
TERMS OF BUSINESS

Version . February 2020

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1. OUR CONTRACT

1.1. Extent

These Terms of Business issued by Rexton Law LLP ("the Firm"), as supplemented and/or amended by any relevant Engagement Letter; apply to each Matter we work on for you. We are authorised by the SRA and our authorisation number is 554020.

1.2. Variation

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

1.2. DEFINED TERMS

In these Terms of Business: -

"the Firm" the Firm means Rexton Law LLP and any successor practice, and any service company owned or controlled by or on behalf of the Firm or any of the Partners;

"Associated Entities" means (where you are a body corporate) your shareholders, directors (as individuals not acting together as the Board), officers and employees, subsidiaries, parent companies, and subsidiaries of parent companies, and (where you are a trade association) your individual members;

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

"Documents" means documents we create or receive on your behalf (including communications from or with third parties, notes of conversations and meetings, draft and final documents, and instructions to and opinions of barristers);

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

"Force Majeure" means any circumstance beyond the reasonable control of the party affected by it and includes

telecommunications failure, power supply failure, terrorism, fuel strikes, severe weather, computer breakdown, failure of suppliers to meet delivery requirements, industrial disputes and absence of personnel due to illness or injury;

"Matter" means any specific transaction, dispute or issue in relation to which you ask us to provide Services whether or not it has been defined in an Engagement Letter or other agreement;

"Partner" means a partner of the Firm;

"Services" means all services we provide to you in relation to the relevant Matter;

"You" includes the addressee of the relevant Engagement Letter and any other person identified in the Engagement Letter as our client and "your" shall have a cognate meaning;

2. OUR RESPONSIBILITIES AND SERVICES

2.1 Our Responsibilities in delivering our Services we will:-

- treat you fairly and with respect;
- communicate with you in plain language;
- review your Matter regularly;
- advise you of any changes in the law that affect your Matter; and
- advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your Matter

2.2 Our Services

2.2.1 The Partner at the Firm named in the Engagement Letter as the “Supervising Partner” will be the Partner primarily responsible for the provision of our Services to you. That Partner has complete discretion to deploy such of our lawyers, trainee lawyers, paralegals or other staff as she/he deems necessary or desirable to ensure appropriate delivery of the Services.

2.2.2 We only advise on the Laws of England and Wales. Where a transaction or other work also involves the laws on another jurisdiction it is your responsibility to ensure that competent advice has been taken in a timely manner and that we have been provided with a full and complete copy of that advice,

2.2.3 We may require that you contract directly with certain third parties and assume direct responsibility to them for the payment of their fees and expenses.

3. **YOUR RESPONSIBILITIES**

You will (so far as you are practicably able to do so): -

3.1 provide us with clear, timely and accurate instructions, and the information and materials necessary or desirable for us to perform the Services for you in a timely manner;

3.2 notify us promptly of any changes or additions to instructions, information and materials previously provided by you or on your behalf;

3.3 ensure that all information provided to us is complete in all material respects and not misleading; and

3.4 safeguard any documents that may be required for your Matter, including documents that you may have to disclose to another party.

4. **CLIENT CARE CODE**

4.1 We want you to be happy with every aspect of our Service. We therefore operate a Client Care Code, the principles of which are as set out below: -

4.1.1 We are committed wholeheartedly to the professional standards laid down by the Solicitors Regulation Authority.

4.1.2 You will be told clearly at the outset the issues and how we advise they be dealt with, and the immediate steps we will take on your behalf.

4.1.3 You will be regularly informed of the progress of your Matter.

4.1.4 We will explain to you by telephone or in writing the legal work required as your Matter progresses.

4.1.5 We will update you on the likely timescales for each stage of this Matter and any important changes in those estimates. Whenever there is a material change in circumstances associated with your Matter, we will update you on whether the likely outcomes still objectively justify the likely costs and risks

4.1.6 We will update you on the costs of your matter at the intervals set out in the Engagement Letter. If appropriate, we will continue to review whether there are alternative methods by which your matter can be funded

4.1.7 The Engagement Letter notifies you of the following details: -

4.1.7.1 the name of the person or persons who is/are dealing on a day to day basis with your matter (the Fee Earner) ; and

4.1.7.2 the name of the Supervising Partner;

4.1.8 You will be told the name of the new fee earner if the matter is transferred from one fee earner to another.

4.1.9 We cannot guarantee that the Fee earner or Supervising Partner will be available on demand, but we will do our best to get back to you promptly and efficiently.

4.1.10 If you do not understand anything, please always ask.

4.1.11 At the end your Matter you will be sent a bill with a letter confirming the Matter has been completed and, where necessary, summarising any continuing consequences.

