

# Terms of Business



# Clauses

1. Background
2. Quality of Service
3. Our Complaints Procedure
4. Contacting Us
5. Instructions
6. Anti-Money Laundering
7. People Responsible for Your Work
8. Public Funding (Legal Aid)
9. Legal Expenses /After the Event Insurance
10. Charges
11. Contentious Work
12. Terms of Payment
13. Anti-Discrimination Policy
14. Storage of Papers and Documents
15. Termination
16. Data Protection
17. E-Mail Policy
18. Recording Calls and Meetings
19. Consumer Contracts
20. Conflict
21. Limitation of Liability
22. Provision of Service Regulations 2009
23. Vetting of Files and Confidentiality
24. Financial Services
25. General Points
26. What Should You Do Now?



## 1 - Background

### 1.1

The Solicitors Regulation Authority, the body which oversees and regulates solicitor's practices, requires all solicitors to supply their clients with written information about the terms of business on which they provide legal advice.

### 1.2

The purpose of this document is to provide you, our client, with details of our terms of business and to ensure that you understand the manner in which we, Fodens Solicitors Limited trading as Fodens Solicitors, shall undertake legal services for you.

### 1.3

Unless otherwise agreed, and subject to the application of the charging rates applicable at the time, these Terms and Conditions of Business shall apply to any future instructions given by you to us.

### 1.4

Your instructions shall amount to an acceptance of these Terms & Conditions of Business.

## 2 - Quality of Service

### 2.1

Our clients are entitled to expect not only the necessary legal expertise applicable to the work being undertaken, but also that the work is completed to a good standard of service efficiency and courtesy.

### 2.2

It is our aim that you should be satisfied with all aspects of the work in which we undertake for you, and that you receive good value for the fees which you incur with us.

### 2.3

We try to achieve this by setting the following service standards:

- (a) We will update you by telephone, e-mail or in writing with progress of your matter on a regular basis.
- (b) We will communicate with you in plain language.
- (c) We will explain to you the legal work required as your matter progresses.
- (d) We will regularly update you on the cost of your matter.
- (e) We will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances.
- (f) We will update you on the likely timescales for each stage of the matter and any important changes in those estimates.
- (g) We will consult you on strategy even if there appears to be only one realistic option.

### 2.4

You must:

- (a) Give us clear, timely and accurate instructions and provide us with important information as soon as possible.
- (b) Ask us if you do not understand anything, we are always happy to explain.
- (c) Bring all documents with you to meetings.
- (d) Advise us immediately of any changes in your circumstances or in your contact details.
- (e) Give us written consent to deal with any intermediary, such as a mortgage broker or adviser.
- (f) Consider carefully and act upon the advice we give.

### 2.5

We are committed to continuous improvements in the quality of our services. We encourage suggestions or comments from you in helping us to achieve this goal. Whilst we hope that you will not need to complain, we recognise the wisdom of explaining our internal complaints procedure.

### 2.6

If for any reason you are unhappy with the quality of the service provided, or the amount of fees charged, then you should, in the first instance, take the matter up with the person with whom you have been dealing. Alternatively, should you prefer or if you feel your initial approach has not resolved the point we would invite you to raise the matter with Stephen Foden, a Director of Fodens Solicitors Limited who will seek to resolve your complaint informally with you without the need to instigate our formal complaint procedures. Once you have a concern about an issue it helps the process if you can act immediately.

## 3 - Our Complaints Procedure

### 3.1

If at any point you become unhappy or concerned about the service we have provided then you should inform us immediately, so that we can do our best to resolve the problem. We deal with any complaints promptly, fairly, and free of charge.

#### Our complaints procedure

In the first instance it may be helpful to contact the person who is working on your case to discuss your concerns and we will do our best to resolve any issues at this stage.

If you remain unsatisfied, please contact Complaints Handler, Fodens Business Centre, M54, Junction 6, Telford, TF3 5HL.

Making a complaint will not affect how we handle your case.

