



## TERMS & CONDITIONS OF BUSINESS

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Arnison Heelis is the practising name of Arnison & Company Solicitors Limited

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## TERMS AND CONDITIONS OF BUSINESS

### OUR AIM

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

### OUR COMMITMENT TO YOU

We will:-

- ◆ REPRESENT your interests and keep your business confidential
- ◆ EXPLAIN to you the legal work required and, in contentious matters, explain the prospects of a successful outcome
- ◆ KEEP YOU regularly informed of progress or, if there is none, when you are next likely to hear from us
- ◆ TRY to avoid using technical legal language when writing to you – tell us when we fail in this aim!
- ◆ DEAL with your queries promptly, for example, we will always try to return your telephone calls on the same day
- ◆ ADVISE you of changes in the law or any other circumstances that could affect the outcome of your matter

### WHAT WE EXPECT FROM YOU

You must:-

- ◆ Give us instructions that allow us to do our work properly
- ◆ Provide all documentation required to complete the transaction in a timely manner
- ◆ Not ask us to work in an improper or unreasonable way
- ◆ Not deliberately mislead us
- ◆ Co-operate with us
- ◆ Attend appropriate appointments or Court hearings
- ◆ Tell us if you change your address or telephone number
- ◆ Tell us if you are going to be absent from home for more than a few days and give alternative contact details

### SERVICE STANDARDS

- ◆ Telephone calls – we would ordinarily expect to return your calls within 24 hours (excluding weekends). Sometimes this is not possible but we will always respond to calls within three working days.
- ◆ E-mails – we would ordinarily expect to return your e-mails within 24 hours. Sometimes this is not possible but we will always respond to e-mails within three working days.
- ◆ Letters – we would ordinarily expect to reply to letters within three working days. Sometimes this is not possible but we will always respond to letters within seven working days.
- ◆ Reporting to you – We will communicate with you whenever it is appropriate to do so and if you have any queries we will deal with them. It is open to you to request a different level of service whereby we provide weekly/fortnightly/monthly (please select) updates on the progress of your matter. If you select this option you will be charged one fifth of the hourly rate for each report. This would be in addition to each fixed fee quoted.

#### OUR HOURS OF BUSINESS

- ◆ The normal hours of opening at our offices are between 9.00am and 5.00pm weekdays. Appointments can be arranged at other times when this is essential.
- ◆ Our Penrith offices are situated in a Grade II listed building with a number of steps. If this is a problem to you could you please let us know beforehand so we can arrange to see you in a more convenient room. We can also arrange parking next to the office for clients with mobility problems or we can visit you at home or in hospital.

#### PEOPLE RESPONSIBLE FOR YOUR WORK

- ◆ If the Solicitor responsible for dealing with your work is unavailable please speak to their secretary who may be able to deal with your queries and who will be pleased to take any message for you. We will try to avoid changing the people who handle your work but if this cannot be avoided we will tell you promptly of any change and why it may be necessary.

#### CHARGES AND EXPENSES

- ◆ Our charges will be calculated mainly by reference to the time actually spent by the solicitors and other staff in respect of any work which they do on your behalf. This will include meetings with you and perhaps others, reading and working on papers, correspondence, preparation of any detailed costs calculations, and time spent travelling away from the office when this is necessary. This does not apply to routine Conveyancing work where we give you a fixed price quotation.
- ◆ Routine letters are charged as six minute units of time and we charge for the time spent on making and taking telephone calls in six minute units and considering incoming letters at units of three minutes per page.
- ◆ The current hourly rates are: Directors £250.00 per hour, Associate Solicitors £225.00 per hour, Senior Chartered Legal Executives and Residential Conveyancers £197.00 per hour, Legal Executives and Probate Executives £173.00 per hour, Associate Legal Executives and Probate Assistants £163.00 per hour, Trainee Solicitors £110.00 per hour, Probate Administrative assistants £77.00 per hour. VAT is chargeable at the current rate on all costs
- ◆ In cases relating to a claim requiring a qualified litigator, the rate charged shall be the rate determined by the court; currently this is £250.00 per hour.
- ◆ These hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed with effect from 1<sup>st</sup> October each year. If a review is carried out before this matter has been concluded, we will inform you of any variation in the rate before it takes effect.
- ◆ In addition to the time spent, we may also take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken, any particularly specialist expertise when the case may demand. In particular, in property transactions, in the administration of estates and in matters involving a substantial financial value or benefit to a client, an additional charge reflecting, for example, the price of the property, the size of the estate or the value of the financial benefit may be considered.
- ◆ Where possible, we will send you, with this statement, a written estimate of our charges in connection with each matter that you instruct us. It is important that you understand that estimates are estimates and are not intended to be fixed or binding. In appropriate cases you can ask us to set an upper limit on the costs we may incur on your behalf without obtaining further authority from you.
- ◆ Solicitors have to pay out various other expenses on behalf of clients ranging from Land or Probate Registry fees, Stamp Duty Land Tax, court fees, experts' fees and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT is payable on certain expenses. We refer to such payments generally as disbursements.