4.1.12 The Firm's policy is to only accept up to £500 in cash payments from clients. If you try to avoid this policy by depositing cash directly with our bank, we may charge you for any additional checks that are necessary to prove the source of the funds. Checks shall be necessary at our discretion in order to comply with our legal and regulatory obligations. Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

5. **HOURS OF BUSINESS**

The normal hours of opening at our offices are between 9.00 a.m. and 5:00 p.m. on weekdays. Messages can be left on the answerphone outside those hours and appointments arranged at other times when this is essential.

6. **FEES AND EXPENSES**

6.1 **General**

6.1.1 You will find a description of and information on the prices we charge for the services listed below on our website:

- Conveyancing
- Probate
- Debt recovery

6.1.2 The Engagement Letter will set out either our agreed fees or the basis on how we will calculate our fees. Our fees are often calculated principally by reference to the time spent by us in providing the Services at the fixed hourly rates applicable to the relevant staff.

6.1.3 We may, in accordance with professional guidelines, also charge a premium (where reasonable to do so) to take account of the nature, responsibility, complexity, value and urgency of the Services and other criteria specified in those guidelines.

6.1.4 The fixed hourly rates of each of our fee earners, are reviewed from time to time and we will inform you of any variation in these rates and the date upon which they take effect. In addition, please be aware that our hourly rates are based on levels of experience and as our fee earners become more senior their hourly rates may increase accordingly – you will be informed if this is the case.

6.1.5 You will be responsible for paying the expenses we incur in the course of providing the Services (including travel and subsistence expenses, search and filing fees, court fees and barristers', foreign lawyers' and other third parties' fees and expenses). We will advise as to the amount and nature of any expenses to be incurred in advance. We will often seek payment for such expenses in advance and may not incur them until you have provided us with funds for that purpose which may delay the progress of your Matter.

6.1.6 VAT will be charged at the appropriate rate on all fees and expenses.

6.2 **Limited Companies**

When accepting instructions to act on behalf of a limited company, we may require a director and/or controlling Shareholder to sign a form of personal guarantee in respect of our fees and expenses. If such request is refused, we will be entitled to require payment on account or to stop acting and require immediate payment of our fees already incurred on a time spent basis and expenses as set out above.

6.3 **Payments on Account**

6.3.1 We may require you to make a payment to us on account of our fees and expenses at any time and on more than one occasion. Money paid on account which is not subsequently required for fees and expenses will be returned promptly.

6.3.2 We are not obliged to credit payments on account against interim invoices but may do so if you fail to make prompt payment.

6.3.3 Any cost estimates that we give you are estimates only and does not constitute a contract to carry out the work at the cost.

6.3.4 Sometimes, it is not possible to estimate in advance. It is open to you to set a limit on the costs which may be incurred without further reference to you. If the costs limit restricts the extent of work possible on your Matter, we will inform you as to the likely progress to be made within the costs limit and keep you updated.

6.3.5 On occasions we may provide a fixed price quotation.

6.3.6 The provision of figures (orally or in writing) from time to time for the likely cost of a piece of work is an estimate only and does not constitute a contract to carry out the work at that cost.

6.3.7 The provision of a written quotation for work constitutes an offer to carry out the work at that cost and does not become a contract until you accept the quotation or a defined part of it.

6.3.8 Unless stated in writing to the contrary, any quotation or estimate does not include any expenses or VAT.

6.3.9 Where we carry out work which falls outside the scope of an accepted quotation (or of an estimate which is subsequently incorporated into a contract between us) we may charge fees at our fixed hourly rates, in addition to the quoted or estimated fee. We may also charge additional fees on the same basis for work within the scope

of such a quotation or estimate which is made more time consuming, onerous or urgent as a result of: -

6.3.9.1 circumstances or information which we did not know or could not reasonably have anticipated at the time of the quotation or estimate (whether or not you were aware of them/it); or

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

6.4 **Commissions and Referrals**

We will only refer, recommend or introduce you to another business where you have given us informed consent to do so.

If we receive a commission from a third party arising from work, we are doing for you, we will inform you of this and credit you with the commission unless you have agreed otherwise.

7. **OUR INVOICES**

7.1 **Frequency of Invoices**

7.1.1 Unless otherwise agreed in the Engagement Letter, we will be entitled to invoice you in respect of our fees and expenses at appropriate intervals (normally monthly) and on completion of each Matter. At the end of our financial year we shall be entitled to bring up to date our invoicing in respect of all your then unbilled work.

