

TERMS OF BUSINESS

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1. Introduction

This document sets out the terms and conditions on which you instruct us to act as your professional legal advisers and on which we accept your instructions. Any advice given will be in conformity with the details set out in the Legal Representation paragraph of our Client Care letter sent to you.

2. Service Standards

The following Service Standards apply:

- We will update you regularly about your matter by way of various communications i.e. by way of telephone, in writing, or by electronic means such as email and will endeavour to use whichever form of communication you would prefer although this may not always be possible.
- We will communicate with you in plain language.
- Deal with your queries promptly, for example we will always try to return your phone calls on the same day.
- We will explain to you, normally by telephone or in writing, unless we feel a face to face meeting would be preferable, the legal work required as your matter progresses.
- We will update you on the cost of your matter regularly and advise you if any unforeseen additional work becomes necessary.
- 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.
- Advise you if Legal Aid or any other financial assistance such as Legal Expenses Insurance (LEI) might be available to you.
- We will update you on the likely timescales for each stage of your matter and any important changes to those estimates.
- We will continue to review whether there are alternative methods by which your matter can be funded.

3. Responsibilities

You (the client) and us as your legal advisers have respective responsibilities and these include:

Our responsibilities to **you**:

- Represent your interests and keep your business confidential.
- We will review your matter regularly.
- We will advise you of any changes in the law.
- We will advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter.
- See also section relating to data protection and electronic communication in relation to your personal data

Your responsibilities to **us**:

- You will provide us with clear, timely and accurate instructions.
- You will disclose to us all information which is necessary and reasonably relevant to your matter and ensure that all information is, and will be, true and accurate and not misleading.
- You are responsible for ensuring that you have all the necessary rights to supply us with the information you provide and that our use of that information will not infringe the rights of any third party or result in a breach of any law, rule or regulation.
- You will advise us as soon as possible if you become aware of anything which is inconsistent with any of the information previously disclosed or which renders any previous information untrue, inaccurate or misleading.
- You will provide all documentation required to complete the transaction in a timely manner.
- You will safeguard any documents which are likely to be required for disclosure.

- To enable us to continue to advise you on your matter effectively you are obliged to inform us, within 7 days, of any changes to your name, address, e-mail address or telephone number or bank details that you have supplied.

4. Hours of Business

Our office hours are 8.45am to 5.15pm Monday to Friday.

5. Compulsory layer of Professional Indemnity Insurance

All legal practices are obliged to have professional indemnity insurance in place. Allington Hughes Law's cover is arranged by Hera Indemnity Policy Number PI18AXS1012 and covers all work undertaken by the Practice within England and Wales. The limit of our policy is £3,000,000.

6. Avoidance of Discrimination and Promotion of Equality and Diversity

Allington Hughes Law is committed to promoting equality and diversity in all of its dealing with clients, third parties and employees. Please contact us if you would like a copy of our Avoidance of Discrimination and Promotion of Equality and Diversity Policy.

7. Data Protection and Electronic Communication

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

- Updating and enhancing client records.
- Analysis to help us manage our practice statutory returns.
- Legal and regulatory compliance.

Our use of that information is subject to your instructions, the Data Protection Act 1998 [*and the General Data Protection Regulations as from May 2018*] and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under Data Protection legislation to the personal data that we hold about you.

We would like to, from time to time, send you information which we think might be of interest to you. If you wish to receive that information please tick here : You may unsubscribe at any time thereafter by clicking the unsubscribe link at the bottom of subsequent emails.

In respect of your personal data we will:

- process that Personal Data only on your written instructions unless we are required by the laws of any member of the European Union or by the laws of the European Union applicable to us (Applicable Laws) to process Personal Data. Where we do so we shall promptly notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit us from so notifying you;
- ensure that we have in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- notify you without undue delay on becoming aware of a Personal Data breach;
- on receipt of a written request by you, delete or return Personal Data and copies on termination of the agreement unless required by Applicable Law to store the Personal

Data; and if no such request is made we will ensure that the data is kept and maintained in a secure location.