- ◆ Where we prepare on your behalf a deed or document which is intended to have effect after you have lost mental capacity or after your death (for example, a Lasting Power of Attorney or a Will) and that document is subsequently queried or challenged by a third party, we shall be entitled to charge you or your Estate (at our then-current hourly rates) for all work carried out by us in response to that query or challenge, including (where appropriate) preparation for and attendances at court hearings.
- ◆ If for any reason this matter does not proceed to completion we will be entitled to charge you for work done and expenses incurred.
- ◆ This company no longer undertakes legally aided work.

#### PAYMENT ARRANGEMENTS

- ◆ Property transactions. We will normally send you our bill following the exchange of contracts and payment is required on a purchase prior to completion and at completion on a sale. If sufficient funds are available on completion, and we have sent you a bill, we will deduct our charges and expenses from the funds.
- ◆ Administration of estates. We will normally submit an interim bill at regular stages during the administration, starting with the obtaining of a Grant. The final account will be prepared when the Estate Accounts are ready for approval.
- ◆ Other cases or transactions. It is normal practice to ask clients to pay sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the progress of a case may result. In the event of any bill or request for payment not being met, this company must reserve the right to stop acting for you further until payment is made in full.
- ◆ We take a lot of trouble to ensure that our systems are secure from cyber fraud but please be aware of the risk of your own systems being compromised. If a hacker can access your emails he can fraudulently create an email purporting to be from ourselves. **If you receive any communication purporting to come from us asking for funds to be transferred to a different account from that previously advised by us please contact us at once and do not under any circumstances transfer any funds.**
- ◆ Payment is due to us within 28 days of our sending you a bill. In cases where payment is not made within 28 days of delivery by us of the bill then interest will be charged on a daily basis at 8% per annum over Lloyds Bank plc's base rate.

#### OTHER PARTIES' CHARGES AND EXPENSES

- ◆ In some cases and transactions a client may be entitled to payment of costs by some other person. It is important that you understand that in such circumstances, the other person may not be required to pay all the charges and expenses which you incur with us. You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. If the other party is in receipt of legal aid no costs are likely to be recovered.
- ◆ If you are successful and a court orders another party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the court order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest.
- ◆ You will also be responsible for paying our charges and expenses of seeking to recover any costs that the court orders the other party to pay to you.
- ◆ A client who is unsuccessful in a court case may probably be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and

expenses. Arrangements can be made to take out insurance to cover liability for such legal expenses. Please discuss this with us if you are interested in this possibility.

#### INTEREST PAYMENT

- ◆ Any money received on your behalf will be held in our Client Account. Subject to certain minimum amounts and periods of time set out in the Solicitors' Accounts Rules 2019, interest will be calculated and paid to you at the rate from time to time payable on Lloyds Bank plc's Designated Client Accounts. The rate of interest payable may well be less than you are able to obtain yourself. 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.
- ◆ Where a 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 one working day prior to the completion date. 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 telegraphing of the payment. Where clients provide their own cheques we need a minimum of four working days before the money is needed to allow for clearance.
- ◆ If we use our own money to pay bills on your behalf we will charge you interest on this at 8% p.a. We will set off any interest due to us on Office Account against any interest due to you on Client Account.

#### STORAGE OF PAPERS AND DOCUMENTS

- ◆ After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. After that storage will be by scanning files onto a server and thereafter destroying the paper copies. If you wish to retain the paper copy you must tell us before you pay your invoice. We will keep the scanned copies for not less than six years but thereafter they may be deleted. We will not of course destroy any documents such as Wills, Deeds, and other securities, which you ask us to hold in safe custody. No charge will be made to you for such storage unless prior notice in writing is given to you 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 in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent for producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with your instructions.