#### What will happen next?

- (a) We will acknowledge your complaint and enclose a Complaint Resolution Form. We will also let you know the name of the person who will be dealing with your complaint 'the Complaints Handler'.
- (b) We will record your complaint in our central register and open a separate file for your complaint.
- (c) We will acknowledge your completed Complaint Resolutions Form and confirm what will happen next.
- (d) We will then start to investigate your complaint. This will normally involve the following steps:
  - (i) A discussion with the person who acted for you.
  - (ii) An examination of the relevant file of papers.
  - (iii) Where appropriate (for example where further clarification may be required) a discussion with you.
- (iv) Upon completing the investigation the Complaints Handler will send you a detailed reply to your complaint and include proposals for resolving the matter and if appropriate an invitation to discuss matters with you either by telephone or in person as the circumstances require and are necessary to resolve your complaint.
- (v) Following any discussion the Complaints Handler will write to you to confirm what took place and any solutions that have been agreed with you. We aim to investigate the complaint and resolve the matter within 8 weeks of the complaint being received.

(vi) At this stage, if you are still not satisfied you can write to us again. We will then arrange to review the decision. This will happen in one of the following ways:

(vii) The Complaints Handler's decision will be reviewed.

(viii) We will ask our local Law Society or another local firm of solicitors to review your complaint. We will let you know how long this process will take.

(ix) We will invite you to agree to independent mediation. We will let you know how long this process will take.

(x) We will let you know the result of the review at the end of the review. At this time we will write to you confirming our final position on your complaint and explaining our reasons. We will also give you the name and address of the Legal Ombudsman. If you are still not satisfied, you can contact them about your complaint.

(e) At the conclusion of our complaints process if you remain dissatisfied you may take your complaint to the Legal Ombudsman.

You must take your complaint to the Legal Ombudsman:

- Within six months of receiving our final response to your complaint, and
- No more than one year from the date of the act/omission; or
- No more than one year from when you should reasonably have known there was cause for complaint.

If you would like more information about the Legal Ombudsman, please contact them.

#### **Legal Ombudsman contact details**

Visit: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

Call: 0300 555 0333 between 9am to 5pm.

Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

Legal Ombudsman PO Box 6167, Slough, SL1 0EH

## **4 - Contacting Us**

### **4.1**

Our offices are open from 9am to 5.30pm on Monday to Friday. Our telephones are answered from 9am to 5.30pm Monday to Friday.

### **4.2**

If the person concerned is unable to take your call, or if our office is closed for local or statutory holiday, you can leave a message on our voicemail service. Our fax line is open at all times and we can also be contacted on our e-mail address: [info@fodens.co.uk](mailto:info@fodens.co.uk).

## **5 – Instructions**

### **5.1**

You may instruct us to undertake work on your behalf. The instructions may be given verbally or in writing. You will provide us with clear, timely and accurate instructions and will provide all documentation required to progress the matter in a timely manner. If there is any change in your instructions you must notify us immediately.

If you wish us to act on your behalf on instructions given by a third party we will require confirmation of this from you in writing. We will not accept liability to any third party unless we specifically agree this in writing.

## **6 - Anti-Money Laundering**

### **6.1 Proof of identity**

The law now requires solicitors, as well as banks, building societies and others, to obtain satisfactory evidence of the

identity of their clients. This is because solicitors who deal with money and property on behalf of their clients can be used by criminals wishing to launder money.

### **6.2**

In order to comply with the law on money laundering, we need to obtain evidence of your identity and address as soon as practicable and before we can accept instructions to act for you.

### **6.3**

If your matter is one to which the Money Laundering Regulations apply we will need to ask for evidence of your identity. The Regulations prevent us from progressing a matter until we have actually received the requested information. So it is in your interests to provide this documentation to us as soon as possible. Our practice is to obtain two forms of identification, one with a picture and a separate one with an address e.g. a valid passport or photo driving licence and a household utility bill (less than 3 months old).

### **6.4**

You will need to provide us with the original of the documents required to verify your identity and address. We will provide you with details of the documents required. We will also undertake an electronic Money Laundering check against each of our clients.

### **6.5**

We do not accept payments of cash from clients or from third parties.

### **6.6**

Except in certain pre-agreed circumstances, (and then in any event only from those third parties whose evidence of identity and address we have accepted), we will not accept cheques or payments drawn on accounts of third parties.

### **6.7 Confidentiality**

Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation is subject to statutory exceptions.

