

### **3.4 Standard terms and conditions of business for conveyancing clients**

#### **PLEASE SIGN AND RETURN**

#### **Deibel & Allen**

#### **Terms and Conditions of business - property transactions**

We set out in this statement the basis on which we will provide our professional services.

We are Deibel & Allen. You are the client.

We are authorised, unless otherwise agreed, to take such action as we think necessary to obtain the required result. We shall not refer to the client for specific instructions every time we take a step. If, therefore, there is a limit to what we are required to do, or a limit to expenditure, we must be notified of this in advance.

#### **People responsible for your work**

The client's matter will be dealt with by a partner, assistant solicitor, legal executive or conveyancing executive. A letter at the outset will be sent to the client stating who is dealing with the matter and giving the name of the supervising partner.

Sometimes, however, work will be delegated to another member of staff where we deem it appropriate to expedite matters or to minimise expense. All support staff are closely supervised and the practice takes complete responsibility for their work.

#### **Charges and expenses**

Our fees are based mainly on the time spent by the partner and staff acting for our clients. This includes: time spent on interviews; drafting of documents; reading and research; preparing and working on papers and correspondence; telephone calls; and any time spent travelling or waiting while on clients' business.

In addition to measured periods of time for e.g. interviews, drafting, etc., we apply a minimum unit of six minutes to each letter and telephone call. Items of a 'routine'

nature, e.g. telephone calls solely to make appointments, letters of acknowledgement, etc., are not normally charged for.

The time so recorded is costed according to a formula, which gives a charging rate or cost per hour for undertaking work on clients' behalf, according to the level of fee-earner allocated to the client's matter (the 'charging rate').

We will give you a written estimate of the probable cost of the transaction and also of all disbursements which we can reasonably foresee at the start of the transaction. We will notify you in writing if for any reason we feel it necessary to vary that estimate and will explain to you why we need to do so. Any additional work will be charged at an hourly rate of £150.00. to £225.00. depending upon the person carrying out the work and its complexity.

We will add VAT to bills at the rate that applies when the work is done. At present, VAT is 20.00%.

VAT is payable on certain disbursements.

We have no obligation to pay disbursements unless the client has provided us with the funds for that purpose.

We shall require such a payment in advance of search fees and other costs.

Where, for any reason, a matter does not proceed to completion, we will be entitled to charge you for work done on a time spent basis and for expenses incurred. Property sales and purchases which fail to complete often involve as much work as those which reach completion. Any charge made will not exceed the amount of our estimate even if the time spent would justify a higher fee.

### **Payment arrangements**

We will deliver a bill following the exchange of contracts and payment is required:

- on a purchase: prior to completion;
- on a sale: at completion. If sufficient funds are available on completion, and we have sent you a bill, we will deduct our charges and expenses from the funds;
- otherwise when an account is prepared and a detailed costs analysis is undertaken.

If a bill is delivered in a concessionary figure ('but say') and remains unpaid after one month we reserve the right to credit the account with the amount of the 'but say' bill

and to render a full account for all work done on the basis of a detailed costs analysis.

We reserve the right at all times to suspend action on the client's matter if these arrangements have not been followed.

We may charge interest on unpaid bills from one month after delivery of the bill on a daily basis at the rate specified in the Late Payment of Commercial Debts (Rate of Interest) (No.3) Order 2002 currently 8% over Lloyds TSB Bank Plc's base rate.

Acts of Parliament and regulations give our clients procedures for challenging a solicitor's bill.

For non-contentious work (legal work which does not involve court proceedings, e.g. conveyancing and probate), sections 70, 71 and 72 of the Solicitors Act 1974 set out your rights in relation to having the bill assessed by the court.

If the whole of the bill has not been paid we are entitled to charge interest on the outstanding amount of the bill in accordance with article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009.

An application to the court must be made within one month of the delivery of the bill.

