

## **Terms & Conditions**

### **Contents**

1. Grindeys llp
2. Equality and Diversity
3. Consumer Protection
4. Professional Rules and Regulation
5. Conduct of Your Matter
6. Quality of Service
7. If you are Dissatisfied with our Service
8. Legal Ombudsman
9. Confidentiality and Disclosure
10. Outsourcing
11. Money Laundering and Making Disclosures
12. Mortgage Fraud
13. Data Protection
14. Cyber Crime
15. Conflicts of Interests, Duress and Undue Influence
16. Abortive Instructions, Transactions and Delays
17. Appointments, Correspondence, Telephone Calls and E-mails
18. Environmental Searches on Property Matters
19. Storage of Documents
20. Copyright & Other Intellectual Property Rights
21. Financial Services
22. Insurance Mediation
23. Court Proceedings
24. Quotations
25. Estimates

26. Fees
27. Interim Invoices
28. Invoicing and Payment on Account
29. Payment of Invoices and Disbursements
30. Disbursements
31. Value Added Tax
32. Unpresented or Lost Cheques
33. Interest on Unpaid Invoices
34. Clearance of Funds
35. Interest on Client Account
36. Non-Payment of Bills
37. Legal Aid
38. Financial Benefit
39. Legal Liability Insurance
40. Authority to Give Instructions
41. Limitations to Scope of Work
42. Work That Is Not Included
43. Critical Dates
44. Joint Instructions
45. Benefit of Our Services
46. Claims and Limitations on Claims
47. Deposit Protection
48. Waiver
49. Severability of Variation
50. Force Majeure
51. Jurisdiction
52. Notices

53. The Contracts (Rights of Third Parties) Act 1999
54. Novation
55. Termination
56. Bribery Act 2010
57. Professional Indemnity Insurance
58. Acceptance of Terms and Conditions

## Terms & Conditions

### 1. Grindeys llp

Grindeys llp is a limited liability partnership. For convenience the firm is referred to as 'Grindeys' in these Terms and Conditions. Grindeys is incorporated in England & Wales (registered number OC312191).

References to 'we' and 'our' refer to Grindeys; references to 'you' and 'your' refer to the client.

### 2. Equality and Diversity

We are committed to providing a good service to all clients that is free of discrimination. You should always be treated fairly and with respect and we need to hear from you if you feel that we have not treated you according to these principles. A summary of our complaints policy is set out in these Terms and Conditions, numbered 7 below.

If you would like a copy of our Equality and Diversity policy, please speak to the person that is handling your matter and they will provide you with a copy.

### 3. Consumer Protection

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 gives most clients a 14 day 'cooling off' period following the start of their contract with us. The rules do not apply to clients that we have met at our premises and during the meeting the client has asked us to carry out their legal work and we have agreed to do so. These are new rules and came into effect on 13<sup>th</sup> June 2014, replacing older rules on Distance Selling and the Cancellation of Contracts regulations.

During the first 14 days of your contract with us we are unable to carry out any work on your matter, unless we have received your consent to start work immediately. We strongly recommend that you contact us as soon as possible if you would like to waive your rights to the 14 day cooling off period. The preferred way to do this is by e-mail.

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. The cancellation period expires 14 calendar days from the day the contract started.

To exercise your right to cancel, you must inform us of your decision to cancel the contract by a clear statement (i.e. by letter, fax or e mail). You may use the Cancellation Form sent with your Client Care Letter for this purpose but it is not obligatory. We will acknowledge receipt of a cancellation. To meet the cancellation deadline, you must advise us that you wish to cancel before the 14 day cancellation period has expired.

If you cancel, any money paid to us by you will be refunded within a 14 day period. The refund will be by the same means of payment that you used to pay us initially, unless we have agreed otherwise. Because of the delays that can be caused by getting property searches done, we always ask you to pay for these at the start of any conveyancing matter we handle. These searches are exclusive to you and therefore if you cancel once the searches have been ordered we will not be able to refund your money. However, once the search results have been received, we will pass these onto you and they may be used by any other solicitor you instruct.

#### **4. Professional Rules and Regulation**

Whilst the Law Society is the representative body for solicitors in England & Wales, regulation of the legal profession is carried out by the Solicitors Regulation Authority ('SRA') and the complaints regulator is the Legal Ombudsman.

The SRA has a Code of Conduct which all solicitors are expected to follow. The code is available on-line or by applying to the SRA directly.

#### **5. Conduct of Your Matter**

We will tell you the name of the person (who may be a solicitor, legal executive, licensed conveyancer, legal assistant or trainee) with primary responsibility for the day to day conduct of your matter, but may delegate appropriate parts of the work to our junior fee earners acting under proper supervision. If this person changes we will let you know their name and legal status. The name of the person's supervisor will also be given.

Where appropriate we will arrange with you for other professionals to assist in your case, for example, barristers, planning consultants, surveyors, valuers, accountants, interpreters or enquiry agents. Whilst we will use all reasonable endeavours to select the most appropriate person, we cannot be held responsible for their advice, conduct or actions in connection with your matter.

#### **6. Quality of Service**

We are unequivocally committed to the quality of service we provide to our clients and to ensure that we are continually aware of any possible improvements, we regularly review our own performance. These reviews include feedback from clients from, for example, analysis of completed Quality Control Questionnaires.