### **6.8**

A number of statutes empower government and other bodies for example HM Revenue and Customs to require any person to disclose documents and/or information. We shall only provide such information upon receipt of your consent or where we are required by law to disclose and in any event will only disclose such information as we are required to disclose.

### **6.9**

In addition to the requirement to disclose referred to above, there are certain reporting requirements imposed upon us in relation to money laundering which override the duty of confidentiality and these are set out in the Proceeds of Crime Act 2002, the terrorism legislation and the Money Laundering Regulations 2017. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure.

### **6.10**

If, while we are acting for you, it becomes necessary to make a money laundering disclosure, we may not be able to inform you that a disclosure has been made or of the reasons for it. We may have to stop working on your matter for a period of

time and may not be able to tell you why. Where the law permits us to, we will tell you about any potential money laundering problems and explain what action we may need to take.

#### 6.11 Source of funds

The law requires our company to identify the source of any funds to be used in a transaction.

#### 6.12

Therefore, you may need to complete and return a source and destination of funds form and we will send this to you if it is required.

#### 6.13 Cash

Our policy is not to accept cash from clients. If clients circumvent this policy by depositing cash direct with our bank we will charge for any additional checks we deem necessary regarding the source of funds.

#### 6.14

Where we have to pay money to you, it will be paid to your UK bank account by bank transfer. It will not be paid in cash or to a third party.

### 7 - People Responsible for Your Work

#### 7.1

You will be allocated a person who will be responsible for dealing with your work. If they are not available their assistant may be able to deal with your queries and will be pleased to take any message for you. We will try to avoid changing the people who handle your work but if this cannot be avoided, we will tell you promptly of any change and why it may be necessary.

#### 7.2

The final responsibility for any work done lies with the directors of the company.

### 8 - Public Funding (Legal Aid)

#### 8.1

In relation to certain aspects of legal work a client may be entitled at the outset or as the matter proceeds to apply for and receive public funding. Whether a client is able to obtain the same will depend upon the nature of the legal work being undertaken, their financial resources and the merits of their case.

#### 8.2

Whilst we do not undertake legal work that involves its clients paying for its fees through public funding (legal aid), we are nevertheless duty bound to advise you of its availability.

### 9 - Legal Expenses /After the Event Insurance

#### 9.1

Legal expenses insurance is commonly attached to a number of insurance policies (buildings, contents and motor); it also can be a benefit which comes from being a member of an association or organisation or as a benefit with a credit or debit card. If you think that you may have legal expenses insurance cover please let us know at once and send us a copy of the policy so that we can advise you. In most cases, unless a claim is made under the policy before any costs are incurred or any action is taken, the insurance company will not support your case.

#### 9.2

If you do not have legal expenses insurance cover, you may be able to obtain 'after the event' insurance to pay for the legal costs which you may incur or have incurred in relation to the matter upon which you instruct us. We will advise you if we consider that you should take out such a policy.

### 10 - Charges

#### 10.1

The fees charged by us are based on the various criteria laid down by statute which states that our charges are to be fair and reasonable having regard to all the circumstances. As time and expertise are the core elements of the service provided, unless we have quoted you a fixed fee the charges are calculated by reference to the normal hourly rates of the lawyers concerned. Other factors may also be taken into account, notably complexity, value or urgency, and an additional mark-up added. Hourly rates vary according to the level of seniority of each lawyer; your instructions will be carried out at the level of seniority appropriate to providing an efficient and economic service. All of the time spent on your case is recorded according to the nature of the activity (including letters written and received and telephone calls made and received). The accepted practice of charging in this manner is to break down every hour into ten units of six minutes. For each unit of six minutes worked (or part thereof) this gives rise to a charge of 1/10th of the hourly rate. A standard letter written (i.e. a one-page letter) is deemed to be equivalent to one unit and every page thereafter is charged at a further unit. Telephone calls made or received are charged on the basis of units used (or part thereof) in relation to the telephone call. Letters received are charged at 1/20th of the hourly rate. E-mails sent and received are charged at the equivalent rate to letters written and received.

#### 10.2

Our charging rates are as follows:

- (a)** Directors, Solicitors, Licensed Conveyancers, Legal Executives and fee earners of equivalent experience with over four years post qualification experience - £263.00 per hour.
- (b)** Solicitors, Licensed Conveyancers and Legal Executives and fee earners of equivalent experience with less than four years post qualification experience -£232.00 per hour.
- (c)** Trainee solicitors, para legal and other fee earners - £119.00 per hour.
- (d)** All other members of staff £146.00 per hour.