7.1.2 Unless otherwise stated, interim invoices are a final account of our fees for all work done during the period to which they relate.

7.1.3 There may be a delay in invoicing expenses incurred on your behalf pending our receipt of the relevant invoices from suppliers. Unless otherwise stated, such invoices are not a final invoice in relation to such expenses.

7.1.4 You may pay invoices by cheque or by electronic payment direct into our account. Please contact us directly for our bank account details. Unless we agree to do so, we do not accept payments in cash either from our clients direct or deposited with our bank.

7.2 **Payment Terms**

Interest may be charged on outstanding invoices that are not paid within the Credit Period from the expiry of the Credit Period until the time they are

paid at the statutory interest rate (currently 8% above the Bank of England's Base Rate) . Any debts that have to be chased may also incur statutory debt recovery costs.

If you do not pay any invoice by the end of the Credit Period, or the sum we have requested on account within seven (7) days (or such longer period as we may specify) of our demand, we may suspend or terminate the provision of all or any Services (and instruct any third parties engaged by us to suspend the provision of their services) and may invoice you for all accrued fees and expenses.

7.3 **Joint Clients and Third-Party Payments**

Where we are instructed by more than one individual client, you will all be jointly and severally liable for the total payment of our fees.

In some circumstances, you may have a right of recovery or indemnity against a third party in respect of all or part of our invoices, but we are not permitted to issue a VAT invoice to any person other than you in any circumstances, and you remain liable to us to pay our invoices to the extent that they remain unpaid by the time that they fall due.

7.4 **Right to Retain Money, Documents and Property**

We are entitled to keep any of your property which is in our possession, including legal and other documentation, while money is owing to us. This is known as a lien. Upon payment in full, we will return them to you at your request.

8. **INTEREST POLICY**

We will normally credit you with interest on any funds we hold in our client account on your behalf, in accordance with our professional rules. Interest will accrue at the rate payable by our bank on instant access deposits. This may be less than the rate at which you could have invested the money yourself. You agree that interest amounting to less than £20 will not be paid to you.

A copy of our interest policy is available upon request.

9. **CONFLICT OF INTEREST**

9.1 **Definition**

"Conflict of Interest" means any situation where our separate duties to act in the best interests of two or more clients conflict.

9.2 **Similar Activities**

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

9.3 **Third Parties**

Once we have agreed to act for you in relation to a Matter, we will not act for a third party in relation to the same Matter if there is a Conflict of Interest between that third party's interests and your interests.

9.4 **Instructions Creating a Conflict of Interest**

We may decline to act for you where accepting your instructions would create a Conflict of Interest or cause us to break an existing agreement with a third party.

9.5 **Consent**

Where our professional rules allow, and subject to satisfying the requirements of those rules (for example by implementing an information barrier), we may act for you and another client where a Conflict of Interest would otherwise exist, provided that we have the informed consent of both parties, evidenced in writing.

9.6 **Cessation of Services**

If, whether through a change in circumstances or otherwise, we find that we have agreed to provide Services to you in circumstances which give, or could give, rise to a conflict of interest we will discuss with you how to deal with the conflict and may, be obliged to stop providing Services to you and/or to all other clients affected by the Conflict of Interest.

10. **CONFIDENTIALITY**

10.1 **Our Duty of Confidentiality**

10.1.1 We will treat any information related to your affair as strictly confidential, save as to when disclosure is required or permitted by law or you consent to any such disclosure:-

10.1.2 We shall be under no duty to disclose to you (or take into account in the course of providing the Services) any information acquired by us in acting for any other client or any information in respect of which we owe a duty of confidentiality to a third party.

10.2 **Your Duty of Confidentiality**

10.2.1 Our advice and other communications with you are confidential and may not, without our consent, be disclosed by you to any third party (other than to your employees and agents who require access and who do

not disclose it further) or otherwise made public except as required by law or other regulatory authority to which you are subject.

10.2.2 If, as a result of our acting for you, you acquire any information in respect of which we notify you that we owe a duty of confidentiality to a third party you will keep it confidential and not use it without our consent.

11. **CUSTODY, RETENTION AND TRANSFER OF DOCUMENTS**

11.1 We will, at your request, either during the provision or after completion of any Services, release your file to you minus any documents of ours (such as documents which we create or receive for our benefit (including copies of our letters to you, your letters to us, notes of telephone conversations and meetings with you for which we have not charged you, and our preliminary drafts, research materials and internal notes) which we have chosen to retain provided that we are not at the time exercising our right to retain documents pending payment of outstanding fees and expenses or are prevented by any court order, undertaking or other legal constraint from doing so. We may copy all your file before releasing it, including any electronic copies.