#### TERMINATION

- ◆ We reserve the right to stop working for you if:-
  - you fail to give us instructions
  - you ask us to do anything improper on your behalf
  - we know or suspect you are involved in money laundering
  - you become bankrupt
  - you become mentally incapable
  - you fail to pay any costs or disbursements outstanding
  - there is any good reason why we would no longer wish to work for you. Examples of good reasons include a serious breakdown in confidence, being in breach of the rules or principles of conduct if we were to act and where we are unable to obtain proper instructions. If there is good reason to cease acting for you, we will give reasonable notice to you. What amounts to reasonable notice will depend on the circumstances. For example, it would normally be unreasonable to stop acting immediately before a court hearing where it would be

impossible for you to find alternative representation. In such a case, if there is no alternative but to cease acting immediately, we will attend and explain the circumstances in court – in accordance with litigation and advocacy rules. There may however be circumstances where it is reasonable to give no notice.

- ◆ 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 this clearly in writing.
- ◆ If we decide to stop acting for you, for example if you do not pay an interim bill or comply with the request for a payment on account, we will tell you the reason and give you notice in writing.
- ◆ If we are acting for you in connection with the purchase of a property and you are buying with the assistance of a mortgage, we expect to receive instructions from your lenders to also act on their behalf. If so, we will have to pass them information you give us that might be relevant to their decision whether to finance the purchase. If you tell us things or we become aware of things that you do not want the lenders to know and they are relevant to the lenders, we have to stop acting for the lenders and possibly also for you.
- ◆ If you or we decide to stop acting for you, you will pay our charges on an hourly basis and expenses as set out earlier.

#### 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 company. 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.

#### COMMUNICATION BETWEEN YOU AND US

- ◆ We aim to offer our clients a friendly and efficient service. During the course of the matter, if there is any aspect about which you are concerned or require clarification, then please raise it with the person who is handling the matter, with a view to the matter being resolved quickly. If you remain concerned or we could not agree an appropriate course of action, then your complaint would be referred to Michael Robson, the firm's client care partner, who would contact you, and attempt to resolve the matter to your satisfaction.
- ◆ The firm has a Complaints Procedure document, which is available on request from our offices, and which would be sent to you should you make a complaint. Your right to complain might relate to the way in which your matter is being handled, or about a bill that we issue. In the case of a complaint about a bill, there might 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. However, we would point out that if all or part of a bill remains unpaid, we may be entitled to charge interest, such entitlement being set out above [or on the bill].
- ◆ We have eight weeks to consider your complaint. If you remain dissatisfied at the end of our complaints process, you would then be at liberty to contact the Legal Ombudsman, an organisation which investigates complaints about poor service from lawyers. The Legal Ombudsman can investigate complaints up to six years from the date of the problem happening or within three years of when you found out about the problem. If you wish to refer your complaint to the Legal Ombudsman, this must be done within six months of our final response to your complaint.
- ◆ If you would like more information about the Legal Ombudsman, their contact details are as follows:-
  - Visit [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

- Call 0300 555 0333 between 8.30am to 5.30pm (calls to 03 numbers will cost no more than calls to national geographic numbers (starting 01 or 02) from both mobiles and landlines. Calls are recorded and may be used for training and monitoring purposes.)
- For minicom call 0300 555 1777
- e-mail [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)
- Postal address: Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ

#### EMAIL

- ◆ All our staff have access to e-mail and may, unless you instruct us to the contrary, send information by e-mail.
- ◆ Use of internet e-mail carries certain risks. Confidentiality may be breached, messages may be lost or delayed or may not be read, and viruses may be transferred through the use of e-mail. We cannot accept responsibility for loss which you suffer as a result of the use of internet e-mail for communication between us or between Arnison and Company Solicitors Limited and third parties. Inherent in the nature of e-mails is the possibility of impersonation. If in any doubt as to whether an e-mail purporting to come from us is genuine, please contact the person who is named as the sender to verify authenticity.
- ◆ We suggest that, when sending time-critical e-mail to us, you telephone to ensure the intended recipient is aware that a message has been sent.
- ◆ If you do not wish us to communicate information to you by e-mail, or if you wish to establish a more secure electronic communications link, please inform the partner with whom you usually deal.