#### 10.3

Our charging rates are reviewed annually. The current rates will appear in our terms of business available on our website.

#### 10.4

We try to be flexible in our charging approach and are prepared to consider alternatives to an hourly rate including, for example, fixed fees, blended rates, fee limits, percentage fees based on specific criteria, or retainers.

#### 10.5

We try to ensure that you are periodically informed of the level of fees incurred and will also advise you of any changes in circumstances that have a bearing upon previous information given to you about fees. If you require, we can automatically tell you when fees reach a certain level and place a limit on the level of charges that we may incur without further reference to you.

#### 10.6

Any estimate is given only as a guide to assist you in budgeting and should not be regarded as a firm quotation unless otherwise agreed in writing.

#### 10.7

For a variety of reasons some instructions are not completed. A transaction may abort. In these circumstances we will charge for the work done and you will be responsible for vat and any disbursements incurred up to that date.

#### 10.8

You must not assume that a first meeting is free unless we specifically advise this to you in writing.

#### 10.9

Our complaints procedure applies equally to any fees charged and billed by the practice as it does to any other part of our service. You may also object to an invoice 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.

### 11 - Contentious Work

#### 11.1

You must pay invoices irrespective of the outcome of any proceedings.

#### 11.2

Any sums of money recovered from another party will be applied against any outstanding fees and interest on those fees.

#### 11.3

Invoices must be paid before steps are taken to recover costs from the other side.

#### 11.4

There is a general rule of the court that an unsuccessful party will be ordered to pay the costs of the successful party but the court can make a different order if it sees fit. If you are awarded costs against another party, interest on those costs becomes payable from the date the order for costs is made. To the extent that if any invoices have not been paid, any monies recovered may be applied against outstanding costs and interest accrued on those costs.

#### 11.5

Please note that:

**(a)** Even if the proceedings are successful and you are awarded costs, it is most unlikely that these will cover all of your costs. Your unsuccessful opponent may not be able to pay all/any of these costs.

**(b)** If all or part of your costs or the other side's costs has to be assessed during the course of proceedings or proceed to detailed assessment by the court after an award of costs, further costs will be incurred on your account which you will be required to pay. This will include work undertaken by a costs draftsman instructed (whether in-house or independent). These costs may not be recoverable from the other side.

**(c)** If proceedings are unsuccessful, the court will usually award costs against you. These are payable in addition to our charges.

**(d)** If the other party has the benefit of public funding then there are special rules about your recovering costs from your publicly funded opponent if you are successful. If the other

party is publicly funded you will be advised in more detail concerning your position over costs.

**(e)** If you should discontinue or withdraw from the proceedings without agreement as to the costs consequences then you will be liable not only to pay your own costs and charges but you will also be liable to pay your opponents costs.

**(f)** Should it be necessary to take any enforcement action to enforce any award made in your favour, any work undertaken and disbursements incurred will be charged for in accordance with our charges.

#### 11.6

The question of costs in contentious work is a complicated one and you will be advised of your liability for costs at the beginning of a contentious matter and at regular periods during the conduct of the case.

#### 11.7

You are required under the terms of court rules to safeguard any documents which are likely to be required for discovery in the court proceedings – for further information on discovery please see our separate advice leaflet.

### 12 - Terms of Payment

#### 12.1 Invoices

In relation to property work an invoice will be delivered to you for the work undertaken (and the work necessary to complete the matter) prior to completion. This invoice shall be paid by way of cleared funds prior to completion.

#### 12.2

In all other matters in order that costs do not rise to an unexpected level, invoices will be delivered on a regular basis. These invoices are due for payment on delivery to you.

#### 12.3 Funds on account of costs/expenses

It is a specific and invariable requirement that clients make payments on account of the anticipated costs and disbursements of dealing with their matter. Any delay in providing payment could have an adverse affect on the matter. All funds deposited in this way are placed on a client account until an invoice is delivered to you.

#### 12.4 Deduction of fees

Whenever funds are held which are due to you in any matter the right is reserved to deduct amounts due to us on that or any other matter from such funds unless otherwise agreed.

