TERMS OF BUSINESS

Updated October, 2026

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Thank you for entrusting your matter to KWW Solicitors. We take our duty of care toward our clients most seriously and it's important you feel confident working with us. Our Terms of Business set out exactly what you can expect from us and what we require from you to ensure we move forward in the most efficient and effective way.

1. Firm details

Telephone: 020 8979 1131	Fax: 020 8941 0033
Our email address is solicitors@kww.co.uk	

KWW is a trading name of KWW Solicitors	
Dun & Bradstreet (DUNS) Number	22-517-5454
Registered office:	70 Walton Road, East Molesey, Surrey, KT8 0DL
Website:	www.kww.co.uk
Value Added Tax (VAT) number:	347243947
Authorised and regulated by the Solicitors Regulation Authority with reference number:	00193231
Information Commissioner UK (ICO) registration:	Z8047442

Our normal office hours are between 9am and 5pm Monday to Friday.

2. The person responsible for your matter

Your matter will be dealt with by a Partner, Specialist Consultant, Solicitor, Assistant Solicitor, Legal Executive, Conveyancing Executive and/or Paralegal. Your Terms of Business and Client Care Summary will detail who is dealing with your matter and state the name of the Supervising Partner.

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

3. Scope of work

The scope of the work we will undertake for you is confirmed in your Terms of Business and Client Care Summary.

Specific to conveyancing, the scope of work detailed and covered by our retainer is confined to the conveyance of the property and does not cover unusual additional work, for example disputes or advice on tax issues. If the work on the matter exceeds the normal reasonable bounds there will be additional charges.

Please note that in circumstances where the matter does not proceed to finality, we will render an account for work completed.

Timescale

The estimate timescale is detailed in the Terms of Business and Client Care Summary based on our previous experience and may be subject to change as we may be reliant on other parties to respond quickly to our correspondence and take necessary steps.

4. Costs, disbursements and billing

- **Estimate fees**

  As detailed in your Terms of Business and Client Care Summary plus VAT.

  OR, if the fee is not estimated,

- **Our professional costs**

  Our costs are generally based on the time spent dealing with a matter. Time spent on your affairs will include meetings with you; considering, preparing and working on papers, including preparation of bills and statements of account; correspondence and making and receiving telephone calls.

  We will charge you as set out below per hour for each hour of work from now until our firm's annual review on January 1st each year. We will provide a written estimate of our costs as soon as we have sufficient information to enable us to do so. If, due to unforeseen circumstances or difficulties and changes in your instructions, it becomes necessary to revise our estimate, we will write to you with a fresh estimate as soon as possible before incurring any additional costs.

  The current hourly rates of our staff are set out below:

Senior Partner Company Commercial Matters (Tariq Phillips)	£400
Senior Partner and Special Consultants	£350
Solicitors with more than 8 years of experience	£295
Solicitors with more than 4 years of experience	£275
Solicitors with less than 4 years of experience, Legal Executives and Fee Earners of Equivalent Experience	£250
Trainee Solicitors	£200

Paralegals	£200
Legal Assistants	£100

We will add VAT to our charge at the rate that applies when the work is done. At present VAT is 20%.

On January 1st of each year the hourly rates are reviewed, and we will notify you in writing of any increased rate.

Letters and telephone calls made and received are usually charged on a time basis of six-minute units, being 1/10th of the hourly rate.

If your instructions require us to work outside normal office hours, we reserve the right to increase the hourly rate.

In property transactions, in the administration of estates and in transactions involving a large amount of money or benefit to the client, we may base our costs on the time spent by referring to a value element, such as the price of the property, the size of the estate or the value of the financial benefit. We may also take other factors into account such as the importance of the matter to the client, the urgent and exclusive allocation of time and resources both in and outside business hours and the complexity and any unusual or difficult aspects of the matter.

The value element reflects the importance of the transaction and responsibility placed on the firm. We will write to you separately if applying the value element is appropriate for your matter.

If for any reason the work required is reduced, we will charge for the work done and disbursements incurred but these charges will not exceed the current estimate.

- **Other costs and disbursements**

  There may be certain other disbursements specific to your matter, including payments we make on your behalf, such as expert and barristers fees, property search fees, Land Registry fees, stamp duty or probate fees, which you will have to pay in advance of disbursements being incurred. VAT is also payable on some of these disbursements. These disbursements will also be specified in your Terms of Business and Client Care Summary.