Because of our internal quality standards, the Conveyancing Quality Scheme, ISO 9001, and our work towards Lexcel accreditation, we are subject to periodic checks by outside assessors. This could mean that your file may be selected for checking, in which case we would need your consent for inspection to occur. All inspections are, of course, conducted in confidence.

Since very few of our clients object to this, we propose to assume that we have your consent unless you notify us to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which we conduct on your behalf. Please contact us if you have any questions or to advise us if you do not want your file to be reviewed.

If you prefer to withhold consent, work on your file will not be affected in any way.

## **7. If You are Dissatisfied with Our Service**

The firm aims to offer all of its clients an efficient and effective service. However, even in the best-run organisations, from time to time, clients may be unhappy with the way the matter is being dealt with or the service they have received. If, at any time, you have any issues or concerns about the conduct of your case, or if you have a complaint about your bill, you should contact the person handling your case in the first instance. Their name is in the Confirmation of Instruction letter given to you at the start of your job, as is the name of their supervisor.

If you are still unhappy, you should then discuss the matter with their supervisor and failing that, with the firm's Client Care Partner.

We will endeavour to resolve any concerns you have, but if we are unable to do so to your satisfaction then you may ask the Legal Ombudsman to consider your complaint. Normally, you will have to bring your complaint to the Legal Ombudsman within 6 months of receiving a final response from us (this increases to 12 months with effect from 9<sup>th</sup> July 2015) 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 a complaint (if the act/omission took place before 6 October 2010 or was more than 6 years ago).

If the concern is in relation to your bill, you may also apply to the court for an assessment of the bill under Part III of the Solicitors' Act 1974. Please note that if all or part of the bill remains unpaid, the firm may be entitled to charge interest. Complaints about financial services under clause 20 (see below) are dealt with by the Legal Ombudsman.

A copy of our complaint procedure is available on request.

## **8. Legal Ombudsman**

The legal ombudsman is an independent and impartial scheme set up to help resolve legal service disputes. Their website can be viewed at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk).

The Legal Ombudsman can also be contacted at PO Box 6806, Wolverhampton, WV1 9WJ, by telephone on 0300 555 0333 and email at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk).

## **9. Confidentiality and Disclosure**

We have a duty to keep your legal affairs confidential.

If you have asked us to carry out a conveyancing transaction on your behalf, it may be necessary for us to disclose to others in your chain, including their advisors and agents, your state of readiness to exchange contracts and wishes as to dates of exchange and completion. You may ask us not to make these disclosures at anytime in which case we will inform the other party or parties and their agents that the authority has been withdrawn.

External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

We are required under the terms of our professional indemnity insurance policy to notify our insurers immediately of any instance which appears to be, or could potentially become, a claim against us. We will wherever possible attempt to maintain client confidentiality when notifying circumstances to our insurers by using your reference number and anonymised details. However, if you have intimated that you intend to bring a claim against us, then your rights to confidentiality are automatically waived and full details of the matter will be disclosed to our insurer.

We will not release information about you or your file to anyone outside Grindeys unless this is needed in order for us to perform our duties to you. However, in certain cases, the law places a statutory duty on us to disclose information, for example, under a court order or to comply with the Proceeds of Crime Act 2002 and the Terrorism Act 2000.

## **10. Outsourcing**

Sometimes we ask other companies or people to do typing or other work on our files, to ensure this work is done promptly. We will always have a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

## **11. Money Laundering & Making Disclosures**

The law requires us to obtain satisfactory evidence of your identity and sometimes other people associated with your job as well. This verification process must be completed at the start of the job. Sometimes we may do this using electronic verification procedures which will include an electoral roll search. Credit agencies and other users of credit reference agencies services will be able to see that an ID search has been performed. If we are assisting you with a transaction, we may also need to satisfy ourselves about the source and provenance of the funds too. It is a condition of us accepting your instructions that you promptly provide such evidence as is requested in order to verify your identity and, if requested, the source and provenance of funds. If funds are being provided by a third party then we will need similar evidence from them too.

Please note that we are unable to receive any money (other than for search fees) until all identification and source and provenance of funds matters have been dealt with. If you have sent us funds prematurely then they will be returned to the bank account from which they originated.

If you wish to pay by cash, we are unable to accept more than £500 in any one transaction, case or matter. If you try to avoid this policy by depositing cash directly with our bank, we may charge you for any additional checks we decide are necessary to prove the source of the funds.

During the course of your work we may ask you to provide evidence of your funding source. If the funds are received from sources that you did not previously disclose when asked, this may delay completion of the matter whilst we carry out additional checks on these funds. We will not be liable for delays or non-completion arising from the need to carry out these extra checks and any additional work involved will be charged to you at the rate of £150/hour.

We are professionally obliged to keep your affairs confidential. However, solicitors may be required by law to make a disclosure to the Serious Organised Crime Agency where they know or suspect that a transaction involves money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working

on your matter for a period of time and may not be able to tell you why. If any loss occurs as a result of our having made a report then the law precludes you making a claim against us.

Any documents that need to be returned to you will be sent by second class post. If you require anything different, please let us know. Any additional costs will be added to your bill.

## **12. Mortgage Fraud**

In most property transactions we will act for both you and the lender providing your mortgage finance. We have a duty to fully reveal to your lender all relevant facts about the purchase and 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 you; and
- the names of all the purchasers, legal and beneficial.

