

CLOWES & CO. SOLICITORS

TERMS OF BUSINESS

1. Firm details

Telephone: 01782444204	Fax: 01782432643
Our email address is hello@clowessolicitors.co.uk	

Clowes & Co Solicitors is a trading name of Clowes & Co. LLP	
Company registration number (CRN):	OC419724
Registered office:	20-22 Leek Road, Stockton Brook, Stoke on Trent, Staffordshire, ST9 9NN
Web site:	www.clowessolicitors.co.uk
Value Added Tax (VAT) number:	285 0973 71
Authorised and regulated by the Solicitors Regulation Authority (SRA):	645074
Information Commissioner UK (ICO) registration:	00011343965

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

2. Costs, disbursements and billing

(a) Our professional costs

All of our property work, Wills, Lasting Powers of Attorney and Trusts are generally carried out on a fixed fee basis. A breakdown of these fees is provided at the outset of the matter.

If we are instructed to act in the administration of an estate or other more complex work, our fees are charged on a time spent basis. Our work is based on 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; letters and emails in and out and making and receiving telephone calls.

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

Senior solicitors and legal executives with 8+ years PQE:	£255.00
Solicitors and legal executives with 4+ years PQE:	£208.00
Other Solicitors, legal executives and licensed conveyancers:	£177.00
Trainee solicitors, Paralegals and other fee earners:	£115.00

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

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

Letters, emails and telephone calls made and received are usually on a time basis of six-minute units.

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.

(b) Other costs and disbursements

There may be certain other disbursements, including payments we make on your behalf, such as search fees, Land Registry fees, stamp duty or probate fees, which you will have to pay. VAT is also payable on some of these disbursements.

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 solicitors, this will be charged at the rate of £30 plus VAT for each electronic transfer required.

(c) Initial costs

If we are required to 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.

(d) Paying the invoice

Payment of invoices can be made by a number of methods, including cheque, 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.

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

(e) **Billing**

We will usually send you a bill on account of our costs and disbursements once the work has been completed. In appropriate circumstances and, subject to your prior agreement, we may send you bills more frequently. 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.

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 and/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 with seven days of our sending the bill, or a final account is not paid within 14 days of our 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 and 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. All our bills are payable within 14 days of their date. If you do not pay, we will charge you interest from the 15th day after the date of the bill and all charges including our charges and disbursements incurred collecting our unpaid charges (not limited to court fixed costs) including unpaid costs will be recoverable in full.

We reserve the right to recover all legal costs incurred in the collection of our unpaid costs including all costs and disbursements paid to solicitors and/or others acting on our behalf which shall be recoverable in full. These will be classified as contractual costs. Any sum tendered that is less than the sum due and owing may in any event be accepted by us as a payment on account only.

3. 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:

- (a) Communicate in plain language;
- (b) Explain the legal work required as the matter progresses;
- (c) Provide regular updates on the cost and progress of the matter;
- (d) 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;
- (e) 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;
- (f) Notify you of any changes in the law which may affect the progress or likely outcome of the matter;
- (g) Continue to review whether the matter can be funded using alternative methods;
- (h) Respond to your queries promptly; and

- (i) Deal with all information in accordance with our legal obligations under the Data Protection Act 2018.

We ask that you please:

- (a) Provide us with clear, timely and accurate instructions;
- (b) Keep us updated with information relevant to the matter;
- (c) Provide the relevant documents we need in a timely manner;
- (d) Attend all scheduled appointments on time;
- (e) Let us know of any change in your contact details;
- (f) Respond to our queries and requests promptly; and
- (g) Pay our costs promptly.

4. 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.

5. 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 of which you are unclear.

6. 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 partners — we are thereby authorised to act upon instructions received from any one on the assumption that 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.

7. 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 that it is reasonable for us to do so and it is in the best interests of all clients and we are satisfied that 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.

8. Money held for and due

Money held on your behalf is paid into a client account at such bank as we reasonably employ in accordance with the Solicitors Accounts Rules.

We will pay money due to you by bank transfer or cheque as agreed where reasonably possible, or as we think appropriate.

Interest will be paid on certain balances in accordance with the Solicitors Accounts Rules.

Where after completion of our work, or for any other reason, we retain a balance of your money we will return it to you on termination of instructions and completion of the matter.