11.2 We may agree to store title deeds, wills and other especially valuable documents in safe custody for you if you require and, if we do, we will not, without your consent, destroy any such documents. We do not currently charge for this but we reserve the right to do so upon reasonable notice to you.

11.3 We do not accept responsibility for the loss or damage of any item which we hold on your behalf unless we expressly agree in writing to the contrary.

11.4 We will keep our file of your papers including emails and any hardcopies thereof, in accordance with our data retention policy except those that you ask to be returned to you. Our data retention policy is available to view upon request, we will not destroy documents you ask us to deposit in safe custody. If we take papers or documents out of storage in relation to continuing or new instructions to ask for you, we will not normally charge for such retrieval. However, we may charge you both for time spent producing stored papers that

are requested as well as reading correspondence or other work necessary to comply with your instructions in relation to the retrieved papers. We will ask you to confirm that any personal data we have retrieved remains current and up to date if we are to act upon such data as part of our duties under the Data Protection legislation.

12. **INTELLECTUAL PROPERTY RIGHTS**

12.1 **Copyright**

We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing the Services (including know-how and working materials as well as final documents). We now grant you a non-exclusive, non-transferable, non-sublicensable licence to use such documents or other works solely for the Matter to which the Services of developing or generating them relate and not otherwise. If you do not pay us in full for our Services in relation to that Matter we may, on giving you notice, revoke that licence and only re-grant it to you once full payment has been made.

12.2 **Opinions from Barristers and other Third Parties**

12.2.1 We may retain, for our subsequent use, a copy of the advice or opinion of any barrister or other third party given in written form (or any note of any advice or opinion) obtained in the course of providing the Services. Any barrister or other third party will be instructed on the basis that any such advice or opinion will be so retained.

12.2.2 If we retain a copy of any advice or opinion in this manner, we will take all reasonable steps to conceal information (such as names, addresses or descriptions) which might reasonably enable you to be identified.

13. **JOINT INSTRUCTIONS**

13.1 Where we agree to work on a Matter for more than one client jointly, the rights and obligations of the joint clients to us in relation to the Services will be several (save for obligations to pay money to us, which will be joint and several, as detailed above).

13.2 Each joint client irrevocably permits us to disclose to any other of the joint clients at any time any information which we would otherwise be prohibited from so disclosing by virtue of our duty of confidentiality. If

any joint client ends this permission during the provision of the relevant Services, or if a conflict of interest otherwise arises between joint clients, we may suspend or terminate the provision of Services related to that Matter to one or more of the joint clients.

13.3 If any joint client asks us to transfer documents from our file to them, we will retain our file and will supply copies of the file to each joint client, making the originals available at one of our offices for inspection by any joint client on reasonable prior written notice. This does not apply to original documents which were delivered to us by one of the joint clients, we will deliver these documents to the joint client who delivered them to us.

14. **FORCE MAJEURE**

Neither You nor We shall be liable for any failure to perform, or delay in performing, any obligations (other than payment and indemnity obligations) if and to the extent that the failure or delay is caused by Force Majeure and the time for performance of the obligation, the performance of which is affected by Force Majeure, shall be extended accordingly

15. **LIABILITY**

15.1.1 We will use reasonable skill and care in the provision of the Services. Where we make an assessment for you, either expressly or by implication, of the likely level of risk associated with different potential courses of action, you accept that such assessment is made relying only upon the information and documents then available to us and cannot, therefore, be definitive.

15.1.2 Accordingly, such an assessment should only be used as one element in the making of any practical or commercial decision. You accept that the magnitude or acceptability of a risk is a matter for you.

15.1.3 The Firm alone will provide the Services and you waive any right to, an agree that you will not bring, any claim whether in contract, tort, under statute or otherwise against any Partner, or any consultant to, or employee or agent of the Firm or any service company owned or controlled by or on behalf of any of the Partners and those Partners, consultants, employees and agents shall be entitled to rely on the terms of this agreement insofar as they limit their liability.

15.1.4 The aggregate liability of the Firm (or of any service company owned or controlled

by or on behalf of any of the Partners) and of all Partners, consultants to and employees and agents of the Firm and any service company owned or controlled by or on behalf of any of the Firm or the Partners in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance), for loss or damage arising from or in connection with the Services provided shall, in relation to each Matter, be limited to the sum, unless otherwise agreed, of 3 million pounds (£3 000 000.00).

15.1.5 Where any loss is suffered by you for which the Firm and any other person are jointly and severally liable to you, the loss recoverable by you from the Firm is limited so as to be in proportion to the firm's relative contribution to the overall fault of a) the Firm, (b) by you and (c) any other person, in respect of the loss in question.