  If as part of our work we are required to pay out funds by electronic transfer, for example to you, a bank or building society or the other side's legal practitioner, this will be charged at a flat rate of £35 plus VAT as a bank transfer fee per matter.

- **Initial costs**

  As we expend funds on your behalf from commencement of the matter, we may need to ask you for a payment on account of our costs, disbursements and VAT as disclosed above. If so, we will send you a statement requesting payment into our client account. From time to time, we may ask for a top-up payment. When your matter is completed,

we will return any surplus to you. If we ask for costs on account, we are not obliged to do any work until they are received.

These amounts will be shown as paid on your final invoice.

- **Paying the invoice**

  Payment of invoices can be made by a number of methods, including bank transfer, credit or debit card and small amounts in cash.

  Where payment is made by credit card, we reserve the right to add a surcharge of 2% plus VAT where appropriate. Payment by credit card should, wherever possible, be made personally at our offices. If this is not possible, we reserve the right to require information sufficient to satisfy us that payment is being made by the card holder.

  To provide maximum protection against fraud, we recommend that you always telephone our office to confirm bank account details before a transfer is made.

  We will **NEVER** tell you of changes to our bank details nor will we accept changes to your bank details by email. If in doubt about any suspicious looking messages, please call our office.

  Our practice's policy is to accept cash only up to £500 from clients. If you try to avoid this policy by depositing cash directly with our bank, we will have to conduct additional checks necessary to verify the source of the funds.

  Where we have to pay money to you, it will be paid by direct bank transfer. It will not be paid in cash unless we are instructed by you in writing to a third party.

- **Billing**

  For **property and commercial transactions**, we will send you a statement of our costs and disbursements, payment of which is due at least five working days before completion unless otherwise arranged. If sufficient funds are available on completion and we have sent you a bill, we will usually deduct our charges from the funds. If a matter does not proceed to completion, we will send you an account of our charges incurred up to the point we cease acting on your behalf.

  For the **administration of estates**, we will usually send you a bill on account of our costs and disbursements after the grant of probate has been obtained and at intervals of one to three months thereafter during the administration of the estate. In appropriate circumstances and subject to your prior agreement we may send you bills more frequently. We will also send you a final bill for our costs and disbursements when the administration of the estate is completed. In all cases, if we hold sufficient funds on your behalf and have sent you a final or interim bill, we will usually deduct our charges from these funds.

  For other matters we will send you a bill for our costs and disbursements when the work is completed. However, if the matter extends over three months, we reserve the right to send interim bills.

  If you have any questions about a bill, please contact our firm as soon as possible.

You are entitled to complain about a bill. There may also be a right to object to the bill by making a complaint to the Legal Ombudsman or by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974.

If an interim account is not paid within seven days of sending the bill, or a final account is not paid within 14 days of sending the bill, we reserve the right to terminate your instructions and to retain your papers until such time as the account is paid.

Where we require payment from you or others for the completion of your matter, we may postpone completion until we are in receipt of cleared funds. We accept no liability for any loss arising from delay in the clearance of funds which is not attributable to us. We reserve the right to charge interest at 8% above the Bank of England base rate.

5. Our service to you

We aim to offer our clients quality legal services at a fair cost. We are committed to promoting equality and diversity in our dealings with clients, third parties and employees.

We will:

- Communicate in plain language.
- Explain the legal work required as the matter progresses.
- Provide regular updates on the cost and progress of the matter.
- Provide updates on whether the likely outcomes still justify the likely costs and risks associated with the matter whenever there is a material change in circumstances.
- Advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of the matter.
- Notify you of any changes in the law which may affect the progress or likely outcome of the matter.
- Continue to review whether the matter can be funded using alternative methods.
- Respond to your queries promptly.
- Deal with all information in accordance with our legal obligations under the Data Protection Act 2018.

We ask that you please:

- Provide us with clear, timely and accurate instructions.
- Keep us updated with information relevant to the matter.
- Provide the relevant documents we need in a timely manner.
- Attend all scheduled appointments on time.

- Let us know of any change in your contact details.
- Respond to our queries and requests promptly.
- Pay our costs promptly.

6. Communications between us

We will communicate with you by email, telephone and letter. If you have a preferred method of communication, please let us know.