In particular, we are under an obligation to report to the lender the purchase price and you may be committing fraud if you seek to misinterpret the true price by omitting to mention any relevant facts to us.

It is a condition of business that you agree to waive your right to confidentiality in order for such a disclosure to be made.

## **13. Data Protection**

We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- updating and enhancing client records;
- analysis to help us manage our practice;
- file reviews for quality, training and regulatory purposes; and
- legal and regulatory compliance, including anti-money laundering and fraud detection
- dealing with any claim from you under our Professional Indemnity Insurance policy or complaint made to the Legal Ombudsman.

Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you.

Your data will be stored and processed in the European Economic Area ('EEA'). Very occasionally a client's matter will involve countries outside the EEA, in which case data may need to be transferred and by using our services you agree to the data being transferred.



We may from time to time send you information that we think might be of interest to you. If you do not wish to receive that information please notify our Marketing Department in writing.

To assist in the detection of fraud and to improve the service we offer, calls may be recorded or monitored.

#### **14. Cyber Crime**

We prefer to communicate using e-mail as this provides a better service to our clients. If you would like us not to use e-mail then please let the person handling your case know.

In order to protect the content of e-mails from disclosure, e-mails sent by us are encrypted. If your e-mail system is able to accept encrypted e-mails this is how they will be delivered otherwise you will need to collect the e-mail from our secure web portal.

It is a condition of doing business with us that you send information to us via an encrypted link or the web portal in order to protect the content of the e-mail whilst in transit. We are entitled to accept all messages as genuine, complete and accurate and we will not consider liability for any financial loss or breach of confidential information if encryption is not used.

In order to protect the integrity and security of our computer system, we may prohibit the receipt and opening of certain types of electronic files by our staff. Incoming e-mails are subject to automatic screening for viruses, malware and undesirable content. In certain cases your e-mail could be prevented from entering our system and consequently may go unread if potentially harmful content is detected.

E-mails sent over the internet do not always reach their intended recipient. We do not guarantee that every e-mail sent by you or us will reach the intended recipient. If you have sent us an urgent e-mail, one that varies a previous instruction or that contains banking or other highly confidential information, we strongly recommend that you telephone us to confirm receipt.

The firm will not change its bank account details, so you should regard any e-mail that purports to notify you of a change as potentially fraudulent. Do not act on the e-mail, but please inform us if you receive such an e-mail.

#### **15. Conflict of Interests, Duress and Undue Influence**

A conflict of interest arises when we are considering acting for you in a transaction or in litigation when we already represent the other side, for example if you have asked us to purchase a house when we already act for the seller.

To help us identify conflicts at an early stage you will be asked for your name and address and for details of the transaction or litigation proposed. Corporate clients will be asked for information about the company, its directors and shareholders as well as information about the proposed transaction or litigation.

The information provided allows us to search our client database for any conflicts. We cannot normally accept an instruction to act if there is a conflict situation or if we feel you may be acting under duress or the undue influence of another person.

Conflicts may also arise during a matter as further facts come to light or if we think you are being pressured to instruct us. In this situation we may have to stop working for you and ask you to instruct new solicitors. In this case we will charge you for our fees, expenses and disbursements incurred to the time we stop work, or a proportion of the agreed fee.

It is possible that we may now or in the future hold for another past, present or future client, confidential information which we cannot disclose to you in relation to your matter. You agree to that non-disclosure.

#### **16. Abortive Instructions, Transactions and Delays**

We will delay or refuse to carry out any instructions or transactions if we are not reasonably satisfied of the lawfulness of the instruction or transaction. We are also unable to carry out an instruction or transaction if we have been unable to verify, to our satisfaction, your identity or the principal whom you represent. We will not be liable if we refuse to carry out or allow any transaction for these reasons.

If a transaction or instruction does not proceed we will make a reasonable charge for the actual work carried out to date, based either on our hourly rates, or the percentage of time spent if it is a fixed price job. In addition to our fees and VAT, you will also have to pay any disbursements that we have paid or committed to pay on your behalf.

#### **17. Appointments, Correspondence, Telephone Calls and E-mails**

We will endeavour to arrange appointments with you at your convenience. Whilst the person responsible for your matter will always try to see you at short notice, no guarantee can be made of the availability of the person under such circumstances. Every effort is made to return phone calls on the same day and reply to correspondence and e-mails as quickly as possible.

#### **18. Environmental Searches on Property Matters**

We do not as standard practice carry out environmental land searches, which can highlight further matters on which to raise property enquiries, such as landfill, previous use of land, flooding from major rivers etc. If property has been polluted, then it is possible that someone who acquires property after the polluter may have to bear the costs of cleaning it up. While it cannot be guaranteed that an environmental search would reveal all such matters, it should reveal anything that is recorded on public registers.

If you would like us to obtain an environmental search, we will discuss this and the cost of the search with you. It may well be that the replies to the search will mean that we will need to raise further enquiries of the relevant authorities to whom further fees may also be payable. If investigation of the results of the environmental search involves us in additional work, we reserve the right to charge for such additional work at the relevant person's hourly rate (see Fees, clause 24).

#### **19. Storage of Documents**

We will store files, deeds, wills and other documents usually free of charge but no liability is accepted in relation to such storage and we have no duty of care to give advice in respect of those documents. If a storage charge is ever contemplated, prior notice will be given.