#### MONEY LAUNDERING

- ◆ The Government has introduced regulations to make it more difficult for criminals to make and keep money from their crimes and, for this reason, has imposed compulsory checks that solicitors must make of their clients. You must provide, as quickly as possible, such evidence of identity as we may require. This will vary according to the type of entity you are but, if you are a company, will often include the identity of the ultimate beneficial owners and, in the case of trusts, evidence of identity of trustees, settle or, protector and beneficiaries. If you fail to provide such information promptly, we will not be in a position to act for you or, as the case may be, reserve the right to cease to act and can normally be expected to exercise that right.
- ◆ If you are acting on behalf of anyone else, we will similarly need to identify that person.
- ◆ Our practice is to obtain verification by way of passport or driving licence and utility bill or bank statement confirming your address. We may also use your personal information for identity verification purposes through electronic data sources.
- ◆ From time to time we will require up to date evidence of identity to be supplied to ensure our ongoing compliance with the money laundering regulations.
- ◆ The evidence of identity that we hold from, time to time will be made available to third parties whom we instruct on your behalf, if they require it to comply with money laundering legislation to which they are subject.
- ◆ We do not accept large payments in cash. We will not accept payment from any source unless the source has previously been identified to our satisfaction and we have agreed to accept payment from that source. If payment is made in breach of this provision, the funds will usually be frozen and not applied to the transaction, pending receipt of consent from the appropriate authorities.
- ◆ We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve 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.

#### DISCLOSURE

Pursuant to various statutes, regulations or court orders, we may, exceptionally, have obligations that lead to our disclosing details of your affairs to the relevant authorities. We will not always be permitted to inform you that this has occurred. In some cases, compliance with these obligations may cause delay in carrying out your instructions or proceeding with the matter and, provided we have acted in good faith, we are unable to accept any liability to you for the consequence of any such delay.

Please note that:

- ◆ Under Section 58A of the Value Added Tax Act 1994 and related regulations it is your responsibility to disclose to HM Revenue and Customs certain types of VAT avoidance/mitigation scheme to which you are party. Because the existence of such a scheme will not necessarily be apparent to us, even when we are acting on other aspects of a transaction, except where it has been agreed in writing in advance of the relevant date we can accept no responsibility to advise you to make such disclosure in any given case.
- ◆ Under the Finance Act 2004 and related regulations we may potentially be obliged to disclose to HM Revenue and Customs certain details of arrangements intended to mitigate or avoid corporation, income or capital gains or stamp duty land tax. However we may not be obliged to disclose such information where legal professional privilege applies in such circumstances, unless you formally notify us that you wish to waive privilege, any obligation to disclose information is your responsibility. Unless we have agreed in writing that we undertake this work, we cannot accept any responsibility to advise you on your disclosure obligations.
- ◆ Depending on the nature of the disclosure obligations, there are very short term periods in which to provide such information and there are financial penalties for failing to do so.
- ◆ 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.
- ◆ If we make a claim under the Financial Services Compensation Scheme (FSCS) in respect of client money on your behalf we will give certain client information to the FSCS to help them identify any clients accounts to which they are entitled.

#### OUR LIABILITY

- ◆ We will provide advice and legal services to you with reasonable skill and care. Our responsibility shall only extend to the advice and services we provide on matters upon which you have actually instructed us. In particular we do not give tax advice unless it is a specific term of our retainer. We strongly advise you to obtain taxation advice from your accountant if it is relevant to a particular matter.
- ◆ We will be reliant upon you for the accuracy of the information and/or documentation you provide. We will not be liable to you for any losses caused wholly or in part by the provision by you of false, misleading or incomplete information or documentation or due to the acts or omissions of any persons other than this firm arising from any cause beyond our reasonable control. Where you have concerns which are particular to you and not of general application it is your responsibility to advise us.
- ◆ In the event that you are being advised by one or several professionals and a limitation of liability has been agreed in relation to one or more of them, you agree that our liability to you will not be increased due to the limitation of liability agreed by you with other advisors. Our liability to you in connection with our engagement shall be limited to that proportion of the total losses (after taking into account your contributory negligence, if any) determined to be just and equitable having regard to the extent of our responsibility for the losses in question.

