source of funds, in order to cover our administrative expenses. We will also not be able to send monies to any third parties.

Also, we are obliged to report any suspicion of money laundering to the National Crime Agency without informing you no matter how small a sum is involved. If we fail to do so, we could be prosecuted. The members of Premier Solicitors (Bedford) Limited will not be liable for any loss you suffer resulting from any disclosure under these provisions (this being an exception to the general rule that your affairs will remain confidential).

In Conveyancing matters in accordance with the Money Laundering Regulations and the Proceeds of Crime Act 2002, we as a Firm, are required by law to satisfy ourselves as to the source of any funds used in connection with the purchase. We will therefore require evidence of your deposit money and any balance money you will be providing and how it has been accumulated and let us have any documentary evidence you may have in respect thereof. Please note that we will not be able to proceed if satisfactory evidence is not given as to the source of funds.

#### **25. Distance Selling**

If we have not met with you in person, The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply to this matter. This means you have the right to cancel your instructions to us within fourteen days without giving any reason. The cancellation period will expire fourteen days after the date of our initial communication with you. To exercise the right to cancel, you must inform us of your decision to cancel by a clear statement (e.g. a letter sent by post, fax or email) using the contact details on our engagement letter. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. If you requested to begin work on your matter during the cancellation period, we reserve the right to ask you to pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation, in comparison with the full coverage of the retainer.

#### **26. Ending This Agreement**

You may terminate your instructions to us any time. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing.

We may decide to stop acting for you but only with good reason, for example:

- If you do not provide clear or proper instructions;
- If you have not provided satisfactory identification.
- If we cannot continue to act without being in breach of rules of professional conduct;
- If there has been an irretrievable breakdown in trust and confidence; or
- If you do not pay an interim bill or comply with a request for payment on account.

We will however be able to keep all your papers and documents while there is still outstanding money owed to us even though instructions are terminated.

#### **27. Disclaimers**

We shall not advise (generally) on environmental liabilities and we shall assume (unless you confirm otherwise) that you are making your own arrangements for any appropriate environmental survey or investigations. Although we may obtain an environmental search (and in some cases this is a requirement by the Lender) in relation to the land, we will not advise you about any issues relating to the possible contamination of any land which may be relevant to your purchase. We shall not carry out any physical inspection of the property nor advise you on the valuation of the property nor the suitability of your mortgage nor any other financial arrangements. We will not advise you on the planning implications of your proposed purchase, unless you expressly instruct us to do so in writing. We shall, however, report to you on any relevant information provided by the results of the "local search". We are not qualified to advise on the results of any search made and would only be able to report to you the actual results of such a search. If you require such advice then you are free to seek this independently. If we are acting for you in a purchase and we are also acting for your proposed lender, we have a duty to fully disclose to your lender all relevant facts about the purchase and the mortgage. This includes but is not limited to any irregularities, discrepancies, cash back payments or discount schemes that a seller is giving to you

#### **28. Third Party Access to Court Documents**

The Court Rules allow Third Parties (eg the press) to ask the Court for copies of any statement of case that we send to Court on your behalf. This could include detailed information concerning your claim or defence. We will assume, unless you tell us otherwise, that you accept this. In some cases, the Court will agree to restrict access to these documents and if you are concerned then you should advise us and we can consider an application to Court.

#### **29. Conflicts of Interest**

We search our records to protect you from conflicts of interest. Where a conflict arises or may arise (for example, where we find that your opponent is or has been our client), we may not be able to accept or continue working on your matter.

#### **30. Changes in the Law and Critical Dates**

Unless we are instructed to review the law and report to you from time to time or to deal with the matters in question immediately prior to a critical date, we will not remind you of changes in the law which might affect you or future critical dates. We will charge you on a time basis for any research which may be necessary to obtain an up to date position of the legal position as it relates to your matter.

#### **31. Retention of files**

At the end of a transaction we will retain the files relating to your matter for a maximum of six years and no charge. Our storage facilities are maintained in a

separate warehouse for safekeeping. Thereafter, we will destroy the files without further reference to you.