- maintain complete and accurate records and information to demonstrate compliance with this clause.

You have the right to access information we hold about you. In the first instance, please contact the person dealing with your case if you wish to make an access request, if you would like to update or amend the information we hold about you or if you have any other queries regarding our data protection policy.

We may conduct some or all of our communication and send documents, including bills, by e-mail. E-mail is not fully secure however and may be intercepted by third parties and may not always reach the intended recipient. Where necessary, you should follow up all important communications with a phone call, fax or printed copy by post. If you do not wish us to use e-mail please let us know.

We will use reasonable endeavours to ensure that emails we send are free from viruses and any other materials that may cause harm to any computer system. You undertake to act likewise with any e-mail you send us. We may monitor e-mails to investigate unauthorised use of our e-mail system, or for any other purpose permitted by law. As a result, we may collect personal information about the senders and/or recipients of the e-mail or which is contained in the e-mail.

If you are responsible for your fees, we may need to conduct a search with credit reference and fraud prevention agencies who may consult the electoral roll. These agencies will provide us with personal data and may make a record of this search. By instructing us you consent to us undertaking this search and authorise such agencies to disclose such information to us. If you do not wish us to do this you must let us know in writing and we may refuse to continue to act for you if consent is refused.

8. After Completion of Transaction

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

Once all fees and expenses have been settled, we will return any of your papers which you request be returned to you and we will then either retain and archive the remainder of your physical file, normally for six years, but in some cases it may be kept longer, for example purchase files are kept for 12 years and then we have the right to destroy the file or alternatively we may archive your file into electronic format and immediately destroy the paper file. The same rules apply as regards retention of your digital file. File notes made by us will always belong to us.

We will not destroy documents you ask us to deposit in safe custody, but we reserve the right to charge and will provide notice of any such charge first and foremost.

We presently provide a free safe custody service to clients in respect of Wills, Deeds, Lasting and Enduring Powers of Attorney. If our current policy changes, so that we are required to make a charge, we will give you advance notice to enable you to make other arrangements if you wish.

If we have to retrieve papers or documents from storage we may make a charge for such retrieval. Our current charge is £25 plus VAT. If we propose to make a charge, we will tell you what this is. We may also make a charge, based on time spent, for producing stored papers or documents to you or another at your request. We may also charge for reading correspondence or other work necessary to comply with the instructions given by you or another on your behalf.

9. Outsourcing of work

Whilst it is uncommon, there is the possibility that sometimes we may need to ask other companies or people to do work on our files to ensure such work is done promptly. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

10. Vetting of files and confidentiality

Information passed to us is kept confidential and will not be disclosed to third parties except where external firms or organisations may conduct audit or quality checks on our Practice in relation to Regulatory Compliance and in respect of various accreditations which have been awarded to the Practice, these being:

- Children Law
- Conveyancing Quality
- Family Law
- Family Law Advanced
- Criminal Litigation
- STEP
- Lexcel
- NFU Legal Panel

These external firms or organisations are required to maintain confidentiality in relation to your files and you are at liberty to request that your file is not audited by such organisations.

We will deal with your information in accordance with our legal obligations under the Data Protection Act – see point 7 of these terms of business.

There are exceptions however to our confidentiality process and one example of this is where if we know or suspect that a criminal offence has been, is about to be, or will be, committed by any person (whether that be you or any other person connected directly or indirectly with your matter). In any such case we may become obliged by law or Court Order to report information that we obtain about your case (e.g. under the Police and Criminal Evidence Act 1984, the Proceeds of Crime Act 2002, or the Money Laundering Regulations 2007 and any subsequent amendments).

If we have to make any report as referred to above, we shall not be under any obligation to tell you that we have or intend to make such a report, to inform you may mean that we commit an offence ourselves.

Nothing in this agreement shall prohibit you or us from disclosing confidential information to professional advisers or insurers or to a third party in the proper performance of your and our respective rights and obligations under these Terms of Business.

You authorise us to pass on relevant information to your estate agent when acting in relation to a conveyancing matter and other parties in the conveyancing chain.