As most property is now registered with the Land Registry, there is no longer any legal requirement to retain the deeds. Deeds related to registered land will be destroyed by us following completion of the registration with the Land Registry unless you have previously asked to collect them or for them to be sent to you. However, if you would like us to retain your deeds, an annual fee will be payable.

Files are retained for a minimum of six years (re-mortgage files four years) from when we conclude work on the file and in most cases, longer than this. By agreeing to these Terms and Conditions, you agree to your file's automatic destruction on or after the sixth year. If you do not wish your file to be destroyed, please advise us in writing and the file will either be sent to you or made available for you to collect instead.

We make a charge of £50 (inclusive of VAT) to cover administration and recovery costs if you want to collect your archived file from our reception at Glebe Court. Files will not be released until you have paid us in full for the work done and disbursements incurred. If you instruct us to send the file to you or to someone else, then there will be additional postage costs to be added. All costs and charges must be paid in advance or on collection.

We make a charge of £15 (inclusive of VAT) to cover administration and recovery costs if you want to collect deeds or other documents stored in our strongroom. Documents and deeds will not be released until you have paid us in full for the work done and disbursements incurred. If you instruct us to send the deeds or documents to you or to someone else, then there will be additional postage costs to be added. All costs and charges must be paid in advance or on collection.

If you, or someone acting on your behalf, requests us to supply selected documents from a file or package stored in our storeroom, then we make a charge of £35 (inclusive of VAT) to cover recovery of the original paperwork and copying the first 10 pages of the document. If you need more than 10 pages copying there is a charge of 25p/page (inclusive of VAT) and all charges must be paid in advance or on collection.

If you ask us to look at a file and give you advice, we don't make a charge to recover the file but we will charge you for time incurred by our professional staff at the rate of £125 plus VAT per hour.

If you wish us to release your papers, deeds or other documents, then we need to be sure that we are releasing them to the right person. We will ask you to make an appointment to collect the items and satisfactory evidence of identity will be required. If someone else is collecting on your behalf, as well as your written instruction and identification, we will need to see their evidence of identity too.

## **20. Copyright & Other Intellectual Property Rights**

Unless otherwise specifically agreed in writing, we retain the copyright and other intellectual property rights in all written or other materials supplied to you in respect of matters in which we are instructed. In the event that materials prepared by us are passed on to or are disclosed by a client to a third party, then you accept liability for the payment of proper professional charges for the use of such documentation and all expenses, or losses incurred in enforcing our intellectual property rights.

## **21. Financial Services**

During the course of your matter you may need advice on investments in which case we will refer you to someone who is authorised by the Financial Conduct Authority as we are unable to provide this advice. 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 do for you.

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

If you have any problem with the services we have provided for you, then please let us know. We will try and resolve any problem between ourselves. If for any reason we are unable to resolve the issue, then complaints and redress mechanisms are provided through the Solicitors Regulation Authority and the Legal Ombudsman. Contact details for the Legal Ombudsman are shown in section 7 above.

## **22. Insurance Mediation**

We are not authorised by the Financial Conduct Authority. However, we are included in the Register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly 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 (see clause 7). The Register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk](http://www.fca.org.uk).

The Law Society is a designated professional body for the purpose of the Financial Services and Markets Act 2000, but responsibility for the regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is an independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body of the Law Society. Contact details for the Legal Ombudsman are shown in section 7 above.

## **23. Court Proceedings**

Even if you are successful in court proceedings the other party may not be ordered by the court to pay all your fees and expenses, or these may not be recoverable from the other party in full. If this happens you will have to pay part or all of our outstanding charges and expenses.

If the other party is legally aided, you may not recover any of your fees and expenses, even if you win the case.

If you are unsuccessful you may be ordered to pay some or all of the other party's expenses. This is in addition to our costs. We will discuss with you, when relevant, whether our fees and expenses and/or your liability for another party's fees and expenses may be covered by insurance.

Interest may be claimed from the other party from the date the court orders them to pay our fees. We will account to you for this interest to the extent that you have paid our fees and expenses on account,

but we are entitled to the rest of the interest. You are responsible for paying the fees and expenses of trying to recover fees and expenses from the other party.

## **24. Quotations**

Where a quotation (i.e. a fixed price or percentage of the value of an estate or property) has been given, you must take particular note of the extent of the work that we have agreed to do for you, as we have given you a quotation based on this. This is based on our understanding of your requirements.

Sometimes a matter will be more complicated than we could reasonably have expected:

- from your description
- from a preliminary view of the documentation
- because of unforeseen issues arising as the matter progresses

which have a bearing on the amount of time which we need to spend or on other costs or disbursements which need to be incurred. We will advise you of any such changes in circumstances as these matters will fall outside any quotation or estimate given. We will seek to agree with you an additional fee for such matters (clause 24), but if no agreement is made, we shall have the right to cancel this contract on giving immediate notice to you.

Quotations are valid for 30 days. Unless we advise you to the contrary, all quotations and estimates are exclusive of VAT, disbursements and other costs.

## **25. Estimates**

We will try to give a realistic estimate of the fees involved in any matter in which we are instructed. However, by the nature of the work, matters may be more or less complex than originally envisaged. We will keep you informed of any resulting revision in the original estimate of fees.

