

# Terms and Conditions

bpl solicitors limited



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

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## bpl solicitors limited

bpl solicitors limited is a corporate body with limited liability registered in England and Wales, authorised and regulated by the Solicitors Regulation Authority.

### 1. 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.

### 2. 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

### 3. Our hours of business

The normal hours of opening at our offices are between 9.00 am and 5.15 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.

### 4. 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.

### 5. Conflict of interest

#### 5.1 Definition

"Conflict of Interest" means any situation where:-

- 5.1.1 we owe (or, if we accepted your instructions, would owe) separate duties to act in the best interests of two or more clients in relation to the same or a related matter and those duties conflict, or there is a significant risk that those duties may conflict; or
- 5.1.2 our duty to act in your best interests in relation to a matter conflicts, or there is a significant risk that it may conflict, with our own interests in relation to that or a related matter; or
- 5.1.3 we have confidential information in relation to a client or former client, and you wish to instruct us on a matter where:-
  - 5.1.3.1 that information might reasonably be expected to be material; and
  - 5.1.3.2 you have an interest adverse to our other client or former client, and for the purposes of this paragraph "you" does not include Associated Entities.

#### 5.2 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.

#### 5.3 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.

#### 5.4 Consent

Where our professional rules allow, and subject to satisfying the requirements of those rules (for example by implementing an information barrier), we may act for you and another client where a Conflict of Interest would otherwise exist, provided that we have the consent of both parties. We do not require your consent to act against an Associated Entity.

#### 5.5 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

## 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. A list of fees for our Standard Additional Services is enclosed with our initial letter.

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. Whilst you are welcome to attend the office in order to drop off paperwork we do ask that should you wish to meet with your conveyancer you make a scheduled appointment. This is necessary in order to avoid disappointment should your conveyancer be unable to meet with you and if they are available to meet with you there will be an additional charge payable as set out in our Additional Services sheet.

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 - £250
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”.

We will 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.

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.

### Cheques

We will charge a cheque production fee for each cheque issued. We also reserve the right to make a charge for cheques which are returned unpaid or stopped at the drawer's request of £15 plus VAT.

Please note that no charge will be made to third party cheque payments made on behalf of the client.

### Same day bank transfer fee

There is usually an additional solicitor's fee plus VAT for each same day 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 or debit card. Please note we do not accept payment by 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 payments

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, Lloyds Bank plc and Metro Bank Plc. 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 £85,000 in total per person per institution.

#### **10. 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 National Crime Agency (NCA). 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, nor can we be held liable for any delay this may cause or costs this may incur as a result. 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 the NCA.

#### **11. 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 Conduct 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.

#### **12. Financial Services and Insurance Distribution**

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. The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body of the Law Society.

The register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/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, Conveysure 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.

#### **13. 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 in connection with the Law Society's Conveyancing Quality Scheme (CQS) to which we are currently accredited, and they may wish to inspect a sample number of files.

You have the option to opt out of any inspection of your files within this regard. However, 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.

#### **14. General Data Protection Regulations (GDPR)**

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 the GDPR legislation, to the personal data that we hold about you. Our appointed Data Protection Officer (DPO) is Christopher Cann and should you have any queries on how we process personal data or about your rights to access data we hold about you, he can be reached at [chris.cann@metamorphlaw.co.uk](mailto:chris.cann@metamorphlaw.co.uk). 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. Our privacy policy can be found at [https://www.bplaw.co.uk/PDFs/MLL\\_Group\\_Privacy\\_Policy.pdf](https://www.bplaw.co.uk/PDFs/MLL_Group_Privacy_Policy.pdf)

#### **15. Confidentiality**

Under the Solicitors Regulation Authority ("SRA") Code of conduct we are obliged to keep all data and information about you or your case, obtained during your retainer, confidential. We take that obligation very seriously.

We are part of a growing group of law firms and brands owned by Metamorph Law Limited. Some of those law firms and brands are separately regulated by the SRA and, according to the Code of Conduct, need to keep the data and information about their clients separately confidential from each of the law firms and brands within the group unless that client has given informed consent to depart from that regulation.

We may also use the services of a non-regulated company, Metamorph Group Services Limited, wholly owned by Metamorph Group Limited that supplies support in the areas of finance and bookkeeping, HR, administration and facilities, IT, risk and regulation, and marketing.

To take advantage of the group structure of our law firms and support company, it is sometimes necessary for the separate law firms and support company to share office space, furniture, IT systems, and employees. On occasion, we may want to take advantage of legal expertise in other parts of the business to benefit your case. As part of that process, it is possible that some of your data and information might be seen by employees of those other law firms or the support company.