All emails received will undergo a virus check. Unless you withdraw consent, we will communicate with others when appropriate by email or fax, but we cannot be responsible for the security of correspondence and documents sent by email or fax.

We do not accept service of documents by email.

7. Legal documents

During the time we are working with you it is likely we shall send you legal documents and papers to read and perhaps sign. These may be complex and onerous, and we strongly recommend you carefully read these documents and come back to us if there is anything in them which is unclear.

8. Joint instructions

If you instruct us to act not only on your behalf but also on behalf of another person or persons in relation to the same matter – for instance husband and wife, family members or business partner – we are authorised to act upon instructions received from any one on the assumption they have authority to give instructions on behalf of all of them. However, prior to accepting initial instructions, the identity of each client must be confirmed.

In the case of companies, the instructions may come from an individual director of the company unless otherwise instructed in writing.

Unless agreed otherwise, any one or more of those instructing jointly is jointly and severally liable for costs and disbursements.

If we are acting for you on a disposal where there will be proceeds of sale, those net proceeds will be paid to you. Joint owners will be paid equally unless you tell us otherwise. Unless so notified, we shall take it that only you are interested in those proceeds and there are no trusts or similar in favour of third parties.

9. Conflicts of interest

We will not normally act for two or more clients in the same matter where an actual or potential conflict of interest exists between those clients. We may act for two or more clients in the same matter if a substantially common interest exists and we have explained the relevant issues and risks to each client, who have subsequently given informed consent to us acting for all of them and we are satisfied it is reasonable for us to do so, it is in the best interests of all clients, and we are satisfied the benefit outweighs the risks.

In any such case no individual within the firm will act for or be responsible for the supervision of work done for more than one of the clients. Appropriate safeguards will be in place to ensure each clients' confidential information is protected. If, for any reason, we subsequently cease acting for one of the clients, they will be required to pay the costs and disbursements incurred on their behalf up to that point.

10. Money held for and due

Money held on your behalf is paid into a client account held with Lloyds Bank PLC which is the current bank we reasonably employ in accordance with our regulator's rules.

We will pay money due to you by bank transfer.

At the end of the matter, we may have a small balance due to you on our client ledger. If we cannot return this to you and the balance is less than £30 we intend to pay it over to our Charity of the Year on your behalf. This is in support of our corporate policy of social responsibility.

If the balance is £30 or more, we will arrange for this to be paid to you. If this is not possible, we will take all reasonable steps to make contact and arrange a suitable payment method with you. If we cannot contact you, and/or we do not hear from you within a further 30 working days from the date of contacting you, we reserve the right to pay the sum to our Charity of the Year without further recourse to you provided the sum is less than £500.

We will at all times take all reasonable steps to keep your money safe.

11. Client account interest policy for client monies held

From time to time, money may be held on behalf of a client as part of the service we provide.

In accordance with the Solicitors Regulation Authority's Accounts Rules, we may account to our clients for a sum of money in relation to any interest earned on that money on a fair and reasonable basis.

Client monies will normally be held in an instant access bank account to facilitate transactions. These accounts hold amounts for different clients and different matters.

A sum of money in relation to interest earned may be requested in writing, subject to any applicable withholding tax, on amounts held in general client bank accounts on the following basis:

- Interest may be payable only if a sum of money is held for over six months.
- Interest on monies held for over six months may be calculated daily on the balance held for each individual matter.
- On all amounts held for any individual client on any individual matter for over six months, interest, if payable, will be based on the rate of interest payable by Lloyds Bank Plc on an easy saver account.

Please note in normal circumstances where the total amount of interest calculated over the course of a transaction is less than £100, no interest will be paid.

For any interest on any single matter for any one client in excess of £100, we reserve the right to charge an administration fee of no more than £100 plus VAT.

Term deposit

If specific written instructions are received from the client requesting the funds be placed on a term deposit, any interest earned on such term deposits shall be paid to the client in full, subject to any applicable withholding tax and payment of an administration fee of no more than £100 plus VAT.

Separate designated deposit account

If client monies are held in a separate designated deposit account, and the client requests payment of the same, such as a specific bank account for a specific matter, interest at the Lloyds Bank Plc rate will be credited to that bank account and paid to the client, subject to any applicable withholding tax and payment of our administration fee of £100 plus VAT.