We will explain to you the issues raised on your matter and keep you informed of progress. Where possible, we will tell you how long we think the matter will take to complete, or get to the next stage. If the case is contentious, we will tell you whether the anticipated outcome of your case will justify the likely costs and risk involved.

Where we cannot give an estimate because of the degree of uncertainty, we will tell you the hourly rate (excluding VAT and expenses) of the person with conduct of your matter and, if appropriate, of others who may work on it. Alternatively, we may provide a range of fees representing the possible minimum and maximum estimated values, or a figure just for the first or subsequent stages of the job.

We will tell you throughout the matter and at least every six months how much has been incurred to date. You may set a limit on the fees and expenses to be incurred and we will let you know as soon as it appears that the limit may be exceeded. We will not exceed it without first obtaining your consent.

## **26. Fees**

The Solicitors' Code of Conduct requires that our fees be fair and reasonable to both us and to you, having regard to all the circumstances of the case. In all cases we will give you a fixed price for a

specific piece of work or an estimate of the cost were we are charging you on the basis of time spent. Our charges will reflect the following:

- The experience and seniority of those involved;
- the complexity of the matter;
- the specialised knowledge and responsibility involved;
- time spent on the case;
- the speed at which the job is to be concluded;
- the extent to which the law involved is routine or unusual;
- the number and importance of the documents prepared or perused;
- the place where and the circumstances in which the business or any part of it is transacted;
- the amount or value of any money or property involved;
- the importance of the matter to you; and
- whether or not your litigation case is subject to a success fee.

The time spent on a matter will include, but not exhaustively, meetings with you and third parties, telephone discussions and correspondence (letters sent and received are charged at six minutes each), reading, drafting and revising documents, research and thinking time, court appearances, travelling time, storage and retrieval of records and information, secretarial and other general supervision, administration and care and control of the matter.

We may make a reasonable charge for administrative expenses including photocopying, fax, telephone, travel and similar costs which are specifically recorded against your matter.

We reserve the right to charge a higher rate for work that has to be done outside the normal office hours, in which case we will notify you in writing beforehand.

The rates applicable to your job will be advised to you separately. Our hourly rates are normally reviewed annually on 1<sup>st</sup> January each year to reflect increases in overhead costs and inflation. If a review is carried out before your current work is concluded, we will inform you of the change before it takes effect.

We will also make a charge of £30 plus VAT for any bank CHAPS payment that we have to make on your behalf.

## **27. Interim Invoices**

Interim bills may be sent at regular or appropriate intervals throughout the conduct of the matter. An interim bill will not necessarily cover all aspects of the work done to its date but will be taken into consideration on preparation of the final account.

## **28. Invoicing and Payment on Account**

Property transactions – we will normally send you our bill following the exchange of contracts and payment is required on a purchase prior to completion. In the case of a sale, the payment is due on completion.

In other cases, it is normal practice to ask you to pay sums of money from time to time on account of the charges, expenses, disbursements or VAT which are expected in the following weeks or months. This should help you in budgeting for costs as well as keeping you informed of the legal expenses which are being incurred.

Money belonging to clients is kept separately from funds belonging to the practice in a Client Account. Any such money paid to us 'on account' will be held in Client Account until an appropriate invoice is delivered to you in the case of fees or until it is necessary to pay an expense or disbursement. We will be entitled to transfer monies held on your behalf from our Client Account in order to discharge outstanding fees arising as a result of invoices delivered to you or for expenses or disbursements incurred.

Because of the costs and inconvenience to you of dealing with low value cheques, any amount that is due to you of £4.00 or less will be paid through postage stamps.

## **29. Payment of Invoices and Disbursements**

You are personally responsible for payment of our fees and disbursements in full regardless of whether or not there is an agreement or order that a third party should pay them. We will use our reasonable endeavours to recover such fees and disbursements from a third party but if the amount recovered does not cover the outstanding amounts then you will be asked to pay the shortfall.

In certain cases, a third party may be responsible for paying some or all of your costs. In this situation you have to pay our charges first and any amounts recovered will then be refunded to you provided our charges have been paid in full. The other person is not liable to pay the VAT element of your costs if you are able to recover the VAT yourself. You should also be aware that if the third party fails to make some or all of their payment to you, then you are responsible for any charges and expenses incurred in seeking to recover the outstanding debt.

We accept payment by Switch, Delta, MasterCard and Visa and although we do not usually charge for this service, we reserve the right to do so when a high value transaction is involved. If we propose making a charge we will tell you before the transaction is processed. It takes three days for the money to reach our bank account and this should be borne in mind in time critical transactions.

If you intend to make any cash payments we have a £500 maximum which is subject to conditions set out in clause 10.

At the conclusion of the job any money owed to you will be paid either by cheque or CHAPS payment. We are unable to make payments to third parties.

### **30. Disbursements**

We may be required from time to time to pay disbursements on your behalf in connection with your matter. These may be, for example, court fees, stamp duty, search fees, barristers' fees, expert witnesses' fees, couriers' fees or other expenses.

We require all search fees to be paid up front, before we order the search for you. If we have asked you to provide funds for this or any other disbursement but the funds have not been received, we are under no obligation to make the payment on your behalf.

### **31. Valued Added Tax**

Value Added Tax will be charged on all fees and expenses as appropriate at the appropriate rate prevailing at the tax point on which an account is delivered.

