

DIXON | RIGBY | KEOGH  
SOLICITORS

*A friendly and personal service*

TERMS OF BUSINESS

Effective from: 05/01/2026

**Please read this document very carefully and refer to it when in doubt as this along with our Client Engagement letter forms the agreement between us.**

## TERMS OF BUSINESS

These are the Terms upon which we are willing to deal with the matter detailed in our Client Engagement letter on your behalf. The Terms set out in this document, together with your Client Engagement Letter, form a contract between you, the client, and the firm to which both parties must adhere.

### **ABOUT THE FIRM**

- **Opening Hours**

Our offices are open:-

Monday – Friday  
9.00am until 5.00pm

Our Reception is kept open at lunch times between 1.00pm and 2.00pm when messages can be taken. We are happy to make special arrangements for appointment times or location, if necessary, for example a home or a hospital visit.

Please arrange appointments in advance before calling at the office. All our Fee Earners operate a diary system for appointments, and it is likely that should you call without an appointment you may be disappointed.

- **Contact Details**

**Northwich**

2 Watling Street, Northwich, Cheshire, CW9 5EX  
Tel: 01606 48111

**Sandbach**

34 Crewe Road, Sandbach, Cheshire CW11 4NF  
Tel: 01270 766550

**Winsford**

402 High Street, Winsford, Cheshire, CW7 2DP  
Tel: 01606 557211

**Email:** [reception@drk-law.co.uk](mailto:reception@drk-law.co.uk)

- **Regulatory Information**

Dixon Rigby Keogh Limited trading as Dixon Rigby Keogh is authorised and regulated by the Solicitors' Regulation Authority, SRA number 448659. We are a private limited company registered at Companies House under the registration number 05377813. We are committed to protecting your data and we are registered with the ICO, number Z5065530. Our VAT number is 896232003. We are not required to be authorised and regulated by the Financial Conduct Authority but appear on their register as an exempt professional firm, reference number LS448659. This allows us to provide very limited regulated products and services as part of our normal professional service.

## **SERVICE STANDARDS**

- **Effective Communication**

When telephoning the office, you may initially be put in contact with your Fee Earner's secretary for assistance who will usually be familiar with your file. They will be happy to try and help with questions or take down information. If your enquiry is more complex and your Fee Earner is not immediately available, please leave a detailed message to be passed to your Fee Earner at the earliest opportunity. We do ask you to understand that in some instances your Fee Earner may be at Court or in a meeting. Your matter is important to us, and we will do our best to ensure your questions are dealt with as efficiently as possible.

**We aim to return telephone calls within one working day and to reply to letters or e-mail messages within two working days. Sometimes enquiries may have to be made before a full reply can be given and, in these cases, we will respond quickly and notify you if there is likely to be a delay before information can be gathered to deal with your enquiry.**

It is our firm's policy to regularly update Clients on the progress of their matter including any delays in progress and the reason. We will explain as clearly as possible the effects of any documents which we ask you to sign and will provide you with copies of documents if you wish. When there are staff changes which affect you, we will notify you.

It is important that you notify us of significant changes in your circumstances (including change of address and contact telephone numbers) which may affect the work we carry out on your behalf. For security purposes it is preferable you advise us in writing of such changes.

When writing or telephoning us please quote the file reference number (detailed at the top of our correspondence to you) and the name of your Fee Earner to ensure there is no delay in locating your file.

We welcome communication by e-mail. We have software installed to protect both our own and our clients' data from attack by viruses and other forms of intrusion. Messages are screened and those considered by the software to be suspicious are rejected. Despite the sophistication of this software, it is possible that a genuine communication may be rejected, and we cannot accept responsibility for the consequences of this. Please therefore ensure when sending an important message by e-mail that you also alert the person handling your file or their secretary/assistant by a telephone message at the earliest opportunity.

Please do not send sensitive information by email such as financial/bank details or anything you would be uncomfortable with a third party knowing unless the message is encrypted. Dixon Rigby Keogh will not accept liability for emails sent by you that are intercepted before they reach the firm. Nor shall the firm accept liability for your email accounts being subject to a third-party hacking incident as a result of your negligence.