12. Limitation of liability

We do not accept liability for any loss or damage caused by negligence, non-performance or breach of duty to a value in excess of £5 million unless we have made a special arrangement with you at the outset of your matter.

No member or employee of our firm will be liable to you for breach of contract or negligence in their personal capacity.

Other than in respect of liability arising from fraud, personal injury or death, we do not accept liability for claims received more than 12 months from the conclusion of our work or, if not apparent within that time, more than six months after it becomes apparent.

Your statutory rights remain unaffected.

13. Limited companies

When accepting instructions to act on behalf of a limited company, we may require a director or controlling shareholder to sign a form of personal guarantee in respect of the legal costs and disbursements of this firm. Any signature from a director or shareholder or confirmation email shall be treated as a personal guarantee in respect of such costs.

14. Tax advice

Any work we do for you may have tax implications or require tax planning strategies. We are not qualified to advise you on any specific tax implications of a matter you have instructed us to deal with, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you. If we instruct specialist tax counsel on your behalf or refer the issue to tax advisers, we reserve the right to charge you the fees incurred in doing so and will require a retainer to be paid by you, in advance of obtaining such advice on your behalf.

15. Complaints

We are committed to high quality legal advice and client care. If you are unhappy about any aspect of the service or about the bill, please contact the Partner Responsible so that we can do our best to resolve the problem. If you still have queries or concerns, please contact **Tariq Phillips**, who is the client care Partner to whom any final issues can be reported.

We are regulated by the Solicitors Regulation Authority. Complaints and redress mechanisms are provided through the SRA and the Legal Ombudsman.

All law firms are obliged to attempt to resolve problems clients may have with the service provided. It is therefore important that you raise your concerns with us as soon as they arise.

If we are unable to resolve any such concerns to your satisfaction within eight weeks, you are entitled to make a complaint to the Legal Ombudsman: www.legalombudsman.org.uk or PO Box 6806 Wolverhampton WV1 9WJ.

The Legal Ombudsman investigates complaints about legal services. They expect complaints to be made to them within one year of the date of the act or omission about which you are concerned, or within one year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you.

The Legal Ombudsman may consider complaints made after these deadlines if it is fair and reasonable for them to do so. They may decide not to pursue a complaint if:

- There was no significant loss, distress, inconvenience, or detriment.
- The size or complexity of the complaint, or your behaviour, results in the complaint requiring a disproportionate use of resources.
- There has been undue delay in bringing the complaint.
- You have already accepted a reasonable offer we made.

Complaints about a client's rights under the General Data Protection Regulation must be submitted to the Information Commissioner's Office: ico.org.uk.

Any disputes or legal issues arising from our Client Care and Terms of Business will be determined by the laws of England and Wales and considered exclusively by the English and Welsh courts.

16. Anti-money laundering procedures

In accordance with the Proceeds of Crime Act 2002, law firms are obliged to obtain certain information to establish the correct identity and address of clients. In certain circumstances we may be under an obligation to submit a report to the authorities if we have reason to suspect offences concerned with money laundering may have been committed or might be committed.

By accepting this Client Care and Terms of Business you accept that we are entitled to require you to produce appropriate evidence of your identity and address, that we may submit reports to the relevant authorities concerning your business, and that we shall not be liable in any circumstance for any losses which you might incur as a consequence of any such steps which we might properly take in pursuance of our statutory obligations under anti-money laundering legislation.

In carrying out our statutory obligations we may incur certain expenses to verify the identity of a client to the satisfaction of the authorities, for example company search fees.

Acceptable identification documents

Acceptable evidence of personal identity includes:

- Current valid passport with a UK residence permit if appropriate.
- EU member state identity card.
- Current EU or UK photocard driving licence.
- Armed Forces ID card.

Evidence of address can be determined by:

- Confirmation from the Electoral Register.
- Recent utility bill, bank statement or mortgage statement with the current address.
- Local authority rates or council tax bill.
- Current UK driving licence, but only if not used as evidence of personal identity.
- Local council rent card or tenancy agreement.

17. Pooled funds

The anti-money laundering guidance to which UK banks and other finance services firms must adhere is issued by the Joint Money Laundering Steering Group (JMLSG).