- ◆ We will perform the work which we do for you with reasonable skill and care and we acknowledge that we will be liable to you for losses, damages, costs or expenses (Losses) caused by our negligence or wilful default, subject to the following provisions:-
  - i. We will not be so liable if such losses are due to the provision of false, misleading or incomplete information or documentation or due to the acts or omissions of any person other than ourselves.
  - ii. The aggregate liability, whether to you or any third party, of whatever nature, whether in contract, tort or otherwise, for any losses whatsoever and howsoever caused arising from or in any way connected with each matter upon which we are instructed and/or advice on it, shall not exceed £1.5 million. Your rights in respect of any breach on our part of this engagement shall only be enforceable if notice in writing giving all material details of any claim shall have been given to us on or before the second anniversary of the date of this engagement.
  - iii. Your claim is against Arnison & Company Solicitors Ltd and not against any individual employee or member of that Company.
  - iv. 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.
- ◆ If we are holding money for you on client account this is held in a bank account. Under the current law it is unlikely that we would be liable for losses resulting from a banking failure. All client funds are held with Lloyds Bank plc. If there is a banking failure you may be helped by the Financial Service Compensation Scheme (FSCS). Please note however the following:
  - i. There is a £75,000 limit to individual claims.
  - ii. This limit applies to you as an individual so would include other monies you hold with the same deposit taking institution.
  - iii. Some deposit taking institutions have several brands, i.e. where the same institution is trading under different names. You should check with the deposit taking institution, the FCA or a financial advisor for more details.
  - iv. If a corporate body is not considered a small company by the FSCS they will not be liable for compensation.
- ◆ Our liability, whether to you or any third party, in contract or tort or under statute or otherwise shall exclude, any indirect or consequential economic loss or any special, indirect or exemplary damage, or costs (including loss of profits or opportunities) suffered by you or any third party arising from, or in connection with, the matter on which we are instructed and/or advice on it, however the indirect or consequential economic loss or damage is caused, including our negligence but not our wilful default.
- ◆ Nothing in this section of these terms shall impose on us any liability of any kind or for any amount which we would not have but for this section.
- ◆ Any claims made against us must be notified to us in writing within three months of you first becoming aware of them. Any proceedings in respect of such claims must be commenced within one year of you becoming aware of the circumstances leading to the claim unless we agree in writing to extend this period.
- ◆ Nothing in this section of these terms shall have the effect of restricting our liability in respect of any kind of loss, damage or liability which cannot or must not be excluded or limited under English law.
- ◆ The company has worldwide professional indemnity insurance provided by Accredited Insurance (Europe) Limited through Wesleyan Assurance Society, Colmore Circus, Birmingham B4 6AR

#### RESPONSIBILITY FOR ADVICE

We alone will be responsible for the performance of the contract between us. Where we are responsible for providing advice and/or services to you then, to the fullest extent permitted by law and regulation, no individual who is a member or employee of, or consultant to us accepts or assumes responsibility to you or to anyone for advice and services provided to you, whether or not the individual is described as a “partner” or as “a director”. You agree (to the extent such agreement is enforceable under applicable laws and regulations) that you will not bring any claim in connection with any advice and/or services provided to you, whether on the basis of contract tort (including without limitation, negligence) breach of statutory duty or otherwise, against any member or employee of, or consultant to us but this will not limit or exclude the liability Arnison and Company Solicitors Limited itself for the acts or omissions of its members, employees or consultants.

#### INSURANCE

- ◆ We are not in the business of selling insurance products. Occasionally it is convenient to the client for us to provide insurance ancillary to legal work for that client.
- ◆ We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Law Society. The register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk/register](http://www.fca.org.uk/register). The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of those bodies.
- ◆ We do not research the market before any recommendation is made to a particular client as this would not be cost effective. We do however review the market from time to time to ensure that we are proposing a reasonable product. On request we will supply a demands and needs statement based on the information provided by the client along with any reasons for recommending a policy if appropriate.
- ◆ We only supply products from a limited number of insurers for:-
  - i. title indemnity
  - ii. legal costsbut we are not contractually obliged to conduct business in this way. Ask us for a list of insurers.

#### INCIDENTAL INVESTMENT BUSINESS

- ◆ We are not authorised under the Financial Services and Markets Act 2000, but we are able, in certain circumstances, to offer a limited range of investment services to clients because we are members of the Law Society. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.
- ◆ If you have any problem with the service we have provided for you then please let us know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us, then we are regulated by the Law Society which also provides a complaints and redress scheme. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society and the Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any investment advice you receive from us then you should raise your concerns with either of those bodies.

#### 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
- ◆ statutory returns
- ◆ legal and regulatory compliance

Our use of that information is subject to your instructions, the Data Protection Act 2018 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 the right of access under data protection legislation to the personal data that we hold about you. We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

#### DISTANCE SELLING

In most circumstances we meet our clients personally at our offices. If we have not met you or meet you in your home the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 will apply. This means you have the right to cancel your instructions to us within 14 days of receiving these Terms & Conditions of Business. You can cancel your instructions by contacting us by post or fax to this office. For further information on distance selling requirements, see the Ombudsman Association website (<http://www.ombudsmanassociation.org>)

#### TERMS AND CONDITIONS OF BUSINESS

- ◆ 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 give by you to this company.
- ◆ Your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of Business.
- ◆ Any dispute or legal issue arising from our terms of business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh Courts.
- ◆ Please ask if you would like us to explain any of the terms above.

**A large print version of these terms & conditions is available on request**