#### 12.5 Interest, compensation and costs on late payment

Invoices are payable on delivery. If any account remains unpaid for more than 28 days, the right to charge interest from the date of the invoice at the same rate allowed pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 applies. We shall also charge Compensation at the rates set at Section 5A of the Late Payment of Commercial Debts (Interest) Act 1998 (as inserted by the Late Payment of Commercial Debts Regulations 2002) and our reasonable costs relating to the recovery of the debt.

#### 12.6 Interest on client monies

Our policy on payment of interest on client monies is as follows:

**(a)** If we hold money in a separate designated client account on your behalf, we will account to you for all the interest earned on that account subject to the matters below.

**(b)** If we hold money in a general client account on your behalf we will account to you for a sum in lieu of interest calculated as below.

**(c)** We will not account to you for any interest in the following situations:

(i) If the amount calculated is £20 or less.

(ii) On money held for the payment of a professional disbursement if the person to whom the money is owed has requested a delay in settlement.

#### 12.7

Interest on client money will be calculated at the interest rate which we receive on our general client account from the date the funds are received by us and cleared to the date that we send the BACS to your UK bank account. If a telegraphic transfer of funds is required then we will charge the bank's fee with an administration fee.

#### 12.8

In contentious cases we reserve the right (at our election) to retain any interest on costs which is paid by your opponent whether or not by Order of the Court.

### 13 - Anti-Discrimination Policy

#### 13.1

We are committed to eliminating discrimination and promoting equality and diversity in its own policies, practices and procedures and in those areas in which it has influence.

#### 13.2

This applies to our professional dealings with staff and partners other solicitors, barristers, and our clients.

#### 13.3

Whilst we are free to decide whether or not to accept instructions from any client our refusal to act will not be based upon disability, gender, marital, status, race, racial group, colour, ethnic or national origin, nationality, religion or belief or sexual orientation. We intend to treat everyone equally and with the same attention, courtesy and respect.

#### 13.4

Full details of our anti-discrimination policy can be provided if requested.

### 14 - Storage of Papers and Documents

#### 14.1

After completing the work, we are entitled to keep all your papers and documents whilst there is money owing for charges and expenses.

#### 14.2

We will keep our file of papers (except for any of your papers which you ask to be returned to you) in the case of court proceedings for a period of 7 years from the date of the final order; in the case of the sale of a property for 7 years from the date of completion of the sale; in the case of purchase of a property for 15 years from the date of the completion of the purchase (or 7 years from the date of any earlier sale); in the case of wills for 25 years from the date of death of the maker of the will; in the case of Probate matters 15 years from the date of the file closure; in the case of Powers of Attorney 25 years from the date of death; in the case of leases for the period of 7 years from the end of the term of the lease and in all other cases for no more than 3 years. At the end of this period the papers will be confidentially destroyed without further reference to you. These time periods are to protect

both you and this firm, and for the purposes of the Data Protection Act 2018 we rely on legal obligation and also on legitimate interest.

#### 14.3

Documents that have been deposited in safe custody will not be destroyed. We do not charge a storage fee for each document.

#### 14.4

A charge for retrieving stored papers or deeds is not normally made in response to continuing or new instructions to act for you. However, we reserve the right to make a charge based on the time we spend reading papers, writing letters or other work necessary to comply with the instructions.

### 15 - Termination

#### 15.1

You may terminate your instructions to us by giving notice in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses.

#### 15.2

In some circumstances, we may consider that we ought to stop acting for you, for example you cannot give clear or proper instructions on how we are to proceed, or if it is clear that you have lost confidence in how we are carrying out your work.

#### 15.3

You must provide us with instructions that allow us to carry out work properly and must not ask us to work in an improper or unreasonable way. You must not deliberately mislead us and must co-operate when asked. We reserve the right to terminate the retainer if you fail to observe the obligations set out in this paragraph or any other terms in this document.

#### 15.4

If you fail to provide us with instructions when requested you are not entitled to assume that we are progressing the case or continuing to act in your best interests.

#### 15.5

We may decide to stop acting for you only with good reason, for example, if you do not pay an interim bill or comply with our request for a payment on account. We must give reasonable notice that we will stop acting for you.