The JMLSG does not require banks to routinely identify the beneficial owners of law firm's pooled accounts as they do with most other accounts on the proviso this information is available upon request.

In the event of our bank requesting information about the beneficial owners of our pooled client account, you agree to us disclosing your details to them. If further information including verification documentation is required from you to identify the owners of funds held by us, you agree to provide it.

18. Data protection and General Data Protection Regulation privacy notice

We use the information that you provide to us 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, the General Data Protection Regulation and our duty of confidentiality.

The Data Protection Act 2018 requires us to advise you that your particulars are held on our database and from time to time we may use these details to send you information we think might be of interest. If you do not wish to receive that information, please notify our office in writing. We do not make such information available to any other provider of products or services.

If you are an individual, you have the right under the Data Protection Act 2018 to obtain information from us, including a description of the data that we hold about you. Should you have any queries concerning this right please contact our data protection officer **Salvatore Sole**.

Handling your personal data

We confirm:

- The fee earner handling your matter, their secretary and any legal assistant within the firm may handle your data.
- Your personal data will remain confidential.

- Your personal data will be used to carry out an identification check as is usual in this type of transaction, to make contact with you for the duration of the matter and to ensure funds are sent or received to facilitate the transaction.

- The processing of your personal data is necessary for the purposes of the legitimate interests pursued by the firm or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of an individual which require protection of personal data, in particular where the individual about whom data is held is a child.

- It may be necessary to provide third parties with your data to effect the transaction, namely other law firms, search providers, government departments including HM Revenue & Customs, the Land Registry and IT service suppliers.

Fair and transparent processing

We confirm:

- Your personal data will not be retained for any longer than is necessary to fulfil the firm's statutory obligations.

- Upon signing the client care documentation provided to you at the outset of the matter, you will be confirming the contract which exists between us gives us the right to process your data in relevant and applicable ways.

- You have the right to request from the firm access to and rectification or erasure of personal data or restriction of processing concerning your personal data.

- You have the right to object to processing.

- You have the right to data portability.

- You have the right to contact the Information Commissioner's Office in relation to any concerns you may have with regard to the processing of your personal data.

By accepting this Client Care and Terms of Business you agree to provide personal data and consent to our use of it accordingly.

19. Confidentiality and disclosure

We must observe a general duty of confidentiality.

Subject to data protection legislation and our duty of confidentiality we may share your personal data with:

- Third parties and other persons who help us provide our products and services.

- Companies and other persons providing services to us.

- Our legal and other professional advisors, including our auditors in the conduct of audit or quality checks on our practice.

- Fraud prevention agencies, reference agencies and debt collection agencies during your service management.
- Government bodies and agencies in the UK and overseas.
- Courts to comply with legal requirements and for the administration of justice.
- To other parties connected with your matters.
- Anyone else with your consent or as required by law.

Circumstances where it may be necessary for our firm to disclose information about you other than as a result of the normal conduct of your matter include:

- In an emergency or to otherwise protect your vital interests.
- To protect the security or integrity of our business operations.

External firms or organisations are required to maintain confidentiality in relation to your files.

We use cloud storage for client files. Our cloud software provider is LEAP whose cloud infrastructure is provided and maintained by Amazon Web Services (AWS). AWS complies with internationally recognised standards, the EU Data Protection Directive, the General Data Protection Regulation and the Data Protection Act 2018.

20. Monitoring communications

We will monitor and maintain on file, be it paper, electronic or both, records of our calls, letters, emails, text messages, social media messages and other communications in relation to your dealings with us. We will do this for regulatory compliance, self-regulatory practices, crime prevention and detection, to protect the security of our communications systems and procedures, for quality control and staff training and in preparation for circumstances where a record of what has been said becomes necessary.

21. Storage of documents

After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for costs and disbursements.

The retention of files varies according to the type of matter completed. For example, in the case of conveyancing files we will generally retain a purchase file for seven years and a sale file for six years. If we know that a property where we have acted on the purchase has been sold within seven years of the date of when it was purchased, we will destroy the purchase file six years after the date of the sale of the property. If you require your files to be retained longer, you must instruct us accordingly.

On the completion of the retention period the file is destroyed.

Time limits imposed by documents such as rent review dates, dates for service of a break notice under a lease *et cetera* are your responsibility to diarise. The firm does not take responsibility for diarising dates which occur after a transaction is concluded for you. In certain circumstances, and only by express agreement with you, the firm will diarise dates.