#### **32. Retention of deeds and documents**

At the end of a transaction we will retain and store your deeds and documents if appropriate and at no cost to you. We reserve the right however to make a charge for storage in the future but will only levy such a charge after notification in writing to you in advance. If you require access to a file, we will make a charge (the amount to be advised at the time of the request) to cover the cost of retrieval. Retrieval of deeds and documents can take 3/5 working days.

#### **33. Storage & Copying of papers & documents**

After the matter has been completed, we will store your file for up to six years, at the conclusion of which we will destroy the file, unless it is a Will file, in which case your file shall be held indefinitely. We will place your file into storage one month after your matter has been completed, and should you require return of any papers we hold on your behalf you will need to inform us of this before your file is placed into storage. Should you require significant papers to be returned to you, we reserve the right to make a charge to cover the time we need to spend to sort through the papers, to cover our reasonable administrative expenses and reasonable photocopying costs to maintain a full record on our file. The firm will not destroy documents such as Wills, Deeds and other securities that you ask us to keep in safe custody. We do, however, reserve the right to scan and shred all other paper files, for the ease of our storage systems. You should request return of any papers you require within one month of your matter being completed. Files relating to claims for children or for persons who are unable to manage their own financial affairs will be kept for longer.

We are entitled to keep your papers and documents if there is any money owing to us for our charges and expenses for any reason.

If we retrieve papers or documents from storage in relation to additional or new instructions to act in connection with your affairs, we will charge you £35 plus vat for such retrieval, to cover our administrative expenses of such retrieval. If we are required to retrieve, schedule and despatch title deeds to you or a third party we shall do so by recorded delivery or DX and make a charge of £50 plus vat for doing this. 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.

On certain occasions it may be necessary for us to photocopy partially or entirely your file of papers for our own records. In such an event we reserve the right to make a charge for the reasonable photocopying costs, usually between 25-45 pence plus VAT per copy before the file can be forwarded.

#### **34. Reporting Concerns**

Our complaints policy: We are committed to providing a high quality legal service to all our clients. When something goes wrong, we need you to tell us about it. This will help us to improve our standards.

Our complaints procedure: If you have a complaint about our service, a bill that we have rendered, or interest rates, please contact us in writing with the details. We would like to attempt to resolve the complaint initially with the case handler, if this is not possible then the person to contact is Bhupendra Khetia, our Complaints Partner, who can be contacted at Premier Solicitors (Bedford) Limited, Premier House, Lurke Street, Bedford MK40 3HU, by telephone: 01234 358080, or by email e-mail: Bhupendra.khetia@premiersolicitors.co.uk

What will happen next?

- We will send you a letter acknowledging receipt of your complaint within three working days of us receiving the complaint, enclosing a copy of this procedure.

- We will then investigate your complaint. This will normally involve passing your complaint to the Supervising partner or Manager of your case handler who will review your file and speak to the member of staff who acted for you. The investigation stage can take up to twenty working days.

- The Supervising Partner or Manager may at their sole discretion invite you to discuss and hopefully resolve your complaint. This will be done within two working days of completing our investigation.

- Within three working days of the meeting, the Supervising partner will write to you to confirm what took place and any solutions he has agreed with you.

- If you do not want a meeting or a meeting does not take place, the Supervising partner or Manager will send you a detailed written reply to your complaint, including his suggestions for resolving the matter, within five working days.

- At this stage, if you are still not satisfied, you should contact us in writing with detailed reasons why you are not satisfied and we will arrange for Bhupendra Khetia or someone unconnected with the matter at the practice to review the decision.

- We will write to you within two working days of receiving your request for a review, confirming our final position on your complaint and explaining our reasons.

- If we have to change any of the timescales above, we will let you know and explain why.

- If you are still not satisfied, you can then contact the Legal Ombudsman at: PO Box 6806, Wolverhampton, WV1 9WJ, or by telephone: 0300 555 0333 or by email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

There are time limits within which complaints must be made to the Legal Ombudsman, as indicated below.