#### 15.6

If you or we decide that we will no longer act for you, you will pay the charges and disbursements incurred to date on an hourly basis together with expenses and any vat properly chargeable.

### 16 - Data Protection

#### 16.1

We use the information you provide for the purposes set out in our Privacy Notice, attached.

#### 16.2

Our use of that information is subject to your instructions, the Data Protection Act 2018 and our duty of confidentiality. Please note that our work for you may require us to pass information to third parties such as expert witnesses and other professional advisers. The legislation gives you the



rights as described in our Privacy Notice. We rely on the lawful bases of processing set out in our Privacy Notice.

#### 16.3

We would like to use your details from time to time to send you information which we think might be of interest to you. We require your consent for this: please can you indicate your preference on the enclosed Consent Form, and return it to us.

### 17 - E-Mail Policy

#### 17.1

We routinely communicate via e-mail unless we have been specifically requested not to do so or it is clearly inappropriate.

#### 17.2

Whilst all reasonable endeavours to prevent the transmission to you of known viruses are made, you should also check all incoming electronic messages for viruses.

### 18 - Recording Calls and Meetings

#### 18.1

As part of our business practices we choose to record all incoming and outgoing calls to our offices. As a consequence we are obliged and consider that we comply with the Regulation of Investigatory Powers Act 2000 (RIPA), the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699) (the LBP Regulations) and the Data Protection Act 2018.

#### 18.2

In addition to recording all calls to our offices we may in addition record important meetings between us and you.

#### 18.3

The information obtained from these recordings is processed for the legal services which we have agreed to provide to you. They will be used in connection with those legal services for example confirming and clarifying your instructions and/or the advice that we have provided to you in connection with the provision of the legal services. We will not disclose the communications to any third party other than any barrister, solicitor or court determining issues that may have arisen between us as a result of such communications or as may otherwise be ordered against us by court order.

### 19 - Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

#### 19.1

The Consumer Contracts (Information, Cancellation and additional Charges) Regulations 2013 apply in circumstances where we enter into contracts for the provision of legal services with our clients who are consumers as defined in regulation 4 as "an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession".

#### 19.2

In the circumstances you have a right to cancel the contract within a 14 day period and we are required to give you written notice of this right as follows:

*You have the right to cancel this contract within 14 days without giving any reason.*

*The cancellation period will expire after 14 days from the day of the conclusion of the contract.*

*To exercise the right to cancel, you must inform us, Fodens Solicitors Limited of Fodens Business Centre, M54 Junction 6, Telford, Shropshire, TF3 5HL Tel No 01952 726111; Fax No : 01952 726112, e-mail: info@fodens.co.uk of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail).*

*To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.*

*Effects of cancellation*

*If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).*

*We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.*

*We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.*

*We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.*

*If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.*

#### 19.3

To the extent that these Regulations are determined to be applicable to you, it is agreed that by confirming instructions you:

**(a)** Have given your express authority for us to provide legal services.

**(b)** Have given your express authority for us to begin the supply with immediate effect and before the expiry of the cancellation period applicable under Regulation 30.

**(c)** Acknowledge that the above authorisations remove your right to cancel the contract under Regulation 29.

**(d)** Agree that the period within which our services shall be provided shall not be limited to a maximum period set out in the Regulations but instead shall remain indefinite by virtue of the nature of the legal services being provided.

#### 19.4

For the avoidance of doubt, the agreements reached with you under the Regulations do not prevent cancellation of our retainer at any time as provided in these Terms of Business but in such cases we will be entitled to charge for work undertaken on your behalf in accordance with the Terms of Business.

### 20 - Conflict

#### 20.1

Prior to accepting any instructions to act we review whether or not an actual or potential conflict between your interests and the interests of another client of the practice may arise during the course of a matter.

#### 20.2

If an actual or potential conflict is identified we will discuss the matter with you and determine the appropriate course of action.



### 20.3

If an actual or potential conflict arises whilst we are acting for you we will discuss the matter with you and determine the appropriate course of action.

### 20.4

In order to protect your interests, we may not be permitted to continue acting.

