



TERMS AND CONDITIONS OF BUSINESS

THIS is a statement of our *Terms and Conditions of Business* and applies to all matters.

Please note that the firm is a Limited Company. References in these Terms and Conditions of Business (TCB) to a director are to a Director of Clarke Rowe Solicitors Limited.

Throughout these notes the phrases “this firm” “the firm” or “we” all refer to Clarke Rowe.

The phrase “disbursements” means payments we make on your behalf e.g. search fees, stamp duty and Land Registry fees.

1. COMMITMENT TO CLIENT CARE

We fully support the Law Society recommendations on client care. We set out our policy in the following notes, which apply to all clients of Clarke Rowe on all legal matters. Any specific items (e.g. costs) will be set out in a separate *client care letter* for the particular transaction. These Terms and Conditions of Business shall apply to any future instructions given by you to this firm. Your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of Business.

2. 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 (currently to £3 million). The Firm’s aggregate liability, if any, to you under this retainer or otherwise relating to it (including costs) whether for breach of contract, negligence, misrepresentation of any other civil liability is limited to the lower of (a) £3 million and (b) any loss caused directly by us. If you want further details, please contact Babs Rowe.

3. 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.

Confidentiality: We have always sought to keep our clients’ affairs confidential. However, the Proceeds of Crime Act 2002 can oblige us to report information (any suspicion) about financial offences to the National Criminal Intelligence Service. In particular, if it seems that any assets involved in your matter were derived from a crime, we may have to report this. This can include even small amounts of money, and covers all offences, including, for example, tax evasion and benefit fraud, whether involving you or someone else.

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If we have to make a report, we will not be able to tell you that we have done so. A report may result in an investigation by the Police, the Inland Revenue, or other Authorities. If you are concerned about how this may affect you, please ask us to clarify.

Our aim is to give a high quality and efficient service. We may need to demonstrate our maintenance of standards to professional bodies (such as the Law Society, Investors in People, or other professional organisations to which we belong). Unless you specifically notify us otherwise it is agreed between us that we have your authority to produce your file and other documents to the Law Society to the Solicitors Regulation Authority, our insurers and any other regulatory body. We will give information for that purpose only as an exception to our obligation to confidentiality.

Lenders – if your property transaction involves a mortgage, we are controlled by very strict instructions issued by Lenders to report to them on matters relating to identity, purchase price, legal matters relating to the title and any facts which could affect the security. Most Lenders require us to produce the papers relating to these matters at any time before or after completion on demand. By instructing us you give us authority to reveal all necessary information, papers and files to your Lender, if required.

4. GENERAL DATA PROTECTION REGULATIONS (GDPR) GDPR person responsible Babs Rowe

The GDPR requires us to advise you that your particulars are held on our database. We may, from time to time, use these details to send you information, which may be of interest to you. If you do not wish to receive these, please mark the correct box on the confirmation form.

Unless you tick the appropriate box on the confirmation form, we will assume that you agree to our permitting inspection in relation to files we open for. Any such inspection will be on the understanding that the information and the file remains strictly confidential and will not be released by the assessor or auditor to any other person. If you are not satisfied with the way in which we handle your personal data you have the right to complain to the Information Commissioner’s Office (ICO) <https://ico.org.uk/>

5. EMAIL

Email is a non-secure method of transferring information but clients use it increasingly as the first choice of

communication. The Firm takes care with anti-virus and anti-spam protections but cannot take responsibility for breaches in security nor for non-receipt of emails filtered by spam guards. **If your email requires immediate attention you must follow up with a telephone call to your lawyer.**

6. 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. 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. Documents may be stored in paper format or on computers as digital images or text files. If stored digitally, the paper file will be destroyed as confidential waste. Paper files will be archived off site at a secure storage facility. If we retrieve papers or documents from storage in relation to new instructions to act, we will not normally charge for such retrieval. However, if you request your file or copies of documents from those archived files for any other reason the following charges are applicable:

File retrieval for you to take away - £35 incl VAT.

File retrieval for you to review a document on our premises - £20 incl VAT. Copy of a document from storage - £20 incl VAT.

Any urgent requests, where you require your file within 48 hours, will incur an extra cost of £20 incl VAT in addition to the costs identified above. It is not possible to retrieve documents in a shorter timeframe.

7. TERMINATION

You may terminate your instructions to us, in writing, at any time, but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If, at any stage, you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us clearly, in writing.

8. CLIENT CARE

Our complaints policy We are committed to providing a high-quality legal service to all our clients. When something goes wrong, we need you to tell us about it. This will help us to improve our standards.

Whenever possible, please raise any initial client care problems with the person acting on your case to give them the opportunity of resolving matters with you. Often, matters can be quickly resolved in this way.