Generally speaking, your complaint should be made to the Ombudsman no later than six months from when the problem occurred or from within six years of the act or omission about which you are complaining occurring (or if outside this period, within three years of when you should reasonably have been aware of it).

Normally, your complaint needs to fall inside both rules if the Ombudsman is going to investigate it.

You also need to be aware that in addition to individuals and companies, the Ombudsman also deals with complaints from the following:

- An enterprise which, at the time that the complaint is made, is a micro-enterprise within the meaning of arts.1, 2(1) and (3) of the Annex to Commission Recommendation 2003/361/EC, as that Recommendation had effect at the date it was adopted;

- A charity with an annual income net of tax of less than £1 million at the time at which the complainant refers the complaint to the respondent;

- A club, association or organisation, the affairs of which are managed by its members or a committee or committees of its members, with an annual income net of tax of less than £1 million at the time at which the complainant refers the complaint to the respondent;

- A trustee of a trust with an asset value of less than £1 million at the time at which the complainant refers the complaint to the respondent;

- A personal representative of an estate of a person; or

- A beneficiary of an estate of a person.

You also have the right to object to the bill by making a complaint to the Legal Complaints Service, and/or by applying to the court for an assessment under Part III of the Solicitors Act 1974.

### 35. Audit

Our regulator, the Solicitors Regulation Authority, has the ability to inspect our client files. LEXCEL and Conveyancing Quality Scheme, who are the Law Society's quality mark providers, also have the ability to inspect our client files. If you do not consent to such inspections then you must tell us in writing.

### 36. Limitation of Liability

The Firm's liability from one claim ("a Claim") which arises from our work is £3 million. For the purpose of this clause a Claim includes any number of claims from you or any other clients arising from either one transaction or matter, or from the same or similar acts or omissions in a series of related transactions or matters. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities. We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence. Please ask if you would like us to explain any of the terms above. Copies of the Firm's professional indemnity insurance policy are available on request.

### 37. Financial Services Compensation Scheme

In the event of an authorised deposit-taking institution collapsing the firm will not be held liable for any losses of client account money. Large companies and small local authorities are included for cover under FSCS deposit protection (although some exclusions may apply to large companies). The £85,000 Financial Services Compensation Scheme (FSCS) limit will apply to each individual client so if you hold other personal monies yourself in the same bank or banking group as we do; the limit remains £85,000 in total per individual. The FSCS provides a £1 million protection limit for temporary high balances held with a bank, building society or credit union if the institution fails. Cover is related to specific life events and limited to natural persons only. Deposits over £85,000 and up to £1 million are protected from when the amount was first credited or from the moment a qualifying deposit becomes legally transferable. 'Temporary' means that the deposit must have been credited to the account (or became legally transferable if that is later) no more than six months before the firm goes into default. For further information on life events categorised as temporary high balances by the FSCS you should visit <https://www.fscs.org.uk/how-we-work/claims-process/temporary-high-balances/>. Alternatively, you should contact the FSCS for more information. It should be noted that some deposit-taking facilities have several brands, where the same institution is trading under different names. You should check the financial services register or check with your deposit-taking institution, the FCA or a financial advisor for more information. In the event of a bank failure, you agree to us disclosing details to the FSCS.

### 38. Wills

We will prepare your Will strictly in accordance with your instructions in the Will questionnaire and the details you have provided, and so you are required to ensure you have provided complete and accurate information. We shall not be liable for any errors or omissions in details provided by you.

**Capacity:** By completing the questions which form part of the Will questionnaire and answering any additional questions, you confirm that you have sufficient mental

capacity to make and execute a Will. We accept no responsibility for verifying the identity, age or testamentary capacity of you or your witnesses.

**Coercion:** By completing the questions which form part of the Will questionnaire and answering any additional questions, you confirm that you are not subject to coercion or undue influence and have not been influenced by anyone in answering the questions. We accept no responsibility for checking whether there has been any coercion or undue influence for a postal Will service.

