

# bplsolicitorslimited

## Terms and Conditions



It is very important that you should read and understand what is set out below. If in doubt, do ask for an explanation.

### **bplsolicitorslimited**

bpl solicitors limited is a corporate body with limited liability registered in England and Wales, authorised and regulated by the Solicitors Regulation Authority. Members of staff (being all employees, directors and consultants) shall not be personally liable for work conducted on behalf of clients of bpl solicitors limited under these Terms and Conditions. All correspondence sent in the course of business (which shall include letters, faxes and emails) shall be regarded as being sent on behalf of bpl solicitors limited irrespective of whether such correspondence is personally signed by a member of staff.

#### **2. Our aims**

We aim to offer our clients quality legal advice with a personal service at a fair cost. As a start, we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services.

#### **3. Our commitment**

We will:

- Represent your interests and keep your business confidential
- Make sure that you understand the likely degree of financial risk which you will be taking on
- Keep you regularly informed of progress or, if there is none, when you are next likely to hear from us
- Try to avoid using technical legal language when writing to you. Please tell us if we fail in this aim!
- Deal with your queries promptly. For example, we will always try to return your telephone calls on the same day

#### **4. Our hours of business**

The normal hours of opening at our offices are between 8.45 am and 5.00 pm on weekdays. Certain parts of the business are manned outside the above hours and you will be notified if that is relevant to the work we are doing for you. Otherwise messages can be left either on the answerphone for our office or on the individual voicemail of the person dealing with your matter.

#### **5. Responsibility for your work**

The covering letter enclosing this document will inform you of the identity of the person or persons having responsibility for dealing with your work, of his or her status and of any supervisory arrangements. It will also provide contact details. We will try to avoid changing those who handle your work but, if we are unable to do so, we will tell you promptly of any change and why it is necessary.

#### **6. Charges and expenses**

In certain cases we will estimate the likely fees that you are to be charged for our work. These estimates are provided on the basis of the information which we have to hand at the outset of your transaction and may change. The estimated charges will be outlined in our initial letter of engagement. We will endeavour to inform you if any unforeseen additional work becomes necessary—for example due to unexpected difficulties or if your requirements or the circumstances change significantly during the matter. As the timescales in work can be very short, we may have to notify you of any extra charges by telephone in the first instance. If timescales allow, we will inform you in writing of the estimated costs of the extra work before incurring them. We will endeavour to agree any amended charge with you.

In other cases it is not possible for us to provide an estimate of costs at the outset. This would apply in cases where the nature or extent of the work is uncertain. In these cases, our charges will be calculated mainly by reference to the time actually spent by our staff in respect of any work which they do on your behalf. This will include attendances, both personal and by telephone, with you and others, reading and working on papers, correspondence, preparation of any detailed costs calculations, and time spent travelling away from the office when this is necessary.

Time is charged in units of 6 minutes which will encompass, for instance, a short routine letter or brief untimed telephone conversation. The current hourly rates are set out below.

Status	Normal Rates
Senior Solicitors/Legal Executives	£165 - £195
Medium Seniority Solicitors/Legal Executives	£150
Newly qualified Solicitors/Legal Executives	£140
Paralegals and Trainees	£90

These hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed annually. If a review is carried out before this matter has been concluded, we will inform you of any variation in the rate before it takes effect.

In addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken, and any particularly specialist expertise which the case may demand. In particular, in property transactions, and in matters involving a substantial financial value or benefit to a client, a charge reflecting the price of the property or the value of the financial benefit may be considered. It is not always possible to indicate how these aspects may arise but on present information we would expect them to be sufficiently taken into account in the rates which we have quoted. Where a charge reflecting any value element is to be added we will explain this to you.

Solicitors have to meet various expenses on behalf of clients such as Land Registry fees and search fees. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT is payable on certain expenses. We refer to such payments generally as "disbursements".

If, for any reason, your matter does not proceed to completion, we will be entitled to charge you for work done and expenses incurred. Alternatively, we may have agreed to act on a "no sale-no fee" basis and if this applies it will be confirmed in our initial letter and/or estimate of costs.

We will add VAT to our charges at the rate that applies when the bill is rendered.

We reserve the right to make a charge for cheques which are returned unpaid or stopped at the drawer's request of £15 plus VAT. In addition, we will also add to any invoice the costs incurred by us in respect of any items of mail which are underpaid as well as charging for other exceptional items such as large parcels, couriers or post that requires guaranteed delivery times. Any such charges will be discussed with you in advance.

#### **Bank Transfer Fee (Telegraphic Transfer)**

There is usually an additional solicitor's fee plus VAT for each telegraphic transfer used in connection with the payment of the purchase monies, in the redemption of any mortgages, or if you request any balance of funds to be sent to you by this method. This sum includes an amount paid to the bank for this service.

#### **Translation of letters and documents into languages other than English**

In cases where, in order to comply with our professional duties, it is necessary in our opinion to arrange for translations of letters and documents into languages other than English we will make a charge for the cost of services provided by a translation service. We will obtain your approval before incurring such charges but where approval is declined we may need to cease acting and determine our retainer.