If you are VAT registered we will supply to you, on request, copies of any disbursement invoices against which you may reclaim the input VAT.

We are registered in the UK for VAT and our registration number is 991 2756 85.

### **32. Unpresented or Lost Cheques**

In the event that we have sent you a cheque that has been lost and not notified to us, or which remains unpresented at our bank six months after issue, we will write to you to advise that we are about to re-issue the cheque and that there will be a charge for this. Our fee for writing to you and reissuing the cheque will be £25 (inclusive of VAT).

If the value of the lost or unpresented cheque is less than £25 we will write to your last known address to advise that, instead of charging the full amount, the re-issue fee will be an amount equal to the amount owed to you, which will result in your balance reducing to zero. If we do this we will make a donation to a registered charity of the fee that was charged.

### **33. Interest on Unpaid Invoices**

Fees, expenses, disbursements and VAT are all due on the delivery of our invoice. Interest will be payable on the outstanding balance of any invoice unpaid 30 days after the date of the invoice at the rate payable for judgement debts, calculated on a daily basis from the date of the invoice. If you have any queries about our invoice, contact us straight away.

### **34. Clearance of Funds**

We are bound by the Solicitors Regulation Authority rules that say we cannot use the funds of one client to pay the outgoings of another.

In some cases we may need to make substantial payments on your behalf, such as in property transactions. When money is being paid to us by you or a third party, seven working days must be allowed for clearance of any cheques deposited with us by you or on your behalf. Three days must be allowed for credit and debit card payments.



We recommend that you use your bank's direct bank transfer ('CHAPS') procedure to transfer money to us, which will often be cheaper, quicker and more convenient for you.

If cleared funds have not been received in time to carry out the transaction, we will do what we can to mitigate the situation, but will not be liable in the event that the transaction cannot proceed. Our fees and disbursements will be due as if the transaction did complete and we reserve the right to raise a supplementary charge for any additional work required as a result of the non-clearance of funds.

### **35. Interest on Client Account**

As part of carrying out your instructions we may need to hold your money in our client bank account. Under normal circumstances we will pay interest on these funds in accordance with the policy below. However, should banks introduce negative interest rates then we will pass on to you any charges, levies or negative interest that we incur.

When interest rates are positive, we have an obligation to pay interest on that money at a fair and reasonable rate. Because the holding of funds is incidental to the carrying out of your legal work, the rate of interest is unlikely to be as high as the rate you may be able to obtain when depositing the money with your bank or other financial institution in an instant access account.

Where amounts are held outside our client bank account or a separately designed client deposit account, the rate of interest and date that interest will be credited will depend on the relevant institution where the funds are held, and as such fall outside this policy. The relevant interest information can be obtained at your request.

Where your money is held on our client account or separate deposit account, any interest paid to you is paid without deduction for income tax unless you are resident overseas (see below). As such it is your responsibility to inform HMRC of interest amounts received from us and the implications of this will depend upon your own financial circumstances.

The same rate of interest will be paid on money held in client account as will be paid on money held in a separate designated deposit account, assuming that this will offer a fair and reasonable outcome for the client and the firm.

Under the European Savings Directive regulations 2003/48/EC, we are required to inform HM Revenue & Customs (HMRC) of payments of interest to relevant payees and residual entities in prescribed territories. Where you reside outside the UK and EC, we are required to deduct income tax at the current basic rate and account for this tax to HMRC directly and pay you the net amount.

Interest will be calculated from the time the funds become cleared for interest purposes. On cheques or banker's drafts this will be three days after the cheque or draft has been deposited with our bank. For amounts received by debit or credit card, interest will start to accrue from the date of the actual receipt, usually three days after the transaction has been authorised. For direct transfers or same day payments the funds become cleared on the day after receipt. Interest will be calculated on a daily basis and calculated on amounts held overnight from the day the funds become cleared for interest purposes.

Interest is added to each client account quarterly and/or at the end of each case if sooner. Interest will not be paid if the sum of money held is less than £1,000 or if the money has been held for a shorter period than the figure in the right column (below). Interest will only be paid if the amount is £20 or more.

Amount	Must be held for
£1,000 - £1,999	minimum of 8 weeks
£2,000 - £9,999	minimum of 4 weeks
£10,000 - £19,999	minimum of 2 weeks
£20,000 or more	minimum of 1 week

The rate of interest received from Barclays is 0.15% (as at 1.10.2016) which we monitor regularly.

When interest is due, we apply the interest rates shown above, which depends on the amount held in client account or designated client account.

### **36. Non-Payment of Bills**

For as long as a bill (interim or otherwise) remains unpaid, we reserve the right to suspend work on that and any other matter on which we are engaged on your behalf. Ultimately if bill(s) continues to remain unpaid, we will conclude that you have terminated the retainer and we will write to you informing you of this.

We also reserve the right to deduct any amounts owed to us from any money that we hold on your behalf, irrespective of the reason for it being held.

By law we have a lien (i.e. a right to retain but not to sell) any property that has come into our possession on this or other matters. The lien exists until payment of all outstanding costs, expenses and VAT due from you to us has been made. We are not entitled to sell your property although its value may well exceed the value of the unpaid debt.

The lien would incorporate such items as a policy of assurance, a share certificate, deeds, money or your file of papers. This is not an exhaustive list but it should be noted that the lien does not extend to your original will, original court records or documents which come into our hands in some capacity other than as your solicitor.

