

**SMITH RODDAM SOLICITORS**  
**TERMS AND CONDITIONS OF BUSINESS**

These terms and conditions, along with our client care letter, set out our standard terms of business with you. Where there is any conflict between the client care letter and these terms and conditions, the client care letter will prevail and hold precedence.

McGarry Law LLP t/a Smith Roddam Solicitors are authorised and regulated by the Solicitors Regulation Authority (SRA) number 8000441

**Index**

- Our Service Standards
- Your Responsibilities
- Limit of Liability
- Hours of Business
- Charges and Expenses
- Fees for Residential Conveyancing and Re-mortgage Work
- Fees for Commercial Conveyancing
- Payment of our Fees and Disbursements in all Residential and Commercial Conveyancing Transactions
- Fees for Personal Injury
- Fees for Preparation of Wills
- Fees for Probate Work and Administration of Estates
- Fees for Litigation (Civil and/or Matrimonial)
- Out of Pocket Expenses (also known as Disbursements)
- Payment of our Charges
- Payment of Costs and Expenses of Third Parties
- Equality and Diversity
- Data Protection
- Prevention of Money Laundering and Terrorist Financing
- Confidentiality
- Electronic Communications
- Cyber Risk and E-mail Fraud
- Funds Provided by you the Client
- Introductions and Referrals
- Financial Services
- Insurance Mediation
- Payment of Commissions
- Payment of Interest
- Client Care and Complaints
- Conflicts
- Undertakings
- Termination of Instructions
- Storage of Documents
- Vetting of Files and Confidentiality
- Applicable Law
- Future Instructions
- Acceptance of Terms and Authority to Proceed

## **Our Service Standards**

At Smith Roddam our aim is to provide you with a quality, professional, and friendly service to ensure that your particular legal problem is resolved, or solution achieved as efficiently and as cost effectively as possible. To do this we will:

- Review your matter regularly, advise you of any changes in the law that affect your matter and advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter.
- Treat you fairly and with respect and communicate with you in plain language.
- At the outset send you a client care letter which will explain to you the costs and or risks in pursuing your matter, contain details of the partner responsible for your work and the members of staff who may also be working with you.
- Try to deal with any enquiries or questions you may have as promptly and as clearly as possible.
- Represent your interests and keep your affairs confidential at all times.
- Manage your confidential information (including personal information) in line with our Privacy Policy and our Records Management Policy.

## **Your Responsibilities**

You will:

- Provide us with clear, timely and accurate instructions.
- Provide all documentation and information that we reasonably request in a timely manner.
- Comply with all applicable timescales and time limits which we notify to you with reasonable notice.
- Safeguard any documents that may be required for your matter including documents that you may have to disclose to another party.
- Let us know how to contact you and also inform us if you are going to be absent for any significant period, for example, you will be away on holiday or working overseas.
- Where possible, meet us in person at least once during the whole process, to confirm your identity and reduce the risk of fraud and other risks.

## **Limit of Liability**

Advice given by us is for your benefit only. It may not be used or relied upon for any other purpose or by any person other than you without our prior written agreement.

We try to maintain the highest levels of service. However, if we are found to be liable to you, we are insured, subject to the policy terms and conditions. Details of our professional indemnity insurance, including contact details of our insurer and the territorial coverage of the policy, can be inspected at our offices or made available on request.

Unless we expressly state a different figure in our engagement letter, our liability to you will not exceed a maximum aggregate sum of £3,000,000 for any claim arising out of:

- The same act or omission.
- A series of related acts or omissions.
- The same act or omission in a series of related matters or transactions.
- Similar acts or omissions in a series of related matters or transactions.

Under no circumstances will we be liable for a figure exceeding the sum of £3,000,000 (Three million) unless it has been expressly agreed by us in writing.

If you wish to discuss a variation of this limit, please contact the person dealing with your matter. Agreeing a higher limit on our liability may result in us seeking an increase in our charges for handling your matter.

We exclude all liability for any consequential, special, direct, or indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profit, goodwill, anticipated saving or opportunity.

We exclude all liability of whatever nature arising as a direct or indirect consequence of our compliance with any enactment or rule of law including but not limited to Anti-Money Laundering legislation.