If you are unhappy about any aspect of the service you have received, or about the bill, please contact us by post at 28 Parkstone Road, Poole BH15 2PG, by telephone on 01202 307940. Making a complaint will not affect how we handle your case.

If you have a complaint, please contact us with the details. We have eight weeks to consider your complaint.

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If we have not resolved it within this time you may complain to the Legal Ombudsman.

What will happen next?

- A. We will send you a letter acknowledging receipt of your complaint within three days of receiving it, enclosing a copy of this procedure.
- B. We will then investigate your complaint. This will normally involve passing your complaint to our client care partner, Babs Rowe, who will review your matter file and speak to the member of staff who acted for you.
- C. Babs Rowe/Nikki Hague will then invite you to a meeting to discuss and hopefully resolve your complaint. S/he will do this within 14 days of sending you the acknowledgement letter.
- D. Within three days of the meeting, Babs Rowe/Nikki Hague will write to you to confirm what took place and any solutions s/he has agreed with you.
- E. If you do not want a meeting or it is not possible, Babs Rowe/Nikki Hague will send you a detailed written reply to your complaint, including his/her suggestions for resolving the matter, within 21 days of sending you the acknowledgement letter.
- F. At this stage, if you are still not satisfied, you should contact us again and we will arrange for some appropriate alternative such as review by another local solicitor or ADR to review the decision and we are obliged to submit to the ADR procedure operated by the Legal Ombudsman or independent ADR.
- G. We will write to you within 14 days of receiving your request for a review, confirming our final position on your complaint and explaining our reasons.
- H. If you are still not satisfied, you can then contact the
- I. Legal Ombudsman, PO Box 6806, Wolverhampton WV1 9WJ www.legalombudsman.org.uk about your complaint. 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 or within six years of the act or omission about which you are complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it). For further information, you should contact the Legal Ombudsman on 0300 555 0333 or at enquiries@legalombudsman.org.uk. The Legal Ombudsman defines a complaint as an expression of dissatisfaction with a service. To come within the jurisdiction of the Legal Ombudsman, the complaint must relate to an act or omission about a service which an authorised person (or their employee) provided to:
 - the complainant;
 - or another authorised person who procured the service on behalf of the complainant;
 - or a personal representative / trustee where the complainant is a beneficiary of the trust / estate;
 - or offered, or refused to provide, to the complainant.

Complaints about your bill

The above complaints procedure also applies to complaints arising concerning our bill. There may also be a right to object to the bill by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974; and that if all, or part, of a bill remains unpaid, the Practice may be entitled to charge interest.

Raising concerns with our regulator

The Solicitors Regulation Authority (SRA) can help you if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. You can find information about raising your concerns with the SRA at www.sra.org.uk in the 'For the public' section.

9. EQUALITY & DIVERSITY

This Firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

10. OUR AIMS

- To report to you as the matter proceeds
- To return telephone calls on the same day
- To deal with correspondence promptly
- To write letters to you in plain English
- To give appointments without any undue delay

11. QUALITY CHECK

Clarke Rowe operates a system of regular quality audit when files of every fee earner will be picked at random by a reviewer to ensure that the file has been properly managed. Files cannot be placed in archive until certain items have been satisfied according to our computerised accounts package e.g. satisfaction of undertakings or clearance of any balances

12. QUALITY CHECK AT END OF CASE

There is in place a procedure whereby files cannot be placed in archive until certain items have been satisfied according to our computerised accounts package e.g. satisfaction of undertakings or clearance of any balances.

13. CLIENT CARE LETTERS (CCL)

The firm supports the Law Society's directions on issuing *client care letters* setting out our terms of acting and indicating, where possible, the fees for a particular transaction. These may be at a fixed price within a range of costs or based on a time rate charge. In an emergency it may not be possible to send a *Client Care Letter* immediately, but one will be sent as soon as possible.

14. PAYMENT OF COSTS OR DISBURSEMENTS ON ACCOUNT (i.e. "Up-front")

- It is normal practice for solicitors to ask clients to make payments on account of anticipated costs and disbursements. Where appropriate, your fee earner will let you know any payments required on

account. It is helpful if you can meet requests promptly, but if there is any difficulty, please let us know as soon as possible.

- Unless otherwise agreed in writing, you will be personally responsible for payment of our fees, disbursements and VAT.
- Directors of a Company, which instructs us, may be asked to be personally responsible for the payment of our accounts.
- In the event of any fees, disbursements or VAT (whether already incurred or to be incurred) not being paid, we reserve the right to decline to act any further in relation to any matter we are dealing with and to prepare a detailed account for all work carried out.
- If we are asked to give a solicitor's undertaking on your behalf, we are entitled to require a deposit of funds or other security from you before proceeding further.