15.1.6 Nothing in this agreement exempts us from liability arising from our fraud or reckless disregard of our professional obligations; or from our negligence resulting in death or personal injury, or where, in the case of a contentious business agreement, law or regulation prohibits the exclusion of such liability.

15.2 Drafts

Where we provide draft or provisional advice or other materials, that advice or those materials are not to be relied upon as constituting our final view.

15.3 Current Law

The Services are provided in accordance with professional practice requirements and the proper interpretation of the law, as each exists on the date on which the relevant Service is provided. If there is any change in such requirements or the law, or their interpretation, after the relevant Matter has been concluded (or before that time but which could not reasonably be known by us at that time), we have no responsibility to notify you of, or of the consequences of, the change.

15.4 Communication

15.4.1 We shall communicate with you at the postal and email addresses and the telephone and fax numbers which you publish unless you ask us to use other addresses and numbers. You will notify us if you regard any communications from us as particularly confidential and the means by which you require us to make such

communications and we shall have no liability to you arising out of your failure so to notify us.

15.4.2 Subject to any notification you may make to us under the previous paragraph, we shall not be required to encrypt, password-protect or digitally sign any email, or attachment, sent by us. We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of e-mails, including any attachments. We shall not be responsible for the effect on any hardware or software (or any loss or damage arising from any such effect) of any e-mails or attachment which may be transmitted by us (save to the extent caused by our negligence or wilful default).

15.5 Deadlines

We will try to meet any deadline we agree with you for the performance of any Services but, unless we agree otherwise in writing in relation to any time, date or period for delivery or performance by us, time shall not be of the essence

16. TERMINATION

16.1 Completion of Services

An agreement between you and us for the provision of defined Services ends on the completion of the provision of those Services. An open-ended agreement for the provision of Services ends [three (3)] months after the last date on which we provided Services to you. Unless new or different terms are agreed, our acceptance of instructions to perform Services for you subsequent to the ending of any agreement gives rise, from the time of acceptance of the instructions, to a new agreement on these terms. If we provide you free of charge with any seminar, information, or other document after the ending of an agreement, such provision does not give rise to a new agreement.

16.2 Early Termination

You may terminate the provision of all or any of the relevant Services at any time by giving written notice to us. We may also decide at any time to terminate the provision of all or part of the relevant Services by giving written notice to you. We will not do this without reason

16.3 Rights on Early Termination

On early termination, by either you or us, you will remain liable to pay all fees and expenses incurred before termination and due under our contract or due on the basis of the time spent at our usual hourly rates,

whichever is the less, together with any further fees and expenses for work necessary to transfer our files to another adviser of your choice.

17. **GENERAL**

17.1 **Money Laundering Regulations / The Proceeds of Crime Act 2002**

- To comply with anti-money laundering and counterterrorist financing requirements, we are likely to ask you for proof of your identity and may conduct searches or enquiries for this purpose, we may also be required to identify and verify the identity of other persons such as directors or beneficial owners. If you or they do not provide us with required information promptly, your matter may be delayed.
- We may make checks using online electronic verification systems or other databases as we may decide in order to comply with our obligations under anti-money laundering and counterterrorist financing regulations.
- We will only process any documentation or personal data received from you in respect of client due diligence for the purposes of preventing money laundering and terrorist financing unless (a) use of that data is permitted by or under any enactment or (b) you give your express consent for the documentation or personal data to be used for other forms of processing.

17.1.1 **Individual**

If you are an individual and a new client or an existing client who has not previously supplied information, you are requested to supply the following; one item from List A and two items from List B. (Please note we require certified copies if you are sending these by post or email, if you are bringing in the original documents to our offices, we will make certified copies here.)

LIST A – Proof of Identity

1. Current fully signed Passport
2. Current full UK Photocard Driving Licence.

LIST B – Address Verification

1. A bill for the supply of electricity, gas, water or telephone services (provided it is fewer than three (3) months old).

Mobile phone bills are not acceptable.

2. Credit Card/Bank Statement (provided it is fewer than three (3) months old) showing current address.
3. Television Licence renewal notice.
4. Council Tax bill (provided it is fewer than three (3) months old).
5. Recent Tax Coding Notice.
6. Recent Mortgage Statement.

17.1.2 **Body Corporate**

If you are a new or existing body corporate client not listed on a regulated market who has not previously supplied information, we will require the following:

1. Company / organisation full name;
2. Company or other registration number;
3. Registered address and, if different, principal place of business address;
4. Memorandum of association or other governing documents;
5. Names of the Board of Directors or members of your management body and its senior management;
6. One item from List A and 1 item from List B above for an officer of the corporate body
7. Written confirmation from the corporate body that the instructing individual is authorised to act on its behalf.