### **Interest payment**

Any money received on behalf of clients will be held in our client account. Subject to certain minimum amounts and periods of time set out in the Solicitors' Accounts Rules 1998, interest will be calculated and paid to the client at the rate from time to time payable on Lloyds TSB Bank Plc's designated client accounts. The period for which interest will be paid will normally run from the date(s) on which funds are received by us until the date(s) of issue of any cheque(s) from our client account. We may ask the client to sign a separate letter of authority agreeing that we may retain the first £20 of each amount of interest as and when calculated to help us cover the administrative expenses of arranging these calculations and payments.

Where the client obtains borrowing from a lender in a property transaction, we will ask the lender to arrange that the loan cheque is received by us a minimum of four working days prior to the completion date. If the money can be sent by CHAPS, we will request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. Such clients need to be aware that the lender may charge interest from the date of issue of their loan cheque or the transfer of the payment.

## **Communication between you and us**

We will aim to communicate with clients by such method as they may request.

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

We may need to virus check discs or e-mail.

Unless instructed otherwise, we will communicate with others when appropriate by e-mail or fax but we cannot be responsible for the security of correspondence and documents sent by such media.

The Data Protection Act 1998 requires us to advise clients that their particulars are held on our database. We may, from time to time, use these details to send information which we think might be of interest to our clients. We do not make such information available to any other provider of products or services.

## **Speaking to your lender**

We are also acting for your proposed lender in this transaction. This means we have a duty to make full disclosure to the mortgagee of all relevant facts relating to you, your purchase and mortgage. That will include disclosure of any discrepancies between the mortgage application and information provided to us during the transaction and any cashback payments or discount schemes which a seller is providing you. If a conflict of interest arises, we must cease to act for you in this matter.

## **Financial services and insurance contracts**

We are not authorised by the Financial Services Authority. We are, however, included on the register maintained by the Financial Services Authority so that we may carry on insurance mediation activity, which is broadly the advising on and 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 Services Authority website at **[www.fsa.gov.uk/register](http://www.fsa.gov.uk/register)**.

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.

The Legal Ombudsman is the independent complaints handling body who will investigate any complaints made against solicitors.

After completing any work, we are entitled to keep all papers and documents while there is money owing to us for our charges and expenses.

### **Storage of papers and documents**

Concluded files will in our discretion be stored.

Where stored a file of papers is kept in storage for not less than six years. After that, storage is on the clear understanding that we have the right to destroy papers after such period as we consider reasonable or to make a charge for storage if we ask the clients to collect the papers and they fail to do so.

We will not destroy any documents such as wills, deeds, and other securities, which we have been asked to hold in safe custody. No charge will be made for such storage unless prior notice in writing is given of a charge to be made from a future date which may be specified in that notice.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act, we will not normally charge for such retrieval. However, we will normally make a charge based on time spent for producing stored papers or documents to the client or to another party at the client's request.

### **Identity, disclosure and confidentiality of business**

All advice given to clients is entirely confidential, but:

- Money laundering regulations may require disclosure of confidential information by law. Please note: that we accept no responsibility for any loss arising from compliance with the Money Laundering Provisions of the Proceeds of Crime Act 2002 and any amending legislation howsoever caused.
- The Solicitors Regulation Authority and other supervisory bodies may call for a file which is the subject of a complaint.
- A court order can compel disclosure of confidential material in certain circumstances.

As part of our continuing commitment to providing a high quality of service to all our clients, Deibel & Allen maintains accreditation with the Law Society's Conveyancing Quality Scheme. The audit procedure laid down by this scheme may require examination of clients' confidential files from time to time under strictly controlled

circumstances and only to duly appointed and qualified individuals. Acceptance of these terms and conditions by any client is deemed to include consent to such disclosure, which may be withdrawn by you in writing at any time.

The law now requires solicitors as well as banks, building societies and others to obtain satisfactory evidence of the identity of their client. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wishing to launder money. In order to comply with the law on money laundering we will need to obtain evidence of your identity as soon as practicable.