15. INTERIM ACCOUNTS

Interim accounts can be delivered for the work carried out every three months if it appears that the matter may not be concluded soon. This assists our cash flow and enables you to budget for costs. We are sure that you will understand that, in the event of a payment not being made, we reserve the right to decline to act any further and prepare a detailed account for all the work carried out to date.

16. PAYMENT OF BILLS

- **On a sale** – our costs VAT and disbursements will be deducted from the net proceeds of sale on completion (if sufficient). If not sufficient we will inform you before completion of the balance which you must pay before we complete the matter. We cannot pay any shortfall out of our own account.
- **On a purchase** – our costs VAT and disbursements are payable before completion. We will inform you of the balance due and if not paid reserve the right to refuse to complete the matter as we cannot pay moneys which we do not have out of our client account.
- **On a sale and purchase together** – we will inform you before completion if there is a balance due to us which will have to be paid, or a balance due to you which will be sent after completion.
- **On a re-mortgage** – our costs VAT and disbursements will be deducted from any balance due to you on completion, but if there is a shortfall then we will require this to be paid before we complete the matter.
- **Transfer of Equity** – we will inform you before completion if you are required to pay our costs, disbursements or any shortfall on moneys being paid to the other party, not covered by you already or by a re-mortgage.

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- On all **other** matters our invoice is to be paid within 30 days of being rendered to you.
 - If all or part of our bill remains unpaid within thirty days of the issue of the invoice you agree that we can charge interest on the outstanding sum at 4% above the base rate for the time being of our bankers, HSBC Bank plc, calculated from the date of issue of the invoice until the date of actual payment.
 - It is agreed and understood that, as your solicitors, we may receive monies delivered for you and credit these to you in our client account.
 - VAT is payable on some disbursements.
20. We currently bank with HSBC. Under the Financial Services Compensation Scheme you will be compensated a total of £85,000.00 if we are holding that amount or in excess of that amount, this will be the total compensation even if you hold funds with HSBC in your own personal account.
21. We do not offer Legal Aid.

17. INTEREST EARNED ON MONEYS HELD FOR YOU

If we hold money in our Client Account on your behalf, interest will be due to you in accordance with the Solicitors Accounts Rules from time to time which provide that, subject to certain minimum amounts and periods, interest is payable. You may obtain details of the current interest rates applicable from your fee earner.

We may apply interest towards settlement of any bill delivered to you or hold it on account of work in progress.

18. COMMISSION

It is possible that, on occasions, we may earn commission as a result of introducing you as a client to a third party. When such commission is earned, it is our policy always to disclose this fact to you, but on the understanding that we may (at our discretion) credit the commission against any fees, VAT or disbursements due from you to us.

19. CONFIDENTIALITY

- Our aim is to give a high quality and efficient service. We may need to demonstrate our maintenance of standards to professional bodies (such as the Law Society, Investors in People, Legal Aid Board or other professional organisations to which we belong). Unless you specifically notify us otherwise it is agreed between us that we have your authority to produce your file and other documents to the Law Society to the Solicitors Regulation Authority, our insurers and any other regulatory body. We will give information for that purpose only as an exception to our obligation to confidentiality.
- Lenders – if your property transaction involves a mortgage, we are controlled by very strict instructions issued by Lenders to report to them on matters relating to identity, purchase price, legal matters relating to the title and any facts which could affect the security. Most Lenders require us to produce the papers relating to these matters at any time before or after completion on demand. By instructing us you give us authority to reveal all

necessary information, papers and files to your Lender, if required. This is to comply with Mortgage Fraud guidelines.

22. MONEY LAUNDERING

- Under the rules in force since 01 March 2004 we are required to ask for your identity when we next meet. We are also required to keep evidence of your identity for five years even if you ask us to erasure it. Would you kindly bring with you your current Passports or new style Driving Licences and Counterpart Licence plus your most recent Council Tax bill to confirm your address.
- As part of our procedural checks we may use the services of an online ID checking service which checks the validity of ID as well as verifying current address and reporting evidence of any CCJ's etc. The report generated is for our internal use only and will not be divulged to a third party (excluding a Lender) without your consent. We reserve the right to pass on the cost of any such checks to you.
- We must ascertain the source of clients' funds and be provided with satisfactory evidence. Normally it will be sufficient if these funds come from a UK clearing bank.

23. Insurance

This paragraph applies if we arrange an insurance policy for you, either direct or through brokers e.g:

- Buildings insurance
- Defective Title Indemnity
- Mining beneficiary indemnity
- Conditional fee policy

We are obliged to set out the following notice:

This firm is not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. The Solicitors Regulation Authority regulates this part of our business, including arrangements for complaints or redress if something goes wrong. The register can be accessed via the Financial Services Authority website at: www.fsa.gov.uk/register