17.1.3 Under the provisions of the Proceeds of Crime Act 2002 ("POCA"), we may be required to make a report to the relevant authorities if at any time we become aware of or suspect (whether from you or any other person) the existence of the proceeds of crime in relation to any Services on which we are engaged. Our obligation to make such a report will, in certain circumstances, override our duty of solicitor/client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such a report.

We may terminate the provision of any Services to you, or be instructed to do so by the relevant authorities, if you fail to comply with your obligation to provide evidence of identity or we suspect that you or any other party connected with you or with the Matter is involved in activities proscribed by POCA.

The 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 considers all clients with funds deposited in a law firm's pooled client account to be beneficial owners of the account. 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 they issue. Pooled client accounts are granted this exemption on the proviso 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.

The firm does not tolerate tax evasion, or the facilitation thereof in any circumstances, whether committed by or facilitated by a client, personnel or associated persons/ companies.

17.2 Severability

Each of these terms shall be severable and distinct from the others and if any term is held to be illegal, invalid or unenforceable, in whole or in part, the remaining terms shall not be affected.

17.3 Equality and Diversity

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. We have written equality diversity and inclusion policy to ensure that discrimination and harassment are prevented and that equality and diversity and inclusion are promoted.

We will not discriminate in the way we provide our Services to you or in the way we instruct third parties.

21.4 Financial Services and Insurance Mediation

We are not authorised by the Financial Conduct Authority and if during the course of your matter, you need advice on investments, we may have to refer you to someone who is so authorized. 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. The scope of our contract with you, however, does not and will not include giving you advice on the merits of entering into particular investments.

We are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly

the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/firms/financial-services-register

If you have any problem in respect of such services, please let us know. We will try to resolve any problem quickly. If for any reason we are unable to resolve the problem between us, the SRA provides a complaint and redress scheme. We do not manufacture insurance products and are not an insurance company.

17.4 Complaints Procedure

17.4.1 We hope you will have no complaint. To underline how seriously we take complaints, we have a set Complaints Procedure which can be summarised as follows: (a copy of our full complaints procedure is available on request)-

17.4.1.1 If you have any complaint or observation (good or bad) about our service, please let us know.

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

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

17.4.1.4 If this still does not resolve it satisfactorily, contact Emma Reese the Partner nominated by the practice to ensure prompt and thorough investigation of any complaint or Peter Grubner the office Manager.

17.4.1.5 If still unresolved at this stage, you may take your complaint to the Legal Ombudsman. Normally, you will have to bring your complaint to the Legal Ombudsman within 6 months of receiving a final response from us about your complaint and 6 years from the date of the act or omission giving rise to the complaint or alternatively 3 years from the date you should reasonably have known there are grounds for complaint.

17.4.1.6 The address of the Legal Ombudsman is: PO Box 6806, Wolverhampton, WV1 9WJ; telephone, 0300 555 0333; or view their website at www.legalombudsman.org.uk, email enquiries to: enquiries@legalombudsman.org.uk

17.4.2 A complainant to the Legal Ombudsman must be one of the following:

- An individual;
- A micro-enterprise as defined in European Recommendation 2003/361/EC of 6 May 2003 (broadly, an enterprise with fewer than 10 staff and a turnover or balance sheet value not exceeding €2 million);
- A charity with an annual income less than £1 million;
- A club, association or society with an annual income less than £1 million;
- A trustee of a trust with a net asset value less than £1 million; or a personal representative or the residuary beneficiaries of an estate where a person with a complaint died before referring it to the Legal Ombudsman.
- If you do not fall into any of these categories, you should be aware that you can only obtain redress by using our Complaints Handling Procedure or by mediation or arbitration, or by taking action through the Courts.

17.4.3 You may also have the right to object to your bill by applying to the Court for an assessment of the bill under Part III of the Solicitors' Act 1974 . Please be aware that the Legal Ombudsman may not consider a complaint about a bill if you have applied to court for an assessment of it.

18. **LAW AND JURISDICTION**

The terms on which we provide Services to you are governed by, and shall be construed in accordance with, English law. You and we each agree to submit to the exclusive jurisdiction of the English courts, provided that we may in our sole and unfettered discretion commence proceedings against you in any other Court.