Please also note when acting in a conveyancing transaction we may be required to disclose the contents of your file to your lender for whom we may also be acting.

Nothing in this agreement shall prohibit us from using techniques, ideas and other know-how gained in the performance of your matter in other client work, provided that this does not result in a breach of our professional obligations to you.

11. Third Parties

None of the provisions of this Agreement are intended to, or will operate to confer any benefit, (pursuant to the Contracts (Rights of Third Parties) Act 1999 and any subsequent amendments) on a person who is not named as a party to this Agreement.

12. Limiting Liability

Our liability to you for a breach of your instructions is set out in our client care letters and is therefore not set out in specific detail in these Terms of Business.

Should you decide to make a claim against us, such a claim must be issued against us in a court of law within a maximum period of six years following delivery of our final invoice on the matter concerned.

As Allington Hughes Law is a limited liability company, limitations on personal liability for the members, directors and employees of the Practice also apply.

We can only limit our liability to the extent that the law allows. In particular we cannot limit our liability for death or personal injury caused by our negligence.

13. Applicable Law

Any dispute or legal issue arising from our Terms of Business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh Courts.

14. Terminating the Retainer

You are entitled to terminate this Agreement at any time. Upon termination, we are entitled to retain all your papers and documents, until such time as all money owing to us for our charges and expenses has been paid.

We may reasonably decide to stop acting for you, and where this occurs we will give you reasonable notice where it is possible to do so. There may be any one of a number of reasons why we would wish to cease acting on your behalf, e.g. failure to pay an interim bill, failure to give us proper instructions, a breakdown of trust and confidence on either your or our part, or your giving us information which we may be obliged to report to another person, contrary to your interests e.g. to a Lender in a conveyancing transaction.

If you or we terminate this Agreement, then you will be required to pay our charges and expenses incurred to the date of termination.

If we have agreed a fixed fee with you and the matter is not finished, the fees will be the lesser of the fixed fee (exclusive of VAT, disbursements and expenses) and a sum calculated by reference to the hours spent.

Should you decide to cancel your instructions with us and your matter is funded by Legal Aid then we have a duty to make you aware that there would be potential difficulties in re-applying for Legal Aid for the same issue if the contract is terminated.

15. Our Charges & Expenses

Primarily, our charges are based on the time we spend on your matter which is calculated in 6 minute units. Such time includes meetings with you and others, time spent travelling, considering, researching, drafting, preparing and working on papers and correspondence, including email correspondence, as well as the time taken in making and receiving telephone calls.

The hourly charge reflects the cost of overheads and is reviewed annually, having regard to changes in salaries and other overheads. Our charges are communicated to you by way of our client care letters.

Our overheads include, in addition to staff salaries, such matters as the upkeep of a library, rents, computer equipment, business rates, maintenance of offices, Law Society practising fees and professional indemnity insurance.

16. High Value Matters

Where there are complex Court proceedings, for example, probate, corporate, commercial and property transactions which involve substantial financial consideration or benefit, our fees may be calculated by reference not only to time spent but also by reference to value, thus reflecting the importance of the transaction, its urgency, its complexity and the added responsibility falling on the Practice. In such a matter, we will write to you separately if the high value element applies.

17. Fixed Fees

In some circumstances we can offer a fixed fee service and where this is available we will advise you of this and provide you with our Fixed Fee Service Terms and conditions which are supplementary to our standard terms and conditions.

We can decide whether or not to accept your case on a fixed fee basis and whether or not to continue to act for you on a fixed fee basis and this will be based on a number of criteria set out in our supplementary fixed fee terms and conditions.

If a fixed fee is agreed it will be confirmed in our initial client care letter to you. If you request us to carry out work which is beyond the initial fixed fee we will decide whether or not to act for you on a further fixed fee or if we cannot continue on such a basis we may be able to offer to continue to act for you at our hourly rate.

18. VAT, Expenses and Disbursements

VAT, expenses and disbursements are payable in addition to our charges, however calculated.

