

BWH Legal

Terms and conditions of business – General

We set out in this statement the basis on which we will provide our professional services.

We are BWH Legal Limited. You are the client.

We are authorised, unless otherwise agreed, to take such action as we think necessary to obtain the required result. We shall not refer to the client for specific instructions every time we take a step. If, therefore, there is a limit to what we are required to do, or a limit to expenditure, we must be notified of this in advance.

People responsible for your work

The client's matter will be dealt with by a director, assistant solicitor, licensed conveyancer, legal executive or conveyancing executive. A letter at the outset will be sent to the client stating who is dealing with the matter and giving the name of the supervising director.

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

Charges and expenses

Our fees are based mainly on the time spent by the director and staff acting for our clients. This includes: time spent on interviews; drafting of documents; reading and research; preparing and working on papers and correspondence; telephone calls; and any time spent travelling or waiting while on clients' business.

In addition to measured periods of time for e.g. interviews, drafting, etc., we apply a minimum unit of six minutes to each letter and telephone call. Items of a 'routine' nature, e.g. telephone calls solely to make appointments, letters of acknowledgement, etc., are not normally charged for.

The time so recorded is costed according to a formula, which gives a charging rate or cost per hour for undertaking work on clients' behalf, according to the level of fee-earner allocated to the client's matter (the 'charging rate').

We will give you a written estimate of the probable cost of the transaction and of all disbursements which we can reasonably foresee at the start of the transaction. We will notify you in writing if for any reason we feel it necessary to vary that estimate and will explain to you why we need to do so. Any additional work will be charged at an hourly rate of £200.

We will add VAT to bills at the rate that applies when the work is done.

VAT is payable on certain disbursements.

We have no obligation to pay disbursements unless the client has provided us with the funds for that purpose.

We shall require such a payment in advance of search fees and other costs.

Where, for any reason, a matter does not proceed to completion, we will be entitled to charge you for work done on a time spent basis and for expenses incurred. Any charge made will not exceed the amount of our estimate even if the time spent would justify a higher fee.

Payment arrangements

We will deliver a bill either following completion of the agreed work or on a monthly basis if the matter is involved and protracted.

If a bill is delivered on an interim basis and remains unpaid after one month we reserve the right at all times to suspend action on the client's matter until settled.

If you do not pay our bill within 28 days of it being rendered to you, we will charge interest on it at 4% per year above National Westminster Bank PLC's base rate from time to time on a daily basis, from the date on which payment of our bill is due.

Interest payment

Any money received on behalf of clients will be held in our client account. We maintain an instant access account to facilitate a transaction but in consequence the amount of interest earned will usually be less than would be earned if the money were held in a deposit account. Interest will be calculated and paid to the client at the rate from time to time payable on National Westminster Bank Plc's instant access accounts. The period for which interest will be paid will normally run from the date(s) on which funds are received by us until the date(s) of issue of any cheque(s) from our client account. We may retain the first £20 of each amount of interest as and when calculated to help us cover the administrative expenses of arranging these calculations and payments. By signing these terms and conditions you agree to this.

Insurance and liability

We shall have liability for and shall indemnify the Client for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by us of the terms of this agreement including any negligent or reckless act, omission or default and shall accordingly maintain in force during the transaction full and comprehensive Insurance Policies.

We shall ensure that Insurance Policies are taken out with reputable insurers.

Our liability in respect of the provision of professional services to you shall be limited to £3,000,000.00 in respect of all claims (the 'Liability Cap'). The Liability Cap applies to our aggregate liability to you for all losses howsoever arising (including costs and expenses). 'Howsoever arising' covers all causes and actions whether arising by reason of negligence misrepresentation other tort breach of contract breach of statutory duty or otherwise.

Communication between you and us

We will aim to communicate with clients by such method as they may request.

We do not accept service of documents by e-mail.

We may need to virus check discs or e-mail.

Unless instructed otherwise, we will communicate with others when appropriate by e-mail or fax but we cannot be responsible for the security of correspondence and documents sent by such media.