We will not be liable to you if we are unable to perform our services as a result of any cause beyond our reasonable control. In the event of any such occurrence affecting us we will notify you as soon as reasonably practicable.

We do not provide any tax or accountancy advice nor undertake to advise you on any tax implications of any matter. Any view expressed by us in relation to your tax or accountancy affairs during the course of any matter is strictly subject to you verifying that view(s) with your appropriate professional advisor(s). We would expect your accountants and tax advisers to deal with all tax and accounting aspects in connection with the matter and your tax and accounting requirements generally.

We can only limit our liability to the extent the law allows. In particular, nothing in this document limits our liability arising from fraud or dishonesty or for death or personal injury caused by negligence, or other liabilities which cannot lawfully be limited or excluded.

#### **Hours of Business**

Our normal hours of business at all offices are 9am to 5pm on weekdays. It is possible, through prior arrangement, to arrange appointments outside of those hours and out of the office, e.g. at home or some other venue, although it is possible an additional charge will be made in that event. It is also possible to leave a message at each office on an answering service outside of office hours or in the event that the telephone is not answered.

## **Charges and Expenses**

Our charges are based upon the particular type of work we are doing for you. Where appropriate, our client care letter will outline our current hourly rates which vary according to the seniority and experience of the person undertaking your work. Time spent on your affairs will also include meetings with you and perhaps others, reading, considering, and working on papers, time spent travelling away from the office when this is necessary, receiving and replying to correspondence, making and receiving telephone calls and representing you in person.

We will add VAT to these hourly rates at the rate that applies when the work is done. At present VAT is charged at 20%.

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|---|------------------|
| • Partners/ Consultants   | £310.00 per hour |
| • Solicitors<br>(with more than 8 years experience)   | £288.00 per hour |
| • Solicitors and Chartered Legal Executives<br>(with between 4 and 8 years experience, and Chartered<br>Legal Executives with more than 8 years experience) | £247.00 per hour |
| • Solicitors and Chartered Legal Executives<br>(less than 4 years experience)   | £200.00 per hour |
| • Trainee Solicitors, Conveyancing Executives,<br>Legal Assistants and Paralegals or equivalent   | £160.00 per hour |

Routine letters and emails that we write and routine telephone calls that we make or receive will be charged in units of six minutes (i.e. one tenth of the particular hourly rate). Routine letters and emails received will be charged in units of three minutes (i.e. one twentieth of the particular hourly rate). Other letters and telephone calls will be charged on a time spent basis set out at the rates above.

These charging rates will apply for each hour expended on your matter by the principal and other executive staff from now until the next review date which is the 1<sup>st</sup> January next year. Therefore, if the matter has not been concluded by the end of this calendar year your charges will change accordingly.

If your instructions mean that work must be carried out outside normal office hours or as a matter of urgency at the expense of other clients or work, then we reserve the right to increase the level of the hourly rate set out above. You will be notified of any increased rate accordingly.

When considering any increased hourly rate, we may take into account a number of factors including but not limited to the following:

- The complexity of the issues.
- The speed at which action has to be taken and any particular specialist or expert knowledge that may demand.
- Matters involving a substantial financial amount or relative benefit to a client.

Please also note that if a bill or part of a bill remains unpaid for in excess of 28 days we reserve the right to charge interest at 8% per annum on the amount of costs outstanding.

You may have a right to object to our invoice by applying to the court for an assessment of the bill and at part 3 of the Solicitors Act 1974.

Please note the following terms and conditions which apply for the specific types of legal work listed.

### **Fees for Residential Conveyancing and Re-mortgage Work**

Our charges are calculated on the basis of time spent and the value of the property per transaction. The legal costs stated in our client care letter are an estimate only and is on the basis of details presently known and on the assumption that the transaction will not prove to be substantially more complex than expected.

In the event of any additional charge being made, this will be calculated at the current hourly charge-out rate for fee earners as set out in these terms and conditions. The additional charge may be a fixed amount depending upon the nature of the additional work.

Should any transaction fail to proceed to completion then our charges for that transaction will be such sum as is reasonable having regard to the amount of work done by that stage at the applicable hourly rate together with VAT and any disbursements incurred.