Allington Hughes Law is registered for VAT under number 166821393 and therefore VAT is payable at the rate for the time being in force which is presently 20%.

Examples of expenses include travelling expenses, photocopying charges and Bank transmission fees.

With regards to disbursements it is frequently necessary to incur payments on your behalf such as fees payable to the Court, Counsels' and Experts' fees, Stamp Duty and Search Fees, which you would need to pay us in advance.

19. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

Where we have offered to advise you and you have accepted that offer and given us instructions to act on your behalf and this agreement has taken place somewhere other than our offices, in most cases, this will be considered an "Off-premises" contract or a "Distance Contract" (where there has been exclusive use of one or more means of distance communications) the above regulations provide that:

- You have the right to cancel the contract with us without giving any reason within 14 days of the date of our Client Care letter.
- The cancellation period will expire after 14 days from the date of our Client Care letter. Should you sign and return the duplicate Client Care letter within the 14 day "cooling off" period you are agreeing to us beginning work immediately on your transaction and thereby you may incur costs which may not be refundable to you. Please see clause 19.4 for further details.

To exercise the right to cancel, you must inform us of your decision to cancel the contract by a clear statement (e.g. a letter sent by post, fax or email) to the address shown in clause 44 of these Terms of Business.

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 your contract with us we will reimburse to you all payments received from you subject to no work having been undertaken which you requested us to begin during the cancellation period and if this is the case you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of the contract, in comparison with the full coverage of the contract.
- We will make any reimbursement due to you without undue delay and not later than 14 days after the day we receive notification of your cancellation of the contract.
- We will make 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.

20. Payment of Fees

You will be required to make a payment on account of the charges and expenses which are expected to be incurred during the course of your matter and we will discuss this with you at regular intervals throughout the retainer.

Where we are acting in respect of a purchase we can only complete the purchase with cleared funds. This means that any cheques have to be paid into our account at least 7 working days before the day of completion.

Where we are not acting in relation to a purchase, payment is due within 14 days of our sending you the bill. We will charge you interest on the bill at 15% per year from the date of the bill if payment is not received within 28 days of the bill date and interest will be charged on a daily basis. The right is reserved to change the statutory rate if the Late Payment of Commercial Debts (Interest) Act 1998 is applicable.

Payment of bills may be made by debit, credit card, bank transfer and/or cash.

We will charge interest on any outstanding costs owed by you or your opponent and will retain the same from any monies received. This will not apply to Legal Aid cases.

If on completion of a transaction, there are sufficient funds available, we will deduct the amounts due to us before accounting to you, unless we have previously agreed to the contrary in writing.

If by completion we do not have sufficient cleared funds available to pay all costs and disbursements including our own fees, we reserve the right at our absolute discretion to decline to complete the transaction until we are in receipt of sufficient cleared funds.

In any matter, where payment of our invoice is overdue for a period of more than 28 days, we reserve the right to decline to undertake any further work on your behalf until we are in receipt of sufficient cleared funds and cleared funds on account of any charges and expenses that are estimated to be incurred for the duration of the matter. This will relate to all types of work.

Your legal rights in relation to our bills are explained at the bottom of each bill and you should read these rights carefully.

We reserve the right to render interim invoices for our charges and expenses while the work is in progress and we will send our final bill on or after completion of the work. If requested by you, to help you budget for the transaction, we will send you interim invoices on a monthly, quarterly or other regular basis.

Where we make a payment of money to you it will usually be by cheque sent in the ordinary post or an electronic funds transfer e.g. via the clearing house automated payment system (CHAPS) for which you will be charged a fee, or in the alternative, BACS. Whichever payment

method is used we do not accept any responsibility or liability for any losses arising in respect of any interception, appropriation, misuse or delay in receipt. You authorise us to send any cheque in the ordinary post and, on posting, property and risk in the cheque will pass to you. As a security measure and for your protection we ask that you tell us your bank account number for inclusion in any cheque. Money received in respect of compensation, will only be paid to you. We are not permitted to make a payment to another person on your behalf.

You may be asked to disclose the details of the source of any funds paid to us and failure to do so may lead us to being unable to continue to act for you or a delay in us completing the work.