#### **7. Payment arrangements**

For Purchases and Sales we will normally send you our bill following the exchange of contracts and payment is required on a purchase prior to completion; and at completion on a sale. If sufficient funds are available on completion and we have sent you a bill, we will deduct our charges and expenses from the funds.

For Remortgages if sufficient funds are available on completion and we have sent you a bill, we will deduct our charges and expenses from the funds.

For other cases or transactions it is normal practice to ask clients to pay sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. We may invite you to set up a banker's standing order at a level which will ensure that costs are fully paid by the conclusion of your matter. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the progress of a matter may result. In the unlikely event of any bill or request for payment not being met, this firm must reserve the right to stop advising you further.

Invoices are payable on receipt by cash (subject to the maximum £500 limit explained below), cheque, debit or credit card. Interest may be charged at 8% per annum (compounded monthly) if any invoice remains unpaid for more than 28 days from its date and we also reserve the right to charge a credit handling fee of £25 plus VAT

If you have any difficulty in paying an invoice, please discuss this with us as soon as that becomes apparent so that we may try to work out a mutually satisfactory arrangement but please bear in mind that any deferral of payment will result in the addition of interest payments as specified above.

#### **8. Interest payment**

Any money received on your behalf will be held in our general Client Account. Under the Solicitors' Accounts Rules, interest may be calculated and paid to you at such reasonable rate and in such circumstances as may be recommended by the above rules. We are able to keep our costs to you competitive as we may earn interest on any funds held and for which we do not have to account to you. We believe that this is fair and reasonable and that you benefit from this policy by paying lower fees. Interest is not payable for sums held for less than the periods set out in the Solicitors' Accounts Rules. No interest is payable where the matter has become abortive and no invoice has been rendered. We reserve the right to apply any interest that may be due under these rules to any outstanding accounts and disbursements that remain unpaid. The basis on which we will calculate any interest that may be due to you will normally run from the date(s) on which cleared funds are received by us until the date of payment. If the interest so calculated is £20 or less, then this will not be paid due to the disproportionate administrative costs. Where we expect to hold specific sums for a long period of

time, we will discuss with you how we will account for interest and whether the funds need to be placed in a specific dedicated deposit account. Interest that falls due will, where possible, be included in your final completion statement or it will be sent electronically to the bank account you have supplied details of, as soon as we have calculated this following completion of your transaction. Please contact our Finance Section for a full statement of our Interest Policy or to discuss any specific requirements that you may have.

Where you obtain borrowing from a lender in a property transaction where possible we will request that we receive the advance the working day before completion. This will enable us to ensure that the necessary funds are available in time for completion. You need to be aware that the lender may charge interest from the date of issue of their loan but that we will not account to you for any interest on this amount. If completion is delayed then the lender may charge further interest which you will have to pay.

#### **9. Holding Funds on your behalf**

Whilst we confirm that any money that we receive or hold on your behalf during any transaction is placed in a general client account in accordance with the Solicitors' Account Rules and the circumstances surrounding those accounts are continually assessed in the light of stated bank and government practices, we regret that we cannot accept any liability for the loss of any funds that results from a banking failure of any kind. Any liability to account for monies held in any general client account with any financial institution that is unable to accede to a request for the release of any funds held is therefore excluded. We currently hold funds with HSBC Bank Plc and Bank of Ireland. You should be aware that if you personally hold funds with either of these banks or their subsidiaries any claim made on your behalf under the Financial Services Compensation Scheme will include any funds that we hold and the scheme is currently limited to £50,000 in total per person per institution.

#### **10. Insurance cover and limitation on liability**

The firm maintains Professional Indemnity insurance and, unless otherwise agreed in writing, limits its liability for claims against the firm to a figure of £3 million. The Insurance is held with the European Risk Insurance Company, C/o Brunel Professional Risks Ltd, Westpoint, 78 Queen's Road, Clifton, Bristol, BS8 1QU.

#### **11. Proceeds of crime/money laundering**

Like all firms of solicitors, we are now required by law to apply procedures to guard against the risk of being involved in any way with the proceeds of crime, however trivial. Identification checks: We need to obtain formal evidence of your identity. This may be necessary even though we have acted for you before, or even if you are known personally to a member of staff. We will tell you if such evidence is necessary. We will advise you more specifically but typically the evidence we shall ask for will comprise one document with your photograph, such as a passport or photographic driving licence, and one other document, such as a utility bill, which confirms your address.

Cash: We are normally able to accept cash only up to a limit of £500 in any 28 day period.

Source of funds: At the start of any matter we will normally ask you to tell us the source of any funds you will be using. It is simplest for us if the source is an account in your name in a UK bank or building society. If the source is an unusual one, such as an account in another country or in the name of someone other than you, please tell us as early as possible, including the reason.

Destination of funds: Where we are to pay money out to you, we will normally do so by cheque in your favour, or into an account in your name. If instead you want us to pay surplus money out into the name of someone other than yourself, please tell us as early as possible, including the reason.