The Data Protection Act 1998 requires us to advise clients that their particulars are held on our database. We may, from time to time, use these details to send information which we think might be of interest to our clients. We do not make such information available to any other provider of products or services.

E-mails and similar electronically created messages ("E-messages") are a popular means of communication. However, they may be vulnerable to data alteration after sending, particularly if computer viruses or other malicious codes corrupt the message content. Whilst we are prepared to correspond with you by E-message if you wish, we do not accept any responsibility for data alterations or corruption made to the messages after sending. Whilst we take every reasonable precaution to eradicate computer viruses and malicious codes from our system, it is the responsibility of the recipient of E-messages to scan the message content (including attachments) for infected content.

There may be circumstances in which it would be imprudent for us to rely on instructions from you or for you to rely on advice from us contained solely in an E-message, without having first received separate confirmation.

We do not accept responsibility for any errors or difficulties that may arise through the use of E-messages. All risks (whether of a personal or commercial nature) associated with any such errors or difficulties would be your responsibility. If those risks are not acceptable to you, it is essential that you notify us in writing that you do not wish us to use E-messages in correspondence with you.

Financial services and insurance contracts

If during the course of our work, we identify a need for you to consider entering into an insurance contract, we will explain the circumstances and our recommendations by a separate letter.

Please note that we may select an appropriate insurance product from only one or a limited number of insurers, and is not contractually obliged to conduct business in this way. You may request details of the insurance undertakings with which we conduct business, and we will provide these to you on request.

Please note that this firm is not authorised by the Financial Conduct Authority. However, it is included on the register maintained by the Financial Conduct Authority so that it can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Council for Licensed Conveyancers. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/register.

The Council for Licensed Conveyancers ("CLC") is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the CLC's representative functions. The Legal Ombudsman is the independent complaints handling body who will investigate any complaints made against conveyancers. The Legal Ombudsman can be contacted at PO Box 6806, Wolverhampton WV1 9WJ; telephone: 0300 555 0333; website: www.legalombudsman.org.uk.

Storage of papers and documents

Following the conclusion of a transaction on your behalf, we will retain your file of papers for such a period as we deem appropriate. If you require such papers to be kept for any specific period you must give us notice in writing to that effect and, in the event of such notice being given, we reserve the right to require you to take personal custody of the papers.

We will usually keep our file of papers (except for any of your papers which you ask to be returned to you) for no more than fifteen years and on the understanding that we have your authority to destroy the file fifteen years after sending you our final bill.

We are also entitled to keep all your papers and documents while money is owing to us.

We provide a safe custody service in respect of Wills, deeds and other securities and no charge will be made to you for such storage unless prior notice in writing is given to you that a charge will be made from a future date specified in that notice. We will not destroy documents you ask us to deposit in safe custody.

We do not normally make a charge for retrieving stored papers or deeds 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 on reading papers, writing letters or other work necessary to comply with the instructions.

Identity, disclosure and confidentiality of business

All advice given to clients is entirely confidential, but:

Money laundering regulations may require disclosure of confidential information by law. Please note that we accept no responsibility for any loss arising from compliance with the money laundering provisions of the Proceeds of Crime Act 2002 and any amending legislation howsoever caused.

The CLC and other supervisory bodies may call for a file which is the subject of a complaint.

A court order can compel disclosure of confidential material in certain circumstances.

The law now requires solicitors, conveyancers as well as banks, building societies and others to obtain satisfactory evidence of the identity of their client. This is because conveyancers who deal with money and property on behalf of their client can be used by criminals wishing to launder money. In order to comply with the law on money laundering we will need to obtain evidence of your identity as soon as practicable.

Conveyancers are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the Serious Organised Crime Agency. Where a conveyancer knows or suspects that a transaction on behalf of a client involves money laundering, the conveyancer may be required to make a money laundering disclosure.

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.

BWH Legal's policy is only to accept cash up to £1,000 per transaction. If clients circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

Consumer Protection from Unfair Trading Regulations 2008

The Regulations have been amended and have implications for Residential Conveyancing transactions.