**Fees:** Once we have prepared a draft Will for you our full fee becomes immediately payable.

**Tax Advice:** Tax advice/work is outside of the engagement with you, and we shall not be liable for any adverse tax implications. Changes in inheritance tax legislation may affect the tax efficiency of your Will. Please note that we will not be obliged to contact you if there are any changes to the tax legislation, but may choose to do so at our option. We cannot be liable to you for any losses, damages or costs (whether arising in contract, tort, negligence, breach of statutory duty or otherwise) arising as a result of our failure to contact you in these circumstances. Leaving your residuary estate between exempt and non-exempt beneficiaries (i.e. charities) may result in negative tax implications if your estate is subject to inheritance tax; if you have any concerns you should contact Premier Solicitors to discuss your circumstances.

**Signing your Wills:** It is essential that your Wills are signed in accordance with the signing instructions we send out with them. If your Wills are not signed and witnessed correctly they may be invalid. Failure to sign your Will may lead to your estate passing under the intestacy rules and if you have no previous Will. If you do not follow our instructions in relation to the signature of your Will then we accept no responsibility for the effective execution of your will. If for whatever reason you fail to sign your Will, we accept no liability to you for the completion of your Will, nor any loss arising for its non-completion.

**Professional Executors:** You have a choice whether to appoint an Executor who is a professional (Premier Solicitors), lay (family member or beneficiary), or both, and should take into account the size and complexity of the estate when deciding. If only a lay, the lay may engage the services of a professional on the death of the client. Where we are appointed as Executors and as per Law Society guidelines, our fees for carrying out the administration of the estate could be charged for on an hourly rate basis or a percentage of the estate or both, determined on a case by case basis, taking into account the size and complexity of the estate. Typically, our charges would be in the region of 2% of the gross estate value plus vat.

**Renouncing as Professional Executors / Trustees:** Where we are appointed as Executor (and trustee) and asked to renounce (and retire) by the beneficiaries, following the death of our client, we would not normally do so, in accordance with Law Society guidelines, so as to ensure that the wishes of our client are carried out. Where we do consider such a request, we would look at all of the relevant reasons and make a charge for our time spent in such consideration and for the preparation and signing of any relevant papers. If we decide to renounce our appointment as Executor, we reserve the right to charge a fee of £250 plus vat for the work involved and if we decide to retire as Trustee, we reserve the right to charge a fee of £250 plus vat for the work involved.

**Rights under the Contracts (Rights of Third Parties) Act 1999:** Our advice is confidential to you and this firm shall not be responsible if you make it available to third parties. No person who is not a party to this agreement embodied in these standard terms and conditions and the relative covering letter(s) or your beneficiaries under your Will shall, in the absence of express provision to the contrary, have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms, but this does not affect any right or remedy of a third party which exists or is available under that Act.

**Marriage / Divorce:** Marriage automatically revokes a Will. If you are contemplating marriage or contemplating entering into a civil partnership, this will not be accommodated in your Will, unless expression provision to the contrary has been agreed, and so your Will shall automatically be revoked should you marry or enter into a civil partnership and you will need to have a new Will drawn up. If you divorce then any inheritances under your Will due to the ex-spouse may be affected and you should seek further legal advice.

**Your assets:** Your Will disposes of everything you own except (1) assets which you own jointly with someone else (such as property or bank accounts), which pass to the survivor(s) automatically on your death (2) discretionary benefits from pension schemes or other types of trust. If you own an asset with others as tenants in common, your share or interest will pass under your Will.

**Claims against the validity of the Will:** The most common grounds for disputing the validity of a Will include but are not limited to (1) lack of testamentary capacity (2) knowledge and approval (3) coercion or undue influence (3) failure to correctly execute the Will. If you have any concerns when instructing us to prepare your Will regarding any of these grounds then please let us know otherwise we accept no responsibility for claims made against the validity of your Will. We recommend to all clients that they obtain a GP letter confirming that they have the necessary testamentary capacity to make a Will and understand its contents. This can be used in case your Will is challenged after your death.