If you receive any emails supposedly from this firm but which are actually from a different email address (particularly if the domain name is different or if there is anything else suspicious about the communication) then you should query this email directly with the Fee Earner handling your matter. Please do not rely on any email purporting to be sent by us if there are discrepancies or if it represents a last minute, very late or otherwise suspicious variation of steps previously agreed with us. In particular you should never send funds to a new account without ringing our office first and speaking to the relevant Fee Earner to verify details.

If you provide us with an e-mail address, we shall communicate with you electronically on all aspects of your file unless you expressly notify us to the contrary. Unless explicit consent is provided, we shall not use such email addresses for marketing purposes.

- **Expressing Any Dissatisfaction**

We aim to offer our Clients a friendly and efficient service. During the course of the matter, if there is any aspect about which you are concerned or require clarification, then please raise it with the person who is handling the matter in the first instance so that we may answer your query efficiently. If you remain dissatisfied

or we cannot agree an appropriate course of action, then your complaint will be referred to Shraddha Sawant Grindrod, the firm's complaints officer/Deputy COLP, who will contact you, and attempt to resolve the matter to your satisfaction.

The firm has a Complaints Procedure document, which is available on request, and which would be sent to you should you make a complaint. Your right to complain might relate to the way in which your matter is being handled, or a bill that we issue. In the case of a complaint about a bill, there might also be a right to object to the bill by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974. However, we would point out that if all or part of a bill remains unpaid, we may be entitled to charge interest, such entitlement being set out below.

We have eight weeks to consider your complaint. If at the end of our investigation you are still not satisfied, then you could contact the Legal Ombudsman, PO Box 6167, Slough, SL1 0EH, or by telephone on 0300 555 0333, or by e-mail to [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk). Our complaints procedure gives details of the categories of person/organisation that are entitled to complain to the Legal Ombudsman, relevant timescales, and the possibility of the complaint being concluded by way of Alternative Dispute Resolution (ADR).

## **FILE HANDLING AND MANAGEMENT**

- **Responsibility For Your File**

Your file will be handled by the person named in the letter confirming instructions. Please ask for that person or their secretary when telephoning. Should it be necessary for your file to be transferred to another Fee Earner for any reason you will be notified immediately.

Sometimes your file may have to be transferred to a different member of staff either because of staff changes or re-organisation or because a different area of law may become involved. We will do our best to minimise any changes and will immediately notify you of any which may be necessary and the reason.

You will be kept informed from time to time as to the likely time scale of your transaction. However, for the avoidance of doubt, this agreement shall continue in full force and effect and the time for completion of it shall be deemed to extend until the transaction(s) or matter(s) to which it refers have been legally completed and all other formalities have been completed, and you have been notified that our file is to be closed.

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

In some circumstances, we may consider it necessary to stop acting for you, for example if 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, if you do not pay an interim bill or comply with our request for a payment on account. We must give you reasonable notice that we will stop acting for you.

We cannot accept continuing responsibility for reminding you of future changes in the law which may affect you or of future critical dates – for example rent review dates, lease renewal dates or the expiration of options or the dates for service of notices and the like – once we have completed the work we have been instructed to carry out.

- **Joint Instructions**

Where we are instructed by more than one individual or company to act for them jointly the instructions will be considered joint and several unless otherwise notified in writing. As a result, in the absence of such notification we shall be entitled to take instructions from any one of those instructing us and, equally, any one of them may be held responsible for payment of the whole of any monies due to us.

- **Cancellation Rights and Termination**

Distance contracts. If you gave your initial instructions to us at a meeting which took place at a venue other than our office, you have the right to cancel instructions without any cost to you within 14 days of our sending you our Client Engagement Letter ~~Terms of Business~~. You could cancel the agreement either by delivering a note cancelling your instructions to the office or by sending it by post, fax or email. We would refer you to

'The Consumer Contracts (Information, Cancellation and Additional Charges) Regulation 2013', which is legislation which requires us to give you certain information. These Regulations came into force on the 13<sup>th</sup> June 2014 and apply to Contracts entered into on or after that date.