Solicitors are under a professional and legal obligation to keep the affairs of the client 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 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, while we are acting for you, it becomes necessary to make a money laundering disclosure, we may not be able to inform you that a disclosure has been made or of the reasons for it.

Deibel & Allen's policy is only to accept cash up to £300.00. If clients circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

## **Termination**

Instructions may be terminated at any time. Termination of instructions must be in writing, to be effective.

We will be entitled to keep all papers and documents while there is money owing to us for our charges and expenses.

Under the Consumer Protection (Distance Selling) Regulations 2000, for some non-business instructions, the client may have the right to withdraw, without charge, within seven working days of the date on which we were asked to act. However, if we start work with consent of the client within that period, the client loses that right to withdraw. Acceptance of these terms and conditions of business will amount to such consent. If it is sought to withdraw instructions, notice should be given by telephone, e-mail or letter to the person named in these terms of business as being

responsible for your work. The regulations require us to inform clients if the work involved is likely to take more than 30 days.

### **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 practice. 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.

### **Tax and planning advice**

Any work that we do for clients may involve tax implications or necessitate the consideration of tax planning strategies. Any responsibility to advise on the tax implications of a transaction that we are instructed to carry out, or the likelihood of them arising, cannot be implied and must be the subject of specific and express agreement.

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

### **Complaints**

Complaints will be dealt with under the following protocol.

In the event of a complaint, the client will raise the concern in the first place with the person dealing with the particular matter.

The client should then contact the supervising partner, whose name will have been notified at the outset of the transaction.

The complaint should be put in writing explaining what action is requested.

If these steps do not resolve the problem our clients should contact one of the senior partners, by telephoning or writing. They are Peter Allen and John Deibel.

A full copy of the practice's complaints procedure is available on request.

If the complaint is still not resolved at the end of this complaints process you have the right to refer your complaint to the Legal Ombudsman at Legal Ombudsman, PO Box 6806 Wolverhampton WV1 9WJ; telephone: 0121 245 3071; website:

**[www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)**. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint.

### **Referral arrangements**

We may pay a referral fee for work to be referred to us. In such a situation we will inform you in writing and will tell you what fee we have paid. The advice which we give to you will be independent and we will treat you the same as any other client. You are free to raise questions on all aspects of the transaction and any information which you disclose to us will be treated as confidential and not disclosed to the referrer or to any other third party without your consent. We will not act for the referrer in connection with the same transaction in any way at all and you are under no obligation to instruct us in connection with the transaction.

### **Property disclaimers**

We will not carry out a physical inspection of the property.

We will not advise on the valuation of the property nor the suitability of your mortgage nor any other financial arrangements.

We will not advise on environmental liabilities where we shall assume, unless you tell us in writing 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.

### **Terms and conditions of business**

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

Unless otherwise agreed, and subject to the application of then current hourly rates, these terms and conditions of business shall apply to any future instructions given to this practice.

Although continuing instructions in this matter will amount to an acceptance of these terms and conditions of business, it may not be possible for us to start work on the client's behalf until one copy of them has been returned to us for us to keep on our file.



**Authorities**

Where we are acting for more than one person we have an obligation to obtain instructions from each of them. This may be inconvenient for you and so to enable us to accept instructions from either of you on behalf of both, you are asked to sign the authority at the end of the enclosed copy of this form. We will then accept instructions from either of you on behalf of you both.

**I/We confirm that I/We have read and understood, and I/We accept, these terms and conditions of business.**

**You may accept instructions from either one/any of us on behalf of us both/all of us in connection with all matters relating to our purchase/sale and to any related transaction.**

**I/We agree to our details being retained on a computer database.**

**I/We have read the above. I am/We are happy to give you the authorities requested and to instruct you to act for me/us on the terms set out.**

Signed .....

Date .....