## 21 - Limitation of Liability

### 21.1

Our liability (which expression shall include its directors, partners and employees as appropriate) in respect of breach of contract, breach of duty, fault of negligence or otherwise howsoever arising out of or in connection with your engagement in relation to any matter shall be limited to advice given in writing and in total, unless otherwise varied and agreed in writing, to the lower of the SRA's minimum requirement and the respective consideration and/or value relevant in respect of a particular transaction to cover claims of any sort whatsoever (including interest and costs) arising out of or in connection with our engagement relating to that matter.

## 22 - Provision of Service Regulations 2009

### 22.1

We comply with the regulations by displaying the required details of our Professional Indemnity Insurance in our offices and on our website.

## 23 - Vetting of Files and Confidentiality

### 23.1

As a result of our adherence to the Lexcel Quality Standard of the Law Society we are subject to periodic checks by outside consultants and assessors. This could mean that your file is selected for checking in which case we will need your consent for the inspection to occur. All inspections are, of course, conducted in confidence.

### 23.2

If you prefer to withhold consent, work on your file will not be affected in any way. We will provide you with a consent form. We would ask that you please mark your preference on the consent form and return it to us.

### 23.3

In addition to the Lexcel Quality Standard our files are subject to external audits and quality checks by our reporting accountants and the Solicitors Regulation Authority. These external firms are required to maintain confidentiality in relation to your files. For the purposes of the Data Protection Act 2018, we rely on legal obligation as a ground for processing.

## 24 - Financial Services

### 24.1

We are not authorised by the Financial Conduct Authority. If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised to provide the necessary advice.

### 24.2

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 is because we are members of the Law Society of England & Wales, which is a designated professional body for the purposes of the Financial Services & Markets Act 2000.

### 24.3

The register can be accessed via the Financial Conduct Authority website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register).

### 24.4

This part of our business including arrangements for complaints or redress if something goes wrong is regulated by the Solicitors Regulation Authority which is the independent regulatory arm of the Law Society. The Legal Ombudsman is the independent complaints-handling body established by the Legal Services Act 2007. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of those bodies.

### 24.5

Property work often involves mortgages. We are not authorised by the Financial Conduct Authority and so we cannot and do not offer mortgage advice. We may refer you to someone who is authorised to provide advice. We do not receive a commission from the mortgage provider in any form, nor do we pay one.

### 24.6

If we are also acting for your proposed lender we have a duty to reveal fully to your lender all relevant facts about the purchase and mortgage, to include:

- (a) Any differences between your mortgage application and information we receive during the transaction.
- (b) Any cash back payments or discount scheme that a seller is giving you.
- (c) Gift of whole or part of purchase monies.

### 24.7

Any information which we consider might affect the lender's decision to lend. We need your consent to disclose such information. We will raise the matter with you if appropriate. However if you refuse to consent then we will have to cease acting for you.

## 25 - General Points

### 25.1

All communications between us (and all work done on your behalf) is confidential, but we may in certain circumstances be required by law to disclose information to a relevant authority (e.g. under the Criminal Justice Act 1994 or the Money Laundering Regulations 2017). By law, we are not allowed to inform you of such disclosures.

### 25.2

We do not provide financial advice. Your financial adviser must deal with all financial issues. We do not provide tax advice. Your accountant must deal with all tax and accountancy matters. We do not advise on and will not become involved with any Stamp Duty Land Tax avoidance schemes.

### 25.3

Sometimes the legal services that we provide to you involve investments. We are not authorised by the Financial Conduct Authority and so may refer you to someone who is authorised to provide any necessary advice. However, we can provide certain limited services in relation to investments, provided that they are closely linked with the legal services we are

providing to you, as we are regulated by the Solicitors Regulation Authority.

#### 25.4

All work done and advice provided by us is for your use and benefit only and may not be supplied or passed on to any other person without prior written approval. The duty of care is to you as our client, not to third parties unless such responsibility is accepted in writing.

#### 25.5

All Copyright in documents produced is reserved. Advice given and documents prepared are for your use only and may not be copied or used by any third party without express written consent.

#### 25.6

Fodens Solicitors Limited are registered for VAT. Our VAT number is available upon request.

---

### 26 - What Should You Do Now?

We aim to provide the highest level of service to all of our clients and can assist in a variety of ways. Contact us on 01952 726 111 or e-mail [hello@fodens.co.uk](mailto:hello@fodens.co.uk) to discuss the transaction and how we can help.