We confirm that each of our employees, and the support company, have signed a confidentiality agreement binding them to treat your information and data as securely as they would for their own clients. All employees have received training on the importance of confidentiality, and so we are confident that our group structure will not compromise your confidential information and data.

By signing and returning the client information form you are consenting to this limited sharing of your data and information. If you have any problems or queries about this, please feel free to call your contact at the firm who will be able to assist.

#### **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 may charge for such retrieval. 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**

##### **19.1 Duty of Care**

19.1.1 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.

19.1.2 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.

19.1.3 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.

19.1.4 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 shown under section 20 below (unless otherwise agreed).

##### **19.2 Third Parties**

19.2.1 The Services are provided to and for the benefit of you as our client and you alone. No other person may use or rely upon the Services nor derive any rights or benefits from them. The provisions of the Contracts (Rights of Third Parties) Act 1999 are to that extent excluded.

19.2.2 The Firm alone will provide the Services and you 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.

##### **19.3 Drafts**

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

##### **19.4 Current Law**

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

##### **19.5 Communication**

19.5.1 We shall communicate with you at the postal and email addresses and the telephone and fax numbers which you publish unless you ask us to use other addresses and numbers. You will notify us if you regard any communications from us as particularly confidential and the means by which you require us to make such communications and we shall have no liability to you arising out of your failure so to notify us.

##### **19.5.2 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. 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 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. 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). 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.

##### **19.6 Deadlines**

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

#### **20. Exceptions**

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

#### **21. 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 AMTrust Europe Limited, No 2, Minster Court, Mincing Lane, London, EC3R 7BB. Should we have to make a notification under our professional indemnity policy that includes information about you as our client and/or your file, in the absence of your prior written disagreement, that information and/or your file may in those circumstances be seen by an assessor or another person unconnected with the firm.

## **22. Distance selling regulations**

If we have not met you in person (instructions and signing of the documentation is taking place by mail), under the terms of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel your instructions without any cost to you within 14 days of receipt of our initial letter. You can cancel your instructions by using the Cancellation form provided with your initial letter, by post, email or fax to this office. We are unable to start working for you until these 14 days have lapsed. However, by signing and returning the Client Information Form, we can take this as your express request to start work straight away before the end of the cancellation period and expend your funds on account for disbursements. The Regulations normally apply to the provisions of services within 30 days so we also need to draw your attention to the fact that it frequently takes longer to complete a conveyance, particularly where a chain is involved.

## **23. 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.

## **24. 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. If you have any complaint or observation (good or bad) about our service, please let us know. Please raise any complaint first with the Fee Earner assigned to your matter, including any complaint about your bill. If this does not resolve it satisfactorily, tell the Supervising Manager responsible for your case. 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, our client care Director, at Mey House, Bridport Road, Poundbury, Dorset, DT1 3QY. 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. The Ombudsman also has two additional relevant time limits; they will accept complaints up to six years from the date of act/omission, or three years from when the complainant should have known about the complaint. (However, this new limit will be introduced gradually so at the moment the problem must have happened on or after 6 October 2010. Or, if the problem happened earlier than that, you must not have been aware of it before 6 October 2010.) The address of the Legal Ombudsman is: PO Box 6806, Wolverhampton, WV1 9WJ; telephone, 0300 555 0333; or view their website at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk), email enquiries to: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) 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.

## **25. Disclaimers**

### **25.1 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.

### **25.2 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".

### **25.3 Other property disclaimers / Environmental**

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

We may, however, need to obtain on behalf of your lender, at your expense, an environmental search. However, we will not advise you about any issues relating to the possible contamination of any land which may be relevant to your purchase. We have to tell you that we are not qualified to advise on the results of any search made in that respect and would only be able to report to you the actual results of such a search.

If we are instructed on purchase and we are also acting for your proposed lender, we have a duty to fully reveal to your lender all relevant facts about the purchase and the mortgage. This includes any differences between your mortgage application and information we receive during the transaction, any cash back payments or discount schemes that a seller is giving to you

## **26. Equal Treatment / Equality and Diversity**

Consistent with our internal policies and procedures, we will not discriminate in the way we provide our Services on the grounds of race, colour, religion, nationality, ethnic origin, sexual orientation, gender, age, disability or marital status. Please contact us if you would like to be sent a copy of our equality and diversity policy.

## **27. 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.

## **28. Telephone Calls**

Please note calls received and made from our offices may be recorded for training and monitoring purposes.

**This is an important document which we would urge you to keep in a safe place for future reference.**