21. Court Proceedings

It is important if you are involved in Court proceedings that you check with us and check yourself whether your costs may be covered by other persons e.g. an employer or Trade Union. It is also important to check whether you may be covered by pre-purchased insurance (LEI) for our costs and the other side's costs.

22. Your costs

It is important, if you are a private client of Allington Hughes Law, that you understand that you are responsible for the payment of our charges and expenses, irrespective of whether or not you are successful in your action.

In the event of a successful outcome to your action, you may be awarded costs from another party. The amount of those costs may be less than the amount of costs due to us. In other words, the other party may not be ordered to pay all your charges and expenses. We may be able to claim interest on the costs awarded and we will retain this interest to the extent that any of our charges are either outstanding or remain to be invoiced.

If the other party is Legally Aided from public funds it is unlikely that you will recover any of your costs and expenses even if you win the case.

We will advise you if the opponent is Legally Aided.

23. Other Party's Costs and Expenses

In some circumstances, the Court may order you to pay or contribute towards the other party's legal costs and expenses, for example, if you lose the case or an application is made during the case. These costs would be in addition to our charges and expenses.

We will have discussed with you whether our charges and expenses and the risk of you being ordered to pay the other side's costs might be covered by existing insurance, and if not, whether it would be advisable for you to have insurance to meet the costs and expenses of the other side, if you are so ordered by the Court.

24. "No Win, No Fee" Agreement

In certain circumstances, we may offer you a Conditional Fee Agreement (CFA) or a Damages Based Agreement (DBA). If we agree to take on your case under a CFA or a DBA, it will be necessary for you to enter into an additional form of agreement with us.

25. Legal Aid Agency

We will have discussed with you whether Legal Aid via Public Funding is available to you in respect of your matter and whether you qualify for it. If you are eligible for Public Funding, you must read the section "Statutory Charge and Public Funding."

26. Statutory Charge and Public Funding

If you have applied for and you are granted Public Funding, our costs will be met by the Legal Aid Agency (LAA). You may be required to pay a contribution, and you will be advised of this

when you receive your offer. If the offer of Public Funding is accepted by you, then it is important that you are aware of the following:-

- If you recover or preserve property, unless our costs have been paid in full by the other Party, or your case falls into one of the exempt categories, the LAA will claim from you the amount paid to us in costs. This is called the "Statutory Charge". Any contributions you have paid will be taken into account.
- You have a duty to disclose a change of address or financial means to the LAA. If, at any time, you fail to co-operate with the LAA or fail to pay a contribution, you run the risk of having your Certificate revoked, with the result that you could be personally liable for the costs incurred to date.

27. Family Cases

The LAA can reclaim the costs paid from your settlement.

If a property is transferred into your sole name, then the LAA will register a Charge against the property, representing the amount of costs paid on your behalf to us. The Charge operates like a mortgage, and repayment will only apply when you voluntarily sell your property. Interest at a variable rate is payable and the current rate is 8% per annum.

28. Case Strategy

We will discuss with you how your case will be handled and agree a timetable, a reporting procedure and a fee structure or estimate. The case strategy will be reviewed and may be changed in consultation with you.

Part 36 Offers: If your opponent makes what is known as a Part 36 offer to settle we may advise you to reject that offer and continue to pursue a higher award. If your claim for damages goes ahead to trial where you recover less than that offer of payment, then we will not seek to recover our success fee or shortfall in fees related to the work done after we received notice of the offer or payment. At the same time you may also be responsible from that point for your opponent's costs although those costs will be offset against the damages and interest your opponent is order to pay you. The damages awarded in the Part 36 offer will be protected subject to the terms of any After the Event Insurance policy.

29. Conflict of Interest

We search our records to guard against conflicts of interest. We regret that where a conflict arises, we will be obliged to decline your instructions.