You may not however cancel the agreement once we have, with your permission, started to do the work on your behalf. By signing and returning the form of acceptance sent to you with our Client Engagement letter you are agreeing that, to avoid any delay in the transaction, we may start work on your behalf straightaway and we do not have to wait for the cancellation period to expire.

As a Solicitors firm we are required to put our Clients' interests first. We will not knowingly act for two people with conflicting interests. Confidentiality in relation to our Clients' business is paramount and we endeavour to protect confidential information as far as possible.

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

In some circumstances, we may consider it necessary to stop acting for you, for example if 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, if you do not pay an interim bill or comply with our request for a payment on account. We must give you reasonable notice that we will stop acting for you.

- **Copyright**

Unless otherwise agreed in writing we retain the copyright in all written matter supplied to you as our client. Such matter is impliedly licensed on a non-exclusive basis for use by the client only and solely in respect of matters in which the firm is instructed. If material prepared by this firm is passed on or disclosed to third parties the client doing so accepts liability for the payment of proper professional charges for the use of such material and all expenses and losses incurred in enforcing our intellectual property rights.

- **Data Protection**

In the interests of efficiency much of the information you supply to us will be recorded on a computer system/server. By instructing us you are deemed to consent to this. We are registered under the Data Protection Act.

To assist us in keeping our records up to date and avoiding possible conflicts of interest, please ensure that the person handling your file has your full details including date of birth, current address and, in the case of corporate entities, their current registered office and registration number.

When your matter concludes, we will write to you confirming the final outcome and the consequences and any necessary action to be taken. We will account to you for money due or owed.

Wills are stored free of charge by our firm. Unfortunately, we are no longer able to retain Client's title deeds due to limited storage facilities and we will therefore forward these to you for safekeeping on completion of your matter.

There are circumstances where we are unable to store documents, which must be retained because they may be required for reference in the future. We will notify you of this requirement in the appropriate circumstances.

Files are retained in storage in line with the current Data Protection Legislation which states no longer than necessary. Please note that there are statutory and legal requirements that we take into consideration when the firm decides on how long to keep your information for. The type of work we have completed for you will dictate the length of retention. We will advise you of the retention period for your particular file in our file closure letter. If after closure and storage you require us to refer to your file or retrieve information from it, we will charge an administration fee which will be advised at the time of the request.

You may at any time request a copy of your papers. Please note that such a request will be treated separately to any Data Subject Access Request. All of the papers that belong to you as our client may be photocopied or scanned. Please note that any work belonging to the firm will not be disclosed to you unless relevant to do so.

Photocopying will be charged at 5p per page above 50 pages. Scanning will be charged at an hourly rate of £90.00 over and above 30 minutes and will be charged per 6-minute unit. Should you require a Data Subject Access Request instead please make this clear to the firm. This may not include a copy of the papers you require so please consider carefully what you would like to receive. A Data Subject Access Request provides "a right to see the information contained in personal data, rather than a right to see the documents that include that information." (The Information Commissioners Office, 2017)

For any and all file requests we will endeavour to complete the copying and send to you within 30 days of receiving the request. If the file is complex and this timescale is not able to be met, we will contact you to provide a more realistic timescale.

## **FINANCIAL ASPECTS**

When a Fee Earner accepts your request to give advice or is instructed to work for you a contract is formed, and you are primarily responsible for the firm's charges for all work done. The costs will consist of our firm's charges, VAT and money paid out on your behalf (*called disbursements*) such as Court fees, expenses and fees of outside professionals engaged to assist with your matter. If you wish to set a limit on the amount of your costs and expenses, you may do so but subject to this limit we will at our own initiative incur necessary cost or expense in order to progress your matter.

Very rarely in non-fixed costs matters will we be able to provide you with a firm written quotation for work to be carried out because many factors may occur which make it impossible for us to provide firm costs / disbursement predictions. We can however provide an estimate. We will notify you of the costs of your matter at regular intervals as the matter progresses.