19. **QUALITY STANDARDS**

Due to our own internal quality standards and us achieving CQS, we are subject to periodic checks by outside assessors. This could mean that your file may be selected for checking/auditing. We have a legitimate interest in acting in this way and take every possible precaution to protect your personal information. All inspections are, conducted in confidence and all external firms and organisations, working with Us are required to maintain confidentiality in relation to any files and papers that are audited/checked by them. Your file(s) may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of Our business, the acquisition of another business by Us

or the acquisition of a new business. Again, we have a legitimate interest in acting in this way and take every possible precaution to protect your personal information. Please contact us if you would like us to explain this further

20. **DISCLAIMERS**

20.1 **Tax**

We are not qualified to advise you on the tax implications of transactions you instruct us to carry out, or the likelihood of them arising.

20.2 **Planning in property transactions**

We will not advise you on the planning implications of your proposed purchase, unless specifically requested to do so by you, otherwise than by reporting to you on any relevant information provided by the results of the "local search".

It is not our responsibility to carry out a physical inspection of the property nor advise on the valuation of the property nor the suitability of your mortgage nor any other financial arrangements. We shall not advise generally on environmental liabilities where we shall assume, unless you tell us to the contrary, that you are making your own arrangements for any appropriate environmental survey or investigations.

We may, however, need to obtain on behalf of your lender, at your expense, an environmental search. However, we will not advise you about any issues relating to the possible contamination of any land which may be relevant to your purchase. We have to tell you that we are not qualified to advise on the results of any search made in that respect and would only be able to report to you the actual results of such a search. This is particularly significant in respect of the potential liabilities that may arise at some future point in time as a result of land contamination or flood risk that are having increasing significance. If you have any doubts, please discuss your concerns with us.

21. **DATA PROTECTION**

22. We respect your privacy and we are committed to protecting your personal data. In the course of acting for you, we may receive information relating to you. For information on how we process your personal data is available in our privacy policy, a copy of which accompanies these terms of business, is available on request or can be viewed on our website at any time. Provisions relating to litigation and other work in relation to disputes

22.1 **Provisions relating to litigation and other work in relation to disputes**

Costs Risk

- 22.1.1 In litigation matters, the Court may decide to order one party to pay the costs of the other. The Court usually orders the unsuccessful party to pay all or a part of the successful party's costs and the successful party usually recovers a proportion of its costs from the unsuccessful party, although there is no certainty about this. You should be aware that: -
- 22.1.1.1 If you make an interim application to Court which does not succeed, you may have to pay the other side's costs, usually within two (2) weeks.
- 22.1.1.2 If you lose the case, you may have to pay the other side's costs and it is not usually possible for you to withdraw from the case without dealing with the issue of those costs.
- 22.1.1.3 Costs awarded have to be proportionate to the value of the dispute and, in the ordinary course, recovered costs from the other side rarely exceeds sixty to seventy per cent (60-70%) of actual expenditure.
- 22.1.1.4 As set out above, you will still be liable to pay our costs in full, even if the other party fails to pay the costs awarded to you by the Court.
- 22.1.1.5 Issues which the Court may take into account in assessing the costs payable or recoverable include:
- 22.1.1.5.1 efforts made before and during the proceedings to try to resolve the dispute, including the appropriate use of mediation and other alternative dispute resolution procedures;
- 22.1.1.5.2 the effects of payments into court and offers of settlement;
- 22.1.1.5.3 the complexity and size of the Matter and the difficulty or novelty of the questions raised;
- 22.1.1.5.4 the skill, effort, specialised knowledge and responsibility involved;
- 22.1.1.5.5 the time spent; and
- 22.1.1.5.6 the place and circumstances in which the work was done.
- 22.1.2 if the other side is or becomes legally aided, it is highly unlikely that you will recover your costs, even if you are successful.
- 22.1.3 If you are unsuccessful, or the Court so orders for some other reason, you may be ordered to pay the other side's costs. We will discuss with you whether the likely outcome will justify the expense/risk.

22.2 Funding

- 22.2.1 You should consider whether the legal work on which you are proposing to instruct us may be covered by a legal expenses insurance policy. These policies frequently stipulate that the insured must take primary advice from a panel solicitor nominated by the insurance company. In these cases, you may want to defer instructing this Firm until it is established whether or not that policy will cover advice from this Firm. .
- 22.2.2 If you do not have legal expenses insurance, you may be able to purchase insurance to cover you in the event that you have to pay the other side's costs.

22.3 Statements of Truth

Under the Civil Procedure Rules and certain documents, such as claim forms, defences and witness statements must be verified by a statement of truth, to the effect that the party putting forward the document believes the facts stated in it are true. Making a false statement of truth is potentially a contempt of Court for which there is possible penalty of fine and/or imprisonment.