### **Fees for Commercial Conveyancing**

Charges are usually calculated on the basis of the time spent by way of reference to the value of the transaction involved. Our fees for commercial property transactions, for example sales, acquisition of businesses and commercial property, refinance of commercial property etc., will normally be based on 1.5% of the value of the transaction (plus VAT). Where this would be insufficient to cover the time spent on the matter, we reserve the right to charge on the basis of the hourly rate set out above.

For more unusual or complex transactions we also reserve the right to charge by reference to the hourly rates set out in these terms and conditions. The additional charge may be a fixed amount depending upon the nature of the additional work.

### **Payment of our Fees and Disbursements (including VAT thereon) in all Residential and Commercial Conveyancing Transactions**

You agree to pay to us all moneys due to us in cleared funds before completion of your transaction. We reserve the right to refuse to complete, without liability to you, on account of your failure to do so.

You agree that any completion statement prepared by us is subject to amendment as necessary and any errors may need to be rectified post completion. In which case, you agree to pay to us, without undue delay, any further sum that is due.

### **Fees for Personal Injury Work**

Subject to assessment your personal injury matter will normally be conducted by way of a Conditional Fee Agreement. This is more commonly known as a 'No Win – No Fee' agreement. The main points to note on entering into a Conditional Fee or 'No Win – No Fee' agreement are as follows: **(however for the full terms of the CFA please refer to the Conditional Fee Agreement applicable to your case):**

- You only pay us a fee if you win the claim ('win' being defined by the conditions of the agreement). You would not, provided you kept to the terms of the agreement, pay a fee unless you did win the claim.
- If the claim did not succeed, you would potentially be responsible for:
  - (a) the cost of reports or other expenses incurred by our firm on your behalf whether or not court proceedings were issued against the opponent; and
  - (b) if court proceedings had to be issued, the costs of the opponent.
- If we consider the chances of winning your case falls below 51% at any time, we reserve the right to cease acting for you under the Conditional Fee Agreement and from then on conduct the matter on the basis of the hourly rates set out in these terms and conditions.

### **Fees for Preparation of Wills**

It is normally possible for a fixed price quotation for the preparation of Wills to be made. This however depends on the complexity of the Will and the time involved. We reserve the right to prepare more complex Wills on the basis of the hourly rate set out in these terms and conditions.

### **Fees for Probate Work and Administration of Estates**

Our Firm's charges are calculated mainly by reference to the time spent by the solicitor and executive staff dealing with each matter. The charges will cover advising, attending on you and others, dealing with papers, correspondence, telephone calls, travelling and waiting time. Our Firm's categories of fee earners and their current hourly charge-out rates are set out in these terms and conditions. Our charging rates are normally reviewed each year and therefore, if the matter has not been concluded by the end of the present calendar year, our charges may change accordingly.

Added to the bill will be certain additional expenses (such as court fees) and charges which are a necessary expense in the course of the administration of the estate. It is normal practice to raise interim invoices for work carried out to date. Our charges also contain an element based on the value of the estate. This is because the value is a reflection of the importance of the matter and consequently the responsibility of the Firm. Therefore, we will also charge 1% of the gross value of the estate (excluding any residence in which the deceased resided in respect of which the charge will be 0.5%).

### **Fees for Litigation (Civil and or Matrimonial)**

Our charges for litigation are generally based on the hourly rate set out in these terms and conditions. It is normal practice to ask clients to make a payment on account of anticipated costs and disbursements (see below) and to raise interim invoices for work carried out from time to time.

If you have any questions about the basis of our charges on your particular matter or on our hourly rates, please contact us as soon as possible to discuss the same.

### **Out of Pocket Expenses (also known as 'Disbursements')**

'Disbursement' means any sum or out of pocket expense spent or to be spent by us on your behalf (including any VAT element).

Acting on your behalf we may have to pay various expenses from time to time. These expenses include, for example, search fees, barrister's fees, land registry fees, court fees and so on. As these expenses are paid on your behalf, we have no obligation to make the payments unless you have provided us with the funds for that purpose.

We may require payments from you in advance in relation to disbursements.

If, for any reason, your matter has not completed we will be entitled to charge you for work done and disbursements incurred.

### **Payment of our Charges**

The time for payment of our costs depends on the nature of the work we are doing for you.