**Claims against your Estate:** It is possible for certain persons to make a claim on your estate if it can be shown that at the time of your death your Will does not make reasonable provision for them. Any claim allowed, would be assessed by the Court. If it was anticipated that such a claim could arise it is advisable to leave a letter to your

Executor setting out any special circumstances relevant to any possible claim. The persons that may have a right to apply to the Court include any partner of yours, if you have lived as man and wife or civil partners for at least 2 years prior to your death, any former husband/wife or civil partner provided he or she has not remarried or has entered into a subsequent civil partnership, or an order of the Court bars any claim, any child of yours, any person not being your own child who in the case of any marriage of yours was treated by you as a child of the family in relation to that marriage, any other person who immediately prior to your death was being maintained wholly or in part by you. In any event, we would recommend that you explain your thinking in a letter to the Executors in case your Will is challenged after your death.

**Storage:** We store Wills here free of charge. We do not register your Will with any Will registries, but if you require this service then please let us know and we shall provide you with a quote. If you store your own Will it is your responsibility to inform your Executors of its location. If you decide that you do not wish for Premier Solicitors to securely store your Will we shall return it to you.

**Releasing original Wills:** To safeguard our clients' documents to ensure that they are only released to the person entitled to them and to ensure that our clients' affairs remain confidential, before we can proceed with releasing your Will, we will require the following documents (1) written instructions to release your Will in the form of a signed letter (2) passport or photo card driving licence (3) two x proof of address documents containing your name and address and dated within the last three months from different organisations (i.e. Utility Bills, Council Tax or Bank Statements). If you do not wish to send your original identity documents then you can send to us certified copies, which have been correctly certified by a bank or Solicitor as true copies of the originals. If you wish to collect the documents then please let us know and we will arrange to contact you to book an appointment. In the event of your death, your Will shall only be released to your Executors upon receipt of written instructions from your Executors to release your Will, valid ID documents of all Executors, and a death certificate.

If you wish to have your Will sent to you by post, we will send it out to you by registered delivery (usually recorded delivery); please let us know which address to send this to. There would be an administrative fee of £35 plus vat to retrieve your Will plus postal costs (c. £5-10). Please note that we do not accept any liability for loss in the post by Royal Mail.

As a general disclaimer, Premier Solicitors does not accept liability for ensuring that you have a validly executed new Will or destroyed any old ones, or that your Executors/Beneficiaries are able to locate your Will when the time comes, nor any loss arising from this.

**Trust Administration:** With some executorship matters there may be a continuing role for us as Executor to act as a Trustee. In these circumstances any Trustee fees will be charged for on an hourly rate basis. These charges relate to carrying out the day-to-day administration of the trust including the preparation of annual accounts for one year where appropriate. The amount quoted covers the work which we must undertake in order to comply with our professional obligations including but not limited to keeping trust minutes / records, complying with financial services regulations, reviewing the trust portfolio, submitting annual accounts. However, they do not cover any additional work which may become necessary due to activity within the trust itself including but not limited to capital payments made to beneficiaries, retirement of trustees, appointment of trustees, selling or acquiring trust property, or any tax advice.

We shall submit an annual bill at the end of each financial year but also reserve the right to submit interim bills where appropriate. Our fees shall be payable from the trust fund and, if necessary, we reserve the right to sell assets to settle trust liabilities and if there are insufficient cash assets in the trust.

### 39. Lasting Powers of Attorney and Deputyships

Where Premier Solicitors are appointed as an attorney or a deputy we will charge for all such services, including any time spent in dealing with routine matters which a lay attorney or deputy could undertake, in accordance with our scales of fees that are applicable at the time, and which will be within Law Society guidelines.

### 40. Discrimination

**Premier Solicitors** is committed to encouraging equality and diversity among our workforce, and eliminating unlawful discrimination.

The aim is for our workforce to be truly representative of all sections of society and our customers, and for each employee to feel respected and able to give their best.