When selling a property to a consumer, you must not mislead the Buyer by providing incorrect or ambiguous information or by omitting to provide material information. What is considered to be material information will depend on the facts in each case. The guidance we have been given is that material information is information that is likely to cause the average consumer to take a different transactional decision if the information was provided in a clear, intelligible and unambiguous manner.

Certain material information will be revealed by searches, surveys, the Property Information Form, the Title to the property and other reports.

If material information is not disclosed the Buyer may have rights of redress against a Seller, including rights to unwind the transaction and to seek damages.

We are under a duty to disclose material information even if that information has come to our attention other than from you. This may come from us being aware of an adverse survey, adverse information in the title to the property or any other source.

If we are aware of material information and you ask us not to disclose the information, then we shall have to consider whether we can continue to act in the transaction.

Termination

Instructions may be terminated at any time. Termination of instructions must be in writing, to be effective.

We will be entitled to keep all papers and documents while there is money owing to us for our charges and expenses.

Under the Consumer Protection (Distance Selling) Regulations 2000, for some non-business instructions, the client may have the right to withdraw, without charge, within seven working days of the date on which we were asked to act. However, if we start work with consent of the client within that period, the client loses that right to withdraw. Acceptance of these terms and

conditions of business will amount to such consent. If it is sought to withdraw instructions, notice should be given by telephone, e-mail or letter to the person named in these terms of business as being responsible for your work. The regulations require us to inform clients if the work involved is likely to take more than 30 days.

Limited companies

When accepting instructions to act on behalf of a limited company, we may require a director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this practice. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out earlier.

Tax and planning advice

Any work that we do for clients may involve tax implications or necessitate the consideration of tax planning strategies. Any responsibility to advise on the tax implications of a transaction that we are instructed to carry out, or the likelihood of them arising, cannot be implied and must be the subject of specific and express agreement.

Complaints

Complaints will be dealt with under the following protocol.

In the event of a complaint, you should raise the concern in the first place with the person dealing with the particular matter.

If this does not resolve the problem you should then contact the supervising director, whose name will have been notified at the outset of the transaction. The complaint does not have to be put in writing, although setting out clearly the issues and the action you wish us to take may help us to resolve your concerns more quickly.

If these steps do not resolve the problem you should contact the client care director, by telephoning or writing. He is John Harrison.

A full copy of the practice's complaints procedure is available on request.

If the complaint is still not resolved at the end of this complaints process you have the right to refer your complaint to the Legal Ombudsman at PO Box 6806, Wolverhampton WV1 9WJ; telephone: 0300 555 0333; website: www.legalombudsman.org.uk. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint.

Terms and conditions of business

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

Unless otherwise agreed, and subject to the application of then current hourly rates, these terms and conditions of business shall apply to any future instructions given to this practice.

Although continuing instructions in this matter will amount to an acceptance of these terms and conditions of business, it may not be possible for us to start work on your behalf until one copy of them has been returned to us for us to keep on our file.

Future Instructions

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

Regulated Services

BWH Legal is regulated by the Council for Licensed Conveyancers ("CLC").

This means we are governed by a Code of Conduct and other professional rules, which you can access on the CLC's website www.conveyancer.org.uk or by calling 0207 250 8465.

Authorities

Where we are acting for more than one person we have an obligation to obtain instructions from each of them. This may be inconvenient for you and so to enable us to accept instructions from either of you on behalf of both, you are asked to sign the authority at the end of the enclosed copy of this form. We will then accept instructions from either of you on behalf of you both.

I/We confirm that I/We have read and understood, and I/We accept, these terms and conditions of business.

You may accept instructions from either one/any of us on behalf of us both/all of us in connection with all matters relating to our purchase/sale and to any related transaction.

I/We agree to our details being retained on a computer database.

I/We have read the above. I am/We are happy to give you the authorities requested and to instruct you to act for me/us on the terms set out.

Signed

Date