We take conflict issues seriously. Our conflict procedures help us fulfil our professional obligation not to act for one client in a matter where there is an actual (or significant risk of a) conflict with the interests of another client for whom we are already acting. We have procedures in place to ensure that conflict checks are carried out on every matter as soon as practicable so that if an issue arises it can be discussed with you and dealt with as soon as possible. If at any time you become aware of an actual or potential conflict of interest, please raise it with us immediately.

Where our professional rules apply, you may agree that after we cease to act for you, we may act or continue to act for another client in circumstances where we hold information which is confidential to you and material to the engagement with that other client. We will not, however, disclose your confidential information to another client.

30. Conduct of Business Rules

We are committed to providing you at all times with a high quality, friendly and efficient service to meet your needs. All our Directors and staff are aware of the need to keep our clients regularly informed of progress and to provide you with appropriate information on the issue involved at all relevant times.

If at any time you believe our service to you could be improved, or if you are dissatisfied with any aspect of our service, please raise the matter in accordance with our complaints procedure which is referred to in our client care letters and on our website and therefore is not dealt with under these Terms of Business. If further information is required in respect of this matter, please contact us.

31. Client Due Diligence in relation to Money Laundering and Terrorist Financing

The law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money.

To comply with the law, we need to get evidence of your identity as soon as possible. Our normal practice is to verify your identity by obtaining documentation from you, details of which we will either discuss with you when taking your initial instructions or include in our client care letters but we reserve the right to engage the services of a third party search company to ascertain your identity if we deem it necessary and in such cases we will advise you separately to this Agreement as to who we intend to approach and the fee(s) for such searches. These fees will appear on your bill under expenses.

We may make searches about you at a credit reference agency who will supply us with credit information as well as information from the Electoral Register. This information may also be used for debt tracing and the prevention of money laundering as well as for the management of your account and by entering into these Terms of Business with us you authorise us to make such searches against you.

If you cannot provide us with the specific identifications requested, we will need to discuss with you other ways to verify your identity.

32. Unencrypted emails and faxes

From time to time, we may send information and/or documents concerning your matter to other authorised third parties. This information may be sent by fax or electronic mail (e-mail transmissions) and may be sent in an unencrypted format, that is to say it may be legible to unauthorised readers. Where Allington Hughes Law considers it appropriate to send letters or documents this way, you authorise us, by acceptance of these Terms of Business to do so.

33. Making a Disclosure

Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to a statutory exception. Legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency (NCA).

Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor is required to make a money laundering disclosure. If this happens, we will not be able to inform you that a disclosure has been made or of the reasons for it because the law prohibits "tipping off". Allington Hughes Law cannot be held responsible for any losses should a situation arise where we are inactive on a case due to an investigation.

34. Where we are Acting in Respect of a Mortgage

Please note we do not give advice on the suitability of any mortgage product which you have chosen.

35. Mortgage Fraud

Where we are acting in a property transaction for both the lender and you as a purchaser, we have a duty to fully reveal to the lender all relevant facts about the purchase and mortgage which will include but is not in any way limited by the above:

- Any differences between your mortgage application and information we receive during the transaction
- Any cash back payments or discount schemes that a seller is giving you.

36. Payment of interest

Our interest policy is that we will pay interest when it is fair and reasonable to do so in all the circumstances, calculated over the whole period for which any money is held. The payment of interest is subject to certain minimum amounts and will not be paid where the amount of interest is less than £20.

We do not pay interest:

- On money held to pay a professional disbursement if there has been a request for delay in settlement
- On money held for the Legal Aid Agency
- On money that we have paid into a client account as an advance from the firm to fund a payment on behalf of the recipient in excess of funds held for that recipient
- If we have agreed with a recipient to contract out our obligation to pay interest; on monies that we are instructed to hold outside a client account in a manner that does not attract interest, e.g. cash held in our safe, and
- Where the amount of interest, calculated in accordance with this policy, is less than £20

37. Financial Arrangements with Clients

Our Practice's policy is to only accept cash up to £750 on account of our anticipated fees [and disbursements](#). Any higher sums being paid on account of our anticipated fees must be paid by debit or credit card or by direct credit transfer or a bankers draft or cheque. For payments relating to disbursements which will include experts fees, the debit/credit card limit is £750. Amounts over that have to be paid by electronic bank transfer and/or cheque or bankers draft. Payment of invoices raised can be paid by any method available.