If we are conducting litigation for you we have additional rights in any property recovered or preserved for you, whether it is in our possession or not, and in respect of all costs incurred, whether billed or unbilled. We also have a right to ask the court to make a Charging Order in our favour for any assessed costs.

### **37. Legal Aid**

Legal aid may be available in a very limited number of cases. Information on eligibility for legal aid is available from our offices or from the person dealing with your matter. If you think that you may be

eligible for legal aid please ask or, alternatively, go to the LAA website [www.justice.gov.uk/legal-aid](http://www.justice.gov.uk/legal-aid) or telephone 0845 345 4345.

### **38. Financial Benefit**

In some cases we may earn commission or other income when we work on a client's file.

The commission or other income belongs to you and we will pay this to you on conclusion of the matter or offset it against your bill. However, we may ask for your permission to retain the commission or income, for example, because we have had to do additional work.

If this is the case we will discuss with you at the outset how this work will be paid for and the expected level of commission or other income.

### **39. Legal Liability Insurance**

If you instruct us to advise you in connection with any liability on your part, you should advise us if any legal liability insurance is in force. If you are uncertain you may need to ask your insurance company or broker, or bring your insurance documentation to us to look at.

If insurance is in place and subject to the policy terms, our fees may be paid for by the insurer and not by you.

### **40. Authority to Give Instructions**

When we are instructed by a business or organisation, we shall assume that all of your employees, directors and officers who give us instructions are authorised to do so and that we may act on oral instructions, unless you instruct us to the contrary. If you retain us as an agent for a third party, or purport to do so, you warrant that you have the authority of that third party to retain us.

### **41. Limitations to Scope of Work**

Unless we have agreed something with you to the contrary, we will only provide you with legal advice directly connected to the work you have asked us to do. The decision to enter into or not to enter into a transaction rests entirely with you and we will not comment on the wisdom or otherwise of a proposed transaction or provide you with commercial or other advice in connection with it.

In particular we are not responsible for giving you general advice about and make no assessment of the financial, business, commercial, accounting, taxation, environmental, insurance or other non-legal implications of a proposed transaction.

With work involving land or property, we will not to carry out physical property inspections, valuations or arrange or advise on the suitability of mortgage or other financial arrangements, unless specifically requested by you.

### **42. Work That Is Not Included**

Subject to our Confirmation of Instruction letter and unless agreed to the contrary in writing, our legal advice specifically excludes any matters relating to:

- The laws of any jurisdiction outside England and Wales;
- Taxes or duties (other than stamp duty);
- Financial planning; and
- Accounting.

We will not advise you on the planning implications of a proposed purchase unless specifically requested to do so by you. However, we will advise you on the relevant information contained in the Local Search done on your property.

#### **43. Critical Dates**

Once your matter is completed we cannot accept an on-going responsibility for reminding you of critical dates in respect of matters such as rent reviews, lease renewals, exercise of options, service of notices or counter notices within time limits or any other such matters, unless we have current or specific instructions from you to deal with such matters immediately prior to the critical date concerned.

#### **44. Joint Instructions**

Where we are instructed by more than one person, firm or company to represent their legal interests, the instructions will be considered to be joint and several unless the instructions are otherwise varied and agreed in writing between us.

#### **45. Benefit of Our Services**

Unless agreed expressly in writing, our services are provided solely for the benefit of you as our client. We accept no responsibility to anyone else.

#### **46. Claims and Limitations on Claims**

By accepting these Terms and Conditions you agree that any claim made by you shall only be brought against Grindeys and not against any member, director, officer or employee. You acknowledge that there is no assumption or responsibility or duty of care owed by any member, director, officer or employee. Any legal documents, notices or proceedings served on us must be transmitted by post, fax or hand delivered to a member or employee.

Delivery by e-mail does not constitute valid delivery.

If we have made a mistake you may ask us to put you back into the position you should have been in had we not made a mistake in the first place. This may be achieved by further legal work by us or others (for which you will not be charged) or by the award of compensation for your direct loss. We will not pay you for consequential losses, such as loss of profits, loss of goodwill or losses of opportunity.

Our liability for a breach of your instructions shall be limited to the aggregate amount of £3 million pounds, unless we expressly state a higher amount in the letter accompanying these terms of business. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profits or opportunities. 'Our' in this context includes

claims made against Grindeys llp, its members or employees. A claim against Grindeys llp and one or more members or employees shall be regarded as a single claim.

If you have a claim against us for any loss or damage for which someone else (including you) could also be liable, our liability to you in those circumstances shall be limited to a just and equitable proportion of the loss or damage in question after liability for it has been apportioned between everyone responsible and for the purpose of this clause;

- 'loss or damage' shall include all recoverable amounts, including legal costs;
- The ability or otherwise of any person or entity to satisfy any legal claim for any reason including (but not limited to) death, bankruptcy, or insolvency shall be disregarded; and
- It shall be assumed that there are no agreements in force that exclude, limit or cap the liability of anyone else who might be liable to you.

We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

Please ask if you would like us to explain any of the terms above.

For the benefit of all clients, we have in place a Professional Indemnity Insurance policy with a minimum level of cover of £3 million pounds. If we have been found to be negligent in the handling of your matter then compensation may be paid by us or by our insurers. Our regulator, the Solicitors Regulation Authority also has a Compensation Fund which is intended to provide cover to clients in situations when Professional Indemnity cover may not be available. Full details of this can be found on the Solicitors Regulation Authority website.