Unless otherwise stated in these Terms and Conditions, if we send you a bill (an invoice), payment is due to us within 28 days of our sending you the bill (the date of the invoice). Payment can be made to the bank details shown on the form attached, in person at one of our offices, over the telephone by calling 01388 603073 or by cheque.

You authorise us to deduct and apply any money you owe to us in relation to outstanding legal charges and disbursements (plus VAT) from any funds held by us on your behalf in our client account.

In the event that payment of any sums due to us pursuant to these Terms and Conditions is not made by the due date, we reserve the right to stop acting for you and the full amount of any outstanding costs will be charged to you at that time.

### **Payment of Costs and Expenses of Third Parties**

It is important that you understand that you are responsible for the payment of our bill(s). However, your charges and expenses might be payable by another person. We have advised you if this is the case. It is important that you understand that in such circumstances, the other person may not be required to pay all the charges and expenses that you incur with us. If this happens, you will have to pay the balance of our charges and expenses. If the other party is legally aided, you may not get back any of your charges and expenses, even if you win the case.

If you are successful and the other party is ordered 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 Order. We will account to you for such interest to the extent that you have paid our charges and/or expenses on account, but we will be entitled to the rest of the interest. You will also be responsible for paying the charges and expenses of seeking to recover any charges and expenses that the other party is ordered to pay.

In some circumstances, you may be ordered to pay the other person's legal charges and expenses, for example, if you lose the case. This money is payable in addition to our charges and expenses. The other person will not be liable to pay the VAT element of your costs if you are able to recover the VAT yourself.

### **Equality and Diversity**

Smith Roddam is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees, and is required to produce a written Equality and Diversity Policy. Please contact us if you would like us to send you a copy of that Equality and Diversity Policy.

## **Data Protection**

We use your personal data primarily to provide legal services to you, but also for related purposes including:

- Conducting checks to identify you, verify your identity and screen for financial or other sanctions.
- Gathering and providing information required by or relating to audits, enquiries and investigations by regulatory bodies.
- Complying with professional, legal and regulatory obligations that apply to our business.
- Ensuring business policies are adhered to, e.g. policies covering security and internet use.
- Operational reasons, such as improving efficiency, training, and quality control.
- Ensuring the confidentiality of commercially sensitive information.
- Statistical analysis to help us manage our practice.
- Updating client records.
- Preventing unauthorised access and modifications to systems.
- Preparing and filing statutory returns.
- Ensuring safe working practices, and monitoring and managing staff absences and staff access to systems and facilities.
- Staff administration and assessments, monitoring staff conduct, and disciplinary matters.
- Marketing our services (and those of selected third parties).
- Credit reference checks via external credit reference agencies.
- External audits and quality checks.

Our use of your personal data is subject to your instructions, the EU General Data Protection Regulation (GDPR), other relevant UK and EU legislation and our professional duty of confidentiality.

Smith Roddam are a data controller for the purpose of the GDPR and other relevant data protection legislation. The Partners and the Practice Manager constitute the Firm's senior management team, whom oversee the Firm's data protection responsibilities. We take your privacy very seriously.

We have a separate detailed Privacy Policy which is available on request.

## **Prevention of Money Laundering and Terrorist Financing**

We are required by law to confirm satisfactory evidence of the identity of our clients and, sometimes, people related to them. This is because solicitors who deal with money and property on behalf of their clients can be used by criminals wanting to launder money.

To comply with the law, we need evidence of your identity as soon as possible. This is explained in our letter confirming your instructions. Any personal data we receive from you for the purpose of preventing money laundering or terrorist financing will be used only for that purpose or:

- With your consent, or
- As permitted by or under another enactment.

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.

Subject to section 'Limit of Liability' above, we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering and/or terrorist financing legislation.

## **Confidentiality**

The information and documentation you provide us is confidential and subject to legal professional privilege unless:

- Stated otherwise in this document, our client care letter confirming your instructions or in relation to our Privacy Policy, e.g. in relation to prevention of money laundering and terrorist financing, or
- We advise you otherwise during the course of your matter.

We cannot absolutely guarantee the security of information communicated by email or mobile phone. Unless we hear from you to the contrary, we will assume that you consent for us to use these methods of communication.

### **Electronic Communications**

We may communicate with you by e-mail, mobile phone and other electronic media. If you do not wish us to communicate with you by those means, please let us know.