If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.

Where we have to pay money to you, it will be paid by cheque or bank transfer or where the sum is £1 or less we reserve the right to forward the sum to you by way of postage stamps or BACS, if your bank details have been provided.

No sum will be paid in cash or to a third party unless there are exceptional circumstances and where it is authorised by a Director.

38. Financial Conduct Authority

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.

However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. Such work is regulated by the Law Society of England and Wales.

39. Providing Exempt Insurance Mediation

Whilst we are not authorised by the Financial Conduct Authority to advise on investments, we are registered on the Financial Services Register as an Exempt Professional Firm (EPF) and our

registration details can be accessed via the following website:
www.fsa.gov.uk/register/epfMainSearch.do

We are permitted to provide incidental services such as carrying on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority and the Legal Ombudsman.

The requirements of the Financial Conduct Authority are that when we arrange any insurance we need to advise clients about the range of insurers we have checked before recommending a particular policy and if it is not on a fair market analysis we must explain the basis upon which the recommendation has been made. Furthermore we are obliged to ensure that we check the suitability of any such policy for clients and notify them of this in a written "demand and needs statement" before the insurance is put in place.

To minimise the additional work involved we set out in these Terms of Business how we work in relation to providing insurance:

- When we select a policy we shall do so from one of the several indemnity insurers in whom we have confidence
- We will not necessarily choose the policy with the lowest premium. Much is likely to depend upon the speed and convenience with which the policy can be put in place. For example some insurers issue us with policies that we can write up and issue ourselves.
- You may take it however that we will only use insurers with whom we have an existing working relationship or any other whom we may be satisfied are satisfactory
- As regards the suitability of a policy for clients, if we identify a problem that cannot readily be overcome without putting such a policy in place we will inform you of that fact.
- We will only recommend that you put in place a policy that we consider necessary and sufficient to overcome the legal difficulty we have encountered.

40. Complaints with Regards to Financial Services

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman is the independent complaints-handling arm of the Law Society.

If you are unhappy with any investment or insurance advice you receive from us, you should raise your concerns with either the Solicitors Regulation Authority or the Legal Ombudsman.

41. Financial Services Compensation Scheme

In the event of a banking failure it is unlikely that the firm would be held liable for any losses of client account money.

We currently hold our client account funds in Lloyds Bank. The £85,000 Financial Services Compensation Scheme (FSCS) limit will apply to each individual client so if you hold other personal monies yourself in the same bank as our client account, the limit remains £85,000 in total, so it may be advisable to check with your own bank as some banks now trade under different trading names.

However, with effect from 3rd July 2015, the FSCS will provide a £1 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at www.fscs.org.uk

In the event of a bank failure you agree to us disclosing details to the FSCS.

42. Consumer Protection Regulations (CPR)

The Consumer Protection from Unfair Trading Regulations (as amended) regulate transactions between traders and consumers and prohibit trading practices that amount to unfair commercial practices and misleading acts and omissions. Neither you, the client, or us, your legal representative, must mislead a buyer or tenant either by providing incorrect or ambiguous information, or by omitting to provide material information about the property you are selling.

Certain information will be revealed through searches and other enquiries of public databases, surveys and valuation reports. However, you must disclose to us any known defects and other material adverse matters relating to the property known to you and failure to do so may mean that, in certain circumstances, the buyer or tenant would have rights of redress against you.

We encourage you to make all known disclosures as early in the transaction as possible to prevent delays.

If we become aware of the existence of any material information, and you decline to authorise disclosure to the buyer or tenant, then we would have to consider whether it was possible to continue to act for you as the CPR's impose a duty to act fairly towards you as our client and also towards third parties, especially those who are unrepresented.

43. Criminal Finances Act 2017

The firm is committed to promoting compliance with the requirements of the Criminal Finances Act 2017 within its practices as well as in those areas in which it has influence.