Confidentiality: Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the Serious and Organised Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure. If this happens, we may not be able to inform you that a disclosure has been made or of the reasons for it.

#### **12. Financial services**

If during your transaction you need advice on investments, we may have to refer you to someone who is authorised by the Financial Services Authority, as we are not. However, as we are authorised and 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.

#### **13. Financial Services and Insurance Mediation**

We are included on the register maintained by the Financial Services Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is authorised and regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Services Authority website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register). Where a policy is required or recommended we will bring this to your attention as soon as possible. Depending on the circumstances this may be in writing if possible or orally if required with written confirmation to follow. We only select products from a limited number of insurers including CLS, Stewart Title UK, Titlesolv, Guaranteed Conveyancing Solutions Limited, First Title, Liberty Indemnities, Conveyure and Countrywide Legal, but we are not contractually obliged to conduct business in this way. We will provide details of any of these insurers upon request.

#### **14. Quality Control**

We are committed to a policy of continuous improvement in the quality and efficiency of the services we provide to clients. To assist us in achieving this we may, from time to time, be subject to inspection by independent assessors either in connection with recognised quality assurance schemes, such as Lexcel or as part of a panel, who may wish to inspect a sample number of files.

Unless you advise us in writing to the contrary, we will assume that you agree to our permitting such an inspection in relation to files we may open for you. Any such inspection will be on the understanding that the information and the file remain strictly confidential and will not be released by the assessor or auditor to any other person. For training purposes, we may record telephone conversations.

#### **15. Data Protection Act 1998**

We may obtain, use, process and disclose personal data about you in order that we may discharge service for you, and for any related purposes including updating client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance. You have a right of access, under data protection legislation, to the personal data that we hold about you. For the purposes of the Data Protection Act 1998, the Data Controller in relation to personal data supplied about you is David Bridge. You also authorise us to share information, electronically or otherwise, regarding your matter, including your personal details, with any estate agent, solicitor, mortgage adviser, accountant, mortgage lender or other party involved in the transaction and to discuss the matter generally with them as may be necessary to proceed with your instructions.

#### **16. Storage of papers and documents**

On completion of our work and payment of our fees, we will return to you any records or other documents you have provided to us for that work. We reserve the right to retain all papers until all our invoices have been paid in full. Unless you instruct us otherwise, we will retain files for a minimum period of six years (other than for abortive work) but after that may destroy them without any further reference to you. If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent for 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 your instructions.

#### **17. Termination**

You may terminate your instructions to us in writing at any time. For example you may decide you cannot give us clear or proper instructions on how to proceed, or you may lose confidence in our work. We are entitled to keep all your papers and documents while money is owing to us. If you are obtaining a mortgage, we expect to receive instructions from your lenders to act on their behalf. If so we will have to pass to them information that might be relevant to their decision whether to finance the purchase. If you tell us things you do not want the lenders to know and they are relevant to the lenders, we may have to stop acting for the lenders and possibly also for you.

We will decide to stop acting for you only with good reason and on giving you reasonable notice. If you or we decide that we will stop acting for you, you will pay our charges on an hourly basis and expenses as set out earlier.

#### **18. Contracts (Rights of Third Parties) Act 1999**

Persons who are not party to these terms and conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Act.

#### **19. Liability**

Unless there is an explicit understanding to the contrary, the advice that we give you is for your sole use and does not constitute advice to any third party to whom you communicate it.

#### **20. Electronic instructions**

Internet communications are capable of data corruption and therefore we do not accept any responsibility for changes made to such communications after their despatch. It may therefore be inappropriate to rely on advice contained in an email without obtaining written confirmation of it. We do not accept responsibility for any errors or problems that may arise through the use of internet communications and all risks connected with sending commercially sensitive information relating to your business or personal data are borne by you. If you do not agree to accept this risk you should notify us in writing that email is not an acceptable means of communication. It is your responsibility to carry out a virus check of any attachments received by you.

#### **21. 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 the charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out earlier.

#### **22. Client care**

Our aim is to offer all our clients an efficient and effective service at all times. We hope that you will be pleased with the work we do for you. However, should there be any aspect of our service with which you feel unable to resolve with the person or persons dealing with your matter, please contact David Bridge at Mey House, Bridport Road, Poundbury, Dorset, DT1 3QY. You should also be aware that should you object to our bill you may apply for an assessment of the bill under Part III of the Solicitors Act 1974. Please note that if all or part of a bill remains unpaid the firm may be entitled to charge interest. We will provide more details on request.

#### **23. Terms and conditions of business**

Your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of Business. Unless otherwise agreed, and subject to the application of then current hourly rates (if applicable), these Terms and Conditions of Business shall apply to any future instructions given by you to this firm.

We hope that we have addressed your immediate queries about the day-to-day handling of your work and our Terms and Conditions of business. However, if you have any queries, please do not hesitate to contact us. This is an important document which we would urge you to keep in a safe place for future reference.