When we communicate by electronic media, we take steps to safeguard the security and confidentiality of the information transmitted. However, we cannot guarantee that all communications will be secure or free from infection or virus.

If you require a greater level of security in electronic communications, please notify us in writing of this and we will agree with you a mutually acceptable e-mail protocol.

You should ensure you check to see whether e-mails we send you are blocked due to virus checking or other detection software.

Please note that we may monitor incoming and outgoing e-mails for the prevention and detection of crime, investigating or detecting the unauthorised use of telecommunications systems and ascertaining compliance with our internal or professional practices and procedures.

### **Cyber Risk and E-mail Fraud**

Cybercrime and e-mail related fraud is on the rise. To best protect you, your money and us we will only provide our account details in the form of a branded Pdf document which will be sent via e-mail or as an attachment to e-mail correspondence. If you receive any other communication purporting to change our account details do not rely on this and let us know immediately.

Prior to transferring funds to our account, we recommend you contact us to verify our account details.

Smith Roddam will not accept any liability for any loss sustained by a client who has responded to a fraudulent e-mail where they have made no suitable check with their nominated contact point in the firm.

### **Funds Provided by you the Client**

If large sums of money are due from you to complete a transaction, then those funds must be paid to us in cleared funds, i.e. by bank transfer, at least 2 working days prior to the date of completion. In certain circumstances a personal cheque or bankers draft will be accepted 10 working days prior to completion. Under no circumstances can more than £400.00 be accepted in cash unless it is in full and final settlement of our account. If any funds need to be returned to you, they must be returned to their original source which must be a verified bank account.

## **Introductions and Referrals**

It may well be that as a client you have been referred to our firm by a third party or introducer. If, as a result of this referral, we have agreed to pay the referrer a fee this will be set out in a separate "client care letter".

We are obliged to inform you in writing whenever a payment is made to an introducer or referrer either as a fixed amount or as a proportion of the fee charged. Where appropriate the client care letter will contain this information. A referral fee is not a disbursement or expense which may be charged to you and as such it will be paid from our own funds. If you require any information whatsoever with regard to any referral fees, then please let us know.

## **Financial Services**

We are not authorised under the Financial Services and Markets Act 2000, nor are we regulated by the Financial Conduct Authority. However, we are able in certain circumstances, to offer a limited range of investment services to the client because we are regulated by the Law Society and the Solicitors Regulation Authority. We can provide these investment services if they are an incidental part of the professional services, we have been engaged to provide.

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

If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of those bodies whose contact details are set out below:

The Solicitors Regulation Authority, The Cube, 199, Wharfside Street, Birmingham B1 1RN (the SRA).

SRA's website [www.sra.org.uk](http://www.sra.org.uk) or by calling 0370 606 2555

## **Insurance Mediation**

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 Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk](http://www.fca.org.uk)

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 for England and Wales was set up by the Office for Legal Complaints under the Legal Services Act 2007. They are an independent and impartial organisation who resolve complaints about legal services. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of those bodies.

### **Payment of Commissions**

When effecting financial transactions on your behalf, commission may be retained by any Independent Financial Advisor ('IFA') as part of their fee, or commission may be payable to ourselves for placing the business with the IFA. Unlike other advisors, solicitors are obliged to account to their clients for all commissions received unless there is an agreement that the solicitor may retain the same. We will notify you in writing of the amount of commission involved and this cannot be retained by us without your consent.

### **Payment of Interest**

Any money held on your behalf will either be held in our general client account, or in a designated client deposit account.

As standard we only pay interest on amounts held in our designated client deposit accounts. Whether a client balance should be placed in a designated account, is based upon the length of time we expect to hold the money for and the size of the balance.

Overall, interest is paid when it is fair and reasonable to do so in line with SRA guidelines, at the interest rate that we receive from the bank where the client money is being held.

### **Client Care and Complaints**

We hope to provide all our clients with an effective efficient and professional service, and we are confident that we will do so in this case. However, if you encounter any problem with the service, we have provided for you, or you have any complaint in relation to the level of fees charged then we want you to let us know.

We operate an internal complaints handling procedure which will hopefully resolve any problem as quickly and as painlessly as possible.