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

9. 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 £3 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 6 months after it becomes apparent.

Your statutory rights remain unaffected.

10. 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.

11. Tax advice

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on any specific tax implications of a matter that 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.

12. 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 Sarah Clowes so that we can do our best to resolve the problem. If you still have queries or concerns, please contact Sarah Clowes who is the Client Care Partner to whom any final issues can be reported.

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

All firms of solicitors are obliged to attempt to resolve problems that clients may have with the service provided. It is therefore important that you immediately raise your concerns with us.

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

The Legal Ombudsman investigates complaints about legal services. Normally complaints need to be made to the Legal Ombudsman within six months of receiving our final written response to your complaint.

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 law of England and Wales and considered exclusively by the English and Welsh courts.

13. 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 in order 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 signed passport;
- EU member state identity card;
- Residence permit issued by the Home Office together with own country's passport;
- Current EU or UK photocard driving licence; or

- 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 bill;
- Current UK driving licence, but only if not used as evidence of personal identity; or
- Local council rent card or tenancy agreement.

14. Pooled funds

The anti- money laundering guidance which UK banks and other finance services firms must adhere to 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 that 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.

15. Data protection

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

- (a) Updating and enhancing client records;
- (b) Analysis to help us manage our practice;
- (c) Statutory returns; and
- (d) 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. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you.

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 which 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, Sarah Clowes.

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

16. 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:

- (a) Third parties and other persons who help us provide our products and services;
- (b) Companies and other persons providing services to us;
- (c) Our legal and other professional advisors, including our auditors in the conduct of audit or quality checks on our practice;
- (d) Fraud prevention agencies, reference agencies, and debt collection agencies during your service management;
- (e) Government bodies and agencies in the UK and overseas;
- (f) Courts to comply with legal requirements, and for the administration of justice;
- (g) To other parties connected with your matters; and
- (h) 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:

- (a) In an emergency or to otherwise protect your vital interests;
- (b) 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. LEAP's cloud infrastructure is provided and maintained by industry leading cloud-platform provider Amazon Web Services. Amazon Web Services demonstrates a commitment to information security at every level of the organisation and complies with internationally recognised standards, the EU Data Protection Directive, the General Data Protection Regulation and the Data Protection Act 2018.

17. 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.

18. Storage of documents

After completing the work, we will be entitled to keep all of 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 12 years and a sale file for 6 years. Of course, if we know that a property where we have acted on the purchase has been sold within 12 years of the date of when it was purchased, then we will destroy the purchase 6 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 – rent review dates, dates for service of a break notice under a lease etc. are your responsibility to diarise. The firm does not take responsibility for diarising dates, which occur after a transaction is concluded for you by the firm. 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.

19. Professional indemnity insurance

We carry professional indemnity insurance in accordance with statutory requirements. Our professional indemnity insurer is Probitas Syndicate 1492 and we are insured through Howden.

20. 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.

21. 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. 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, that 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 in order 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.

22. Conveyancing Quality Scheme

Clowes & Co 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:

- (a) we meet our duties to you and your lender where we act for them;
- (b) we take action to prevent fraud in the conveyancing process;
- (c) we deal with the other parties in a fair and honest manner, which includes not withholding relevant information; and
- (d) we respond to the other parties in accordance with agreed timeframes.

All obligations under the 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 to 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.

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.

23. Financial Services Compensation Scheme

We have no expertise in relation to the fitness for purpose or solvency of any bank. We assume that 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 Natwest. The £85,000 FSCS limit will apply to each individual client so if you hold personal money in an account with the same bank as our client account, the limit remains £85,000 in total.

24. 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 which 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.

25. 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 that 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 that you have paid our costs and disbursements.

You will be responsible for paying our costs and disbursements 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 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.

26. 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:

- (a) Failure to respond twice to requests for instructions; or
- (b) Failure to respond to a request for information required by the Proceeds of Crime Act 2002; or
- (c) Failure to comply with a request for payment on account of costs and disbursements; or
- (d) Failure to pay an interim account; or

(e) 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.

27. Continuing instructions

Unless otherwise agreed, and subject to the application of then current hourly rates, this Client Care and 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 this Client Care and Terms of Business, it may not be possible for us to start work on your behalf until a copy has been returned to us.

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