We shall not be responsible for advising you of any future changes in the law which may impact upon you.

If we take papers out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However, we may charge you for time spent producing stored papers and reading and related work to comply with your instructions.

We will not destroy documents deposited into safe custody.

22. Professional indemnity insurance

We have professional indemnity insurance in accordance with statutory requirements. Our current professional indemnity insurer is QBE UK. Our professional indemnity insurance cover does have some specified exclusions, details of which are available upon request, including exemplary damages or other monetary punitive damages awarded under the law of the United States of America and Canada.

23. Financial Conduct Authority

Where work involves investments, although we are not authorised by the Financial Conduct Authority to give advice, we are able to refer you to an authorised advisor. We can provide limited services in relation to investments, provided they are closely linked with our legal services as regulated by the Solicitors Regulation Authority.

24. Property transactions

It is not our responsibility to carry out a physical inspection of the property, but if you wish us to do this for any reason, please make a specific request. KWW reserves the right to make an additional charge for such inspection. We will not advise on the valuation of the property nor the suitability of your mortgage nor any other financial arrangements.

The local authority search only relates to the land being bought or mortgaged and will not cover neighbouring properties or any wider area unless specifically requested.

We will not give any advice on the planning implications of a proposed purchase beyond reporting on any relevant information provided by the results of the 'local search' unless specifically requested to do so.

We will not advise generally on environmental liabilities. We will assume, unless you tell us otherwise, you are making your own arrangements for any appropriate environmental investigation. On occasions, it may be necessary for us to obtain an environmental search on your behalf or on behalf of your lender. In such circumstances, we will not advise you about

issues relating to the possible contamination of any land unless specifically requested by you to do so.

If you believe the property might be located within a Church of England parish of a medieval church, please let us know and we can arrange to obtain a chancel repair liability search.

We are not qualified to advise on non-legal results of any search and will only provide the actual results of such a search.

We are required to be vigilant to protect our lender clients against mortgage fraud. Therefore, we are obliged to ensure, in all conveyancing matters, that all purchase funds, including the deposit, are paid through our own bank account and are not directly transferred to the seller. We are also obliged to report to your lender any allowances or incentives offered by the seller.

By signing this Client Care and Terms of Business you authorise us to disclose to the other parties in a transaction, and if applicable to all other parties in a chain of transactions and their agents and advisers, all information which we have in relation to your part in the transaction including any related sale or mortgage and other financial arrangements and wishes as to dates for exchange of contracts and completion.

25. Acting for your lender in conveyancing transactions

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

26. Conveyancing Quality Scheme

KWW Solicitors is an accredited member of the Law Society Conveyancing Quality Scheme (CQS). The CQS provides a recognised quality standard for residential conveyancing practices which we must comply with ensuring that we:

- Meet our duties to you and your lender where we act for them.
- Take action to prevent fraud in the conveyancing process.
- Deal with the other parties in a fair and honest manner, which includes not withholding relevant information.
- Respond to the other parties in accordance with agreed timeframes.

All obligations under the Law Society Conveyancing Protocol are subject to overriding client confidentiality obligations and our obligation to act in your best interest.

The CQS audit procedure requires examination of client files from time to time. Your file may be selected for auditing. If that happens, the examination is conducted under strictly controlled circumstances and only with duly appointed and qualified individuals.

By accepting our terms and conditions you agree that we will act in accordance with the terms of the Law Society Conveyancing Protocol. This includes consent to disclosure of your confidential file if necessary. Such consent may be withdrawn by you in writing at any time.

27. Financial Services Compensation Scheme

We have no expertise in relation to the fitness for purpose or solvency of any bank. We assume any bank licensed to operate by the appropriate statutory authority in the jurisdiction in which it operates will be able to honour its obligations. Accordingly, we will have no liability to you in the event of the bank at which the firm's client account is held becoming insolvent or being unable to meet its obligations.

In such an event, you may be eligible for limited compensation from the Financial Services Compensation Scheme (FSCS). In the event of our client account holder's collapse, you consent to us disclosing your details to the FSCS for the purposes of making a claim on your behalf.

We currently hold our client account funds in Lloyds Bank Plc. The £120,000 FSCS limit (introduced December, 2025 – previously £85,000) will apply to each individual client. If you hold personal money in an account with the same bank as our client account, the limit remains £120,000 in total.