#### **47. Deposit Protection**

We hold our client account funds with a number of UK banks.

The Financial Services Compensation Scheme (FSCS) provides protection to each individual with money in our client account up to £85,000 in the event that a bank is declared to be in default.

This is the maximum value you will receive back. The actual amount you receive will be reduced by either any deposits you hold at the same bank or any deposits held by you at banks that may trade under other names but are covered under the same banking licence – the Bank of England website has a table showing who owns which banking brands. The firm's primary bank is Barclays but we may use other banks from time to time. Details of these can be obtained at any time by e-mailing [info@grindeys.com](mailto:info@grindeys.com).

In order that we can make a claim for you, we will need to disclose your details to the FSCS regulator. This will help them identify clients and amounts so that they can establish your entitlement. In the event of a bank failure you agree to us disclosing details to the FSCS.

Eligible claimants would include individuals, small and large companies and small public bodies – a full list of who is covered is available on the FSCS web site ([www.fscs.org.uk](http://www.fscs.org.uk)).

Special rules apply to give protection to high value temporary deposits of up to £1m, for example, in connection with a conveyancing transaction. Full details of what constitutes a temporary high balance can be found on the FSCS website.

In the very unlikely event of a banking failure we do not consider we have any liability to you for any losses you may sustain.

#### **48. Waiver**

Any failure by us to enforce any time period or other term of these conditions shall not be a waiver of any condition or a waiver of the right, now or any time subsequently, to enforce the remaining Terms and Conditions.

We reserve the right to amend these Terms and Conditions of Business at any time upon reasonable prior notification being given to you.

#### **49. Severability and Variation**

If any part of these Terms and Conditions are found by a court (or other competent authority) to be illegal, invalid or unenforceable in part or whole then they will be deemed not to form part of these Terms and Conditions. In these cases, the rest of the Terms and Conditions will not be affected or impaired by the decision of the court or other competent authority.

#### **50. Force Majeure**

We will not be liable in any way for failure to perform, or delay in performing our obligations to you, if failure is due to outside our reasonable control ('Force Majeure'). In the event of a Force Majeure event arising, we will notify you as soon as reasonably practicable.

#### **51. Jurisdiction**

Your agreement with Grindeys llp shall be governed by English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

#### **52. Notices**

Any change of your address must be notified to the person responsible for your matter as soon as possible but in any event within seven days.

Your address for all purposes including correspondence and service of notices shall be the initial address notified to us by you unless otherwise varied in accordance with this clause.

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

You should understand that this agreement between us does not create any right or duty enforceable by any person not a party to it.

#### **54. Novation**

We may transfer the benefit of your work to any other authorised legal practice which carries on the business of this firm in succession to it. In this case you accept that responsibility for the performance

of your work rests with the new firm and references to 'we', 'our' and Grindeys shall be taken as references to the successor practice.

Subject to the above, neither of us shall have the right to assign or transfer the benefit or burden of your work without the written consent of the other.

## **55. Termination**

You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owed to us for disbursements paid on your behalf, fees, VAT or expenses.

We may decide to stop acting for you only with good reason. We must give you reasonable notice that we will stop acting.

In contentious matters, if we are on record at court as acting for you in proceedings, the consent of the court may be required before we can be removed from the record and, to that extent, your right to terminate our retainer may be restricted.

If you or we decide that we should stop acting for you, you will pay our charges up until that point. These are calculated based on the fees method shown in your Confirmation of Instructions letter, as follows:-

- an hourly basis plus expenses; or
- by a proportion of the agreed fee; or
- some other method previously agreed.

## **56. Bribery Act 2010**

We are committed to the prevention of bribery and corruption and take our responsibilities very seriously. In accordance with legislation applicable to us, we have implemented appropriate policies, training and procedures across our offices to ensure compliance with the law.

## **57. Professional Indemnity Insurance**

In common with other law firms, we carry professional indemnity insurance which provides cover for work done by us, irrespective of where the client lives but excludes any awards or compensation or similar under the laws of the United States or Canada. The policy is number FINPL1600178 underwritten by QBE Insurance (Europe) Limited of Plantation Place, 30 Fenchurch Street, London, EC3M 3BD.

## **58. Acceptance of Terms and Conditions**

These Terms and Conditions of Business supersede any prior Terms and Conditions whether written or verbal. In the event that there is a conflict between our written Confirmation of Instructions and these Terms and Conditions, then the written Confirmation of Instructions will take precedence.

From time to time we may need to change our Terms and Conditions for legal, regulatory or other reasons. Your work will be subject to our latest Terms and Conditions and the footer of our e-mails gives the date of the most recent revision. Details of the changes in the latest version of our Terms and Conditions are provided in the Legal Notices section of our website along with a copy of the most recent version.

Client care is central to the operation of our firm as it is through feedback from you, our clients, that we are able to continually develop services that meet your expectations.

We always like to hear from you if you have any suggestions on how we can improve our service to you.

For more information or to contact our team of legal experts:

Telephone: 01782 846441

Email: [info@grindeys.com](mailto:info@grindeys.com)

Visit: [www.grindeys.com](http://www.grindeys.com)

20<sup>th</sup> February 2017