The firm does not tolerate tax evasion, or the facilitation thereof in any circumstances, whether committed by or facilitated by a client, personnel or associated persons/companies.

44. Future Instructions

Unless otherwise agreed in writing, this Agreement shall apply to all further instructions given by you to us, save and except that the rates applicable will be those applying at the date of further instructions, and subject to the annual review or clause 14 of these terms having been exercised.

Your continuing instructions will amount to your acceptance of these Terms of Business. Even so, we ask you to please sign the duplicate of the Client Care letter we initially send out to all our clients to confirm the instructions and return it to us immediately. We can then be confident that you understand the basis on which we will act for you.

Please keep this document for future reference.

45. Complaints

We are authorised and regulated by the Solicitors Regulation Authority (SRA) and are expected to observe the SRA Code of Conduct 2011 which can be found at www.sra.org.uk. We endeavour to provide a high quality service in all respects. If you have any queries or concerns, including any queries on charges or bills, or are simply dissatisfied with any part of our service, please let us know. In the first instance please contact either the person dealing with your matter, who will immediately inform their supervisor, and/or their supervisor directly. We have a comprehensive complaints procedure which is available on request or on our website.

We have 8 weeks to consider your complaint. If for any reason we are unable to resolve a problem between us regarding the delivery of legal services or your bill within this time, you may have the right to complain to the Legal Ombudsman.

In the unfortunate event that we have not been able to resolve your concerns, including billing issues, within an eight (8) week period, you may contact the Legal Ombudsman:

- By e-mail at enquiries@legalombudsman.org.uk
- By phone on 0300 555 0333
- By post at: Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ

If your unresolved complaint relates to the insurance policy which is covering your matter, you should write to the Financial Ombudsman Service:

- By e-mail at complaint.info@financial-ombudsman.org.uk
- By phone on 0800 023 4567 or
- By post at: Financial Ombudsman, The Exchange Tower, London, E14 9SR

The Legal Ombudsman’s objective is, in the first instance, to reconcile complaints and to assist clients and their solicitors to come to a mutual understanding. Referrals to the Legal Ombudsman should be made:

- Within six (6) years from the date of act/omission, or three (3) years from when the complainant should reasonably have known there was a cause for complaint (if the act took place more than six (6) years ago), and
- Within six (6) months of the complainant receiving a final response from their lawyer.

These time limits also apply for referrals to the Financial Ombudsman.

If your complaint is about your bill, you may have a right to apply to the court for an assessment of the bill under Part III of the Solicitors Act 1974. If you wish to take advantage of this procedure, you should be aware that there are strict time limits applicable and you may therefore wish to seek independent legal advice:

- Within a month from the date of our invoice your right for a detailed assessment is unconditional
- If you delay beyond a month the Court may impose restrictions
- Once a year has elapsed from the date of the invoice you will lose the right to a detailed assessment, unless there are special circumstances.

You should be aware that the Legal Ombudsman may not consider your complaint about a bill if you have applied to the court for such an assessment. For further guidance about how to make a complaint, visit www.legalombudsman.org.uk.

46. Regulation

Allington Hughes Limited is authorised and regulated by the Solicitors’ Regulation Authority (SRA). The SRA is the independent regulatory body of the Law Society of England and Wales, and operates within the regulatory framework of the Legal Services Act 2007 (and any subsequent amendments).

47. Contact Details:

Website: www.allingtonhughes.co.uk

Wrexham office:	Chester office:	Llanrwst office:
Tel: 01978 291000	Tel: 01244 312166	Tel: 01492 641222
Wrexham@allingtonhughes.co.uk	Chester@allingtonhughes.co.uk	Llanrwst@allingtonhughes.co.uk
10 Grosvenor Road, Wrexham, LL11 1SD	2 Vicars Lane, Chester CH1 1QX	Bank Buildings, Llanrwst, Conwy, LL26 0LS
Fax: 01978 290493	Fax: 01244 348876	Fax: 01492 641820
DX 26651	DX 19983	DX 711490

Registered Office:

10 Grosvenor Road, Wrexham, LL11 1SD

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