28. Referral arrangements

We may pay a referral fee for work to be referred to us. In such a situation we will inform you in writing and will tell you what fee we have paid. The advice we give to you will be independent and we will treat you the same as any other client.

You are free to raise questions on all aspects of the transaction and any information which you disclose to us will be treated as confidential and not disclosed to the referrer or to any other third party without your consent.

We will not act for the referrer in connection with the same transaction in any way and you are under no obligation to instruct us in connection with the transaction.

29. Recovering legal costs and disbursements

If a court orders another party to pay some or all of your legal costs and disbursements, it is important to appreciate you have to pay the legal costs and disbursements in the first place and any amounts then recovered will be repaid to you.

The other person will not be liable to pay the VAT element of costs if you are able to recover the VAT yourself.

If the other party is in receipt of legal aid, no costs are likely to be recovered.

It is possible to claim from the other party interest on these amounts from the date of the court order, and we will account to you for such interest to the extent you have paid our costs and disbursements.

You will be responsible for paying our costs and disbursements of seeking to recover any costs the court orders the other party to pay to you.

A client who is unsuccessful in a court case may be ordered to pay the other party's legal costs and disbursements, which would be in addition to our legal costs and disbursements. Arrangements can be made to take out insurance to cover liability for these circumstances. Please discuss this with us if you are interested in this possibility.

30. Terminating the retainer

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 costs and disbursements.

We will only cease acting for you on good reason and after giving you reasonable notice. Possible reasons for our firm to terminate our retainer with you may include:

- Failure to respond twice to requests for instructions.
- Failure to respond to a request for information required by the Proceeds of Crime Act 2002.
- Failure to comply with a request for payment on account of costs and disbursements.
- Failure to pay an interim account.
- If a conflict of interest arises whereby we are no longer able to continue acting for you.

We also reserve the right to stop acting at any time in the event of rude or abusive conduct being directed against any member of staff.

If we stop acting for you, you must pay our charges up until that point. These are calculated by proportion of the agreed fee.

31. Distance selling – The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

If we have not met you in person, because for example instructions and signing of the contract documentation is taking place by telephone, mail, email or on-line – by way of a 'distance' contract – or we have taken instructions and a contract has been concluded away from our business premises, because for example we have met with you at home – by way of an 'off-premises' contract – and the contract was entered into on or after 14 June 2014, you have the right to cancel this contract within 14 calendar days of entering into the contract without giving any reason. The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.

To exercise your right to cancel you must inform us of your decision to cancel this contract by a clear statement, for example a letter sent by post, fax or email. We will acknowledge receipt of such a cancellation on a durable medium, for example by email, without delay. To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Should you require the work to be commenced within the 14-calendar-day cancellation period, you must provide your agreement to that in writing, by email, post or fax to enable us to do so. By signing and returning one copy of this document, you are confirming we can begin work immediately. 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.

Unless you make an express request for us to commence work within the 14-day period we will not be able to undertake any work during that period.

32. Insurance advice

We are not authorised by the Financial Services Authority (FSA). We are, however, included on the register maintained by the FSA so we may carry on insurance mediation activity, which is broadly the advising on and selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority (SRA), the independent regulatory body of the Law Society. The register can be accessed via the FSA website at **www.fsa.gov.uk/register.**

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsible for regulation has been separated from the Law Society's representative functions. The Legal Ombudsman deals with complaints against solicitors.

33. Continuing instructions

Unless otherwise agreed, and subject to the application of then current hourly rates, this Terms of Business shall apply to any future instructions given by you to this firm.

Although your continuing instructions in this matter will amount to an acceptance of these Terms of Business, it may not be possible for us to start work on your behalf until you have signed the declaration in our Terms of Business and Client Care Summary provided to you already.

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

What happens next:

- ☐ Read these terms and conditions and if you are happy to proceed sign the declaration in the Terms of Business and Client Care Summary provided to you specific to your matter.
- ☐ Provide the correct identification which will be requested for purposes of our Anti-money laundering procedures.
- ☐ Make a payment on account of costs as indicated in our Terms of Business and Client Care Summary specific to your matter.
- ☐ Complete and return any forms or documents specifically requested to enable your matter to proceed.