If you have any queries or concerns, please raise them in the first instance with your principle fee earner (the person representing you in relation to your matter). If the problem cannot be resolved to your satisfaction or if you would prefer not to speak to your principal fee earner in the first instance, then please contact the Firm's client care/complaints handling partner Mr Neil A Thompson. You may ask for a copy of our written Complaints Handling Procedure at any time however if the issue is referred to Mr Thompson, he will write to you enclosing a copy of the Complaints Handling Procedure.

If for any reason we are unable to resolve the problem between us we are regulated and authorised by the Solicitors Regulation Authority. The Legal Ombudsman, which is an independent body, has been set up to deal with those complaints that we cannot resolve between us. Their contact details are:

The Legal Ombudsman  
PO Box 6167  
Slough  
SL1 0EH  
Telephone 0300 555 0333  
Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)  
Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

Normally, you will need to bring a complaint to the Legal Ombudsman within 6 months of receiving a final written response from us about your complaint.

### **Conflicts**

Sometimes conflicts may arise between your interests and the interests of another client of the Firm, or another person connected with the Firm during the course of an engagement.

If a conflict does arise, we will discuss this with you. Professional Conduct Rules may require us to stop acting for you on that particular matter and we reserve the right to act on behalf of another client (and not for you) on a transaction in which you are an interested party.

To assist with detecting potential conflicts, you should tell us of anyone connected with the matter and whether, to your knowledge, you are aware of anything which may affect our ability to give impartial advice or may lead to a conflict arising.

### **Undertakings**

As solicitors we are obliged to fulfil any undertaking, we may give in the course of our work for you.

Where you instruct us to give an undertaking and we act on your instructions, you agree that:

- You will not withdraw or change your instructions to us in relation to the undertaking; and
- You will do everything you can to ensure that we are able to fulfil the undertaking.

### **Termination of Instructions**

You may terminate your instructions to us in writing at any time subject to the following points:

- As soon as reasonably possible we shall prepare our final account for submission to you which is payable in the manner set out in these terms and conditions.
- We will be entitled to retain all papers, deeds, or documents and or property until such time as our charges and disbursements are met in full.
- We may decide to cease acting for you only for good reason. Good reason would include non-compliance in general with any of these terms and conditions including non-payment of any costs and expenses requested as above and/or your failure to provide us with prompt and reasonable instructions when requested. We must also give you reasonable notice that we are to cease acting for you.

We are not obliged to contact you following termination of our instructions or completion of your matter in respect of any changes to the law whether or not they relate to your matter.

### **Storage of Documents**

After completing any work that we are requested to do, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.

We will keep our file of your papers for a minimum of 7 years, except those papers that you ask to be returned to you. We cannot release the original file of papers without all clients (and any mortgage lender represented by us) providing their written consent.

We keep files on the understanding that we will destroy them 7 years after the date of the final bill but you agree that we may retain your file of papers for a longer period without notifying you if we deem it to be appropriate and in line with our Records Management Policy or other regulatory guidance. You authorise us to destroy your papers in line with our Records Management Policy from time to time.

We will not destroy documents you ask us to deposit in safe custody.

If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will normally charge a retrieval fee. However, we may charge you both for:

- Time spent producing stored papers that are requested.
- Reading, correspondence, or other work necessary to comply with your instructions in relation to the retrieved papers.

### **Vetting of Files and Confidentiality**

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

### **Applicable Law**

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.

### **Future Instructions**

Unless otherwise agreed, these Terms of Business will NOT apply to all future instructions you give us on this, or any other matter.

### **Acceptance of Terms and Authority to Proceed**

Although your continuing instructions in this matter (which will be assumed unless we hear from you within five working days to the contrary) will amount to your acceptance of these terms and conditions of business it may not be possible for us to commence work on your behalf until we receive your formal agreement to them.

When you sign and return the duplicate of the client care letter, you are agreeing to be bound by both these standard terms and conditions, and the terms detailed in the client care letter.

If there is any element which you need clarification on and/or don't fully understand, then please contact your designated fee earner as soon as possible.

You may also be asked to agree to any future amendments to the terms and conditions. This will always be in writing. Any alterations to these terms and conditions on the face of this document will not be valid unless countersigned by the fee earner acting on your behalf.