The organisation - in providing services and/or facilities - is also committed against unlawful discrimination of customers or the public

The policy's purpose is to:

- provide equality, fairness and respect for all in our employment, whether temporary, part-time or full-time
- not unlawfully discriminate because of the Equality Act 2010 protected characteristics of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race (including colour, nationality,

and ethnic or national origin), religion or belief, sex (gender) and sexual orientation

- oppose and avoid all forms of unlawful discrimination. This includes in pay and benefits, terms and conditions of employment, dealing with grievances and discipline, dismissal, redundancy, leave for parents, requests for flexible working, and selection for employment, promotion, training or other developmental opportunities

The organisation commits to:

- encourage equality and diversity in the workplace as they are good practice and make business sense
- create a working environment free of bullying, harassment, victimisation and unlawful discrimination, promoting dignity and respect for all, and where individual differences and the contributions of all staff are recognised and valued
- This commitment includes training managers and all other employees about their rights and responsibilities under the equality policy. Responsibilities include staff conducting themselves to help the organisation provide equal opportunities in employment, and prevent bullying, harassment, victimisation and unlawful discrimination
- All staff should understand they, as well as their employer, can be held liable for acts of bullying, harassment, victimisation and unlawful discrimination, in the course of their employment, against fellow employees, customers, suppliers and the public
- take seriously complaints of bullying, harassment, victimisation and unlawful discrimination by fellow employees, customers, suppliers, visitors, the public and any others in the course of the organisation's work activities
- Such acts will be dealt with as misconduct under the organisation's grievance and/or disciplinary procedures, and any appropriate action will be taken. Particularly serious complaints could amount to gross misconduct and lead to dismissal without notice
- Further, sexual harassment may amount to both an employment rights matter and a criminal matter, such as in sexual assault allegations. In addition, harassment under the Protection from Harassment Act 1997 – which is not limited to circumstances where harassment relates to a protected characteristic – is a criminal offence
- review employment practices and procedures when necessary to ensure fairness, and also update them and the policy to take account of changes in the law
- monitor the make-up of the workforce regarding information such as age, gender, ethnic background, sexual orientation, religion or belief, and disability in encouraging equality and diversity, and in meeting the aims and commitments set out in the equality policy

Details of the organisation's grievance and disciplinary policies and procedures can be found at appendices 15 of the Office Manual. This includes with whom an employee should raise a grievance – usually their line manager.

Use of the organisation's grievance and/or disciplinary procedures does not affect an employee's right to make a claim to an employment tribunal within three months of the alleged discrimination.

### 41. Monitoring telephone calls

Premier Solicitors may record calls for training purposes, quality control, and for our client(s) and our staff(s) protection. We reserve the right to refer to the recorded calls should a dispute arise. You have the right to obtain a recording and/or transcript of any such recorded calls.

### 42. Environmental Policy

Premier Solicitors recognises that it has a responsibility to the environment beyond legal and regulatory requirements. We are committed to reducing our environmental impact and continually improving our environmental performance as an integral part of our business strategy and operating methods, with regular review points. We will encourage clients, suppliers and other stakeholders to do the same. Our key focus is to reduce paper wastage and therefore, as a matter of routine, we shall communicate with you by email wherever possible.

### 43. News bulletins

Where you supply us with your email address and have agreed to opt in to receive our news bulletins (usually emailed out on the last working day of each month) which provides updates about Premier Solicitors, legal updates and other information.

### 44. Applicable law

Any dispute or legal issue arising from our terms of business will be determined by the law of England & Wales, and considered exclusively by the English and Welsh courts.

**45. Terms and Conditions of Business**

Unless otherwise agreed, and subject to the application of current hourly rates, these Terms and Conditions of Business shall apply to any future instructions given by you to Premier Solicitors. If you have any queries regarding these Terms and Conditions of Business then please let us know otherwise please note that when you sign the client care letter, form of authority, or other documents in order to instruct Premier Solicitors you do so agreeing to these terms of business.

**Updated May 2021 by TSC**