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

23. REGULATIONS AFFECTING YOUR CANCELLATION RIGHTS

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

29.1 If we have not met you either in person (because, for example, instructions and signing of the contract documentation is taking place by telephone/mail, e mail or on-line – ie: 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 - ie: by way of an “off-premises” contract) and the contract was entered into on or after 14 June 2014, you have the right to cancel this contract within 14 calendar days of entering into the contract without giving any reason.

29.2 The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.

29.3 To exercise your right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg: a letter sent by post, fax or e mail). You may use the

model cancellation form attached to your Client Care Letter, but it is not obligatory. You can also electronically fill in and submit the model cancellation form or any other clear statement on our website www.rextonlaw.co.uk. If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (eg: by e mail) without delay. To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

29.4 Should you require the work to be commenced within the 14-calendar day cancellation period, you must provide your agreement to that in writing, by e mail, post or fax to enable us to do so. By signing and returning a copy of the client care letter / authority to act, you are providing your agreement in writing to enable us to commence work within the 14-calendar day cancellation period. Where you have provided your consent for work to commence within the 14-calendar day cancellation period and you later exercise your right to cancel, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation. Unless you make an express request for us to commence work within the 14-day period (i.e. by signing and returning the signed copy of the client care letter / authority to act, we will not be able to undertake any work during that period.

24. **INSURANCE**

We hold professional indemnity insurance which is adequate and appropriate for the matters we act on. Our qualifying insurers are: -

Allianz Global and Corporate Speciality Solicitors Professional Indemnity whose address is 57 Ladymead Guildford Surrey GU1 1DB. Our insurance policy number is GBF010004200. The insurance covers our practice carried on from our offices in England and Wales and will extend to acts or omissions wherever in the world they occur.

25. **FINANCIAL SERVICES COMPENSATION SCHEME**

In the event of a banking failure it is unlikely that the firm would be held liable for any losses of client account money.

We currently hold our client account funds in Lloyds Bank. 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 as our client account, the limit remains £85,000 in total, so it

may be advisable to check with your own bank as some banks now trade under different trading names.

However, with effect from 3rd July 2015, the FSCS will provide a £1 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at www.fscs.org.uk

In the event of a bank failure you agree to us disclosing details to the FSCS.

26. **LEGAL AID**

We do not undertake legal aid work. If you believe that you may be eligible for Legal Aid then we can direct you to a firm who does undertake such work.

27. **HELP TO BUY ISA SCHEME INFORMATION**

The Help to Buy ISA Scheme was launched by HM Treasury on 1st December 2015. If you have taken out a Help to Buy ISA, then you may be eligible for a bonus payment of up to 25% of the closing balance of the Help to Buy ISA subject to a minimum bonus payment of £400 and a maximum of £3000 and provided that you and the property you are purchasing meet the eligibility criteria set out in HM Treasury ISA Scheme Rules. The fee earner with conduct of your matter (who under the Help to Buy ISA Scheme is known as the Eligible Conveyancer) will be able to advise you on eligibility and, if appropriate, will undertake the necessary process to apply for any bonus payment.

If you are purchasing a property through the Help to Buy ISA Scheme, HM Treasury will be the Data Controller of any relevant personal data that is given, via the Eligible Conveyancer, to HM Treasury and to the Administrator and / or any sub-contractor of HM Treasury or of the Administrator, for the purposes of the Help to Buy: ISA Scheme.

The information will be disclosed to HM Treasury and the Administrator for the purposes of verifying the eligibility of a Help to Buy: ISA Bonus payment and payment of Bonus funds, carrying out audits of Eligible Conveyancers and any investigations or compliance work in accordance with the Scheme Rules.

By signing and dating a copy of these Terms of Business (or) the accompanying client care letter (or) the buyer questionnaire, you agree to us providing all necessary Relevant Personal Data to HM Treasury and to the Administrator and / or to any sub-contractor of HM Treasury or of the Administrator and to the processing of your

Relevant Personal Data by any or all of the aforementioned parties.

28. **CRIMINAL FINANCES ACT 2017**

The firm is committed to promoting compliance with the requirements of the Criminal Finances Act 2017 within its practices as well as in those areas in which it has influence.

The firm does not tolerate tax evasion, or the facilitation thereof in any circumstances, whether committed by or facilitated by a client, personnel or associated persons/companies.

29. **GREEN DEAL SCHEME**

The Seller(s) of the property are required, by law, to disclose the existence of any Green Deal loan on the property they are selling, or they may become liable for repaying the outstanding debt, even after they have sold the property.

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