### **• Calculating Fees**

Our fees are calculated on a computerised time costing system that records the work done on your file. Except where a fixed fee quotation applies (see below) this is the basis upon which you will be billed together with VAT at the current rate and any payments we have made on your behalf ("disbursements") and which have not been paid in advance (see below). Please note:-

1. We shall require to be put in funds for any fees (such as Court fees, Counsel's or expert witnesses' fees, search fees, Land Registry fees, Stamp Duty Land Tax or other similar charges), or any other disbursements which we have to pay on your behalf, prior to these being incurred and in any event prior to completion of the matter or transaction. We will notify you as and when such items become due. In some instances (where for example the time scale is likely to be short and/or disbursements are small) we will add them to your bill on conclusion.
2. Where we have given a fixed fee quotation (e.g. in residential conveyancing matters or the preparation of a will) our fees plus VAT and unpaid disbursements are due on completion of the transaction and we are entitled to deduct them from any funds which we may be holding on your behalf.
3. It must be understood that any fixed fee quotation covers all work normally associated with the matter or transaction specified. In the matter of the sale or purchase of residential property it includes work carried out in connection with any mortgage you may be taking up or paying off with a mainstream lending institution. It does not, however, cover any of the following:-
  - (a) Fees charged by your lending institution.
  - (b) Additional costs incurred by us having to deal with separate solicitors acting for your lending institution.
  - (c) Advice, correspondence or other work with regard to matters not directly connected with a sale or purchase, or not normally involved in a standard sale, purchase or mortgage. If any such matters should arise, we will notify you and provide an indication of any additional cost.
  - (d) Additional work required by reason of any property involved being leasehold or freehold subject to a rent and requiring us to correspond with freeholders or superior leaseholders or chief rent collectors and/or management company or their solicitors or agents, giving any notices which may be required, obtaining details of rent payments, compliance with covenants etc.

If any property involved in your transaction(s) is within (d) above, we will endeavour to give you a fixed quotation for additional costs once the facts are known.

4. Any fixed fee quotation assumes that the transaction or matter will proceed to completion. If it does not, we reserve the right to bill on a proportional basis for work done up to the date of the matter falling through. In all such matters we will advise you of the amount as soon as possible.
5. Where a fixed fee is not applicable, or where additional work is carried out in a fixed fee matter, fees payable under these Terms of Business will be calculated in accordance with our hourly charging rate and on the basis of units of 1/10<sup>th</sup> of an hour. Hourly rates are currently as per the schedule attached with our Client Engagement Letter, but they may be increased from time to time. Before applying any increase, we shall give you written notice. If we do not hear from you to the contrary within 7 days of notifying you, we shall assume that you wish us to continue to act for you in accordance with the revised rates.
6. In the case of additional work carried out in a fixed fee matter and chargeable as in paragraph 5 above, we will always try to give you an estimate in advance of any additional costs which may be incurred.

It is vitally important as you are funding your matter that you give careful consideration to the balance between mounting costs and the benefit to you of pursuing a particular issue and our advice in relation to cost/benefit risks.

- **Help With Payment Of Our Charges**

If your personal or financial circumstances have changed and you feel that you may have become eligible for Publicly Funded Legal Help when previously you were not, please raise this with the person in charge of your matter **as soon as possible**.

- **Payment Of Our Charges – Contentious matters**

We will send to you regular interim bills to help prevent costs building up without you realising it. We may deduct our fees and/or disbursements from funds that we hold on your behalf. It is the firm's usual practice to ask for:-

- i) An initial "Commencement of Work" Payment on account.
- ii) Thereafter regular instalments on account of our fees and for payment on account of any disbursements prior to them being incurred. Our accompanying letter details any payments on account sought or agreed. The reasoning behind this is that it helps to reduce the sums payable to us when interim and final bills are delivered. The level of instalment payments may be reviewed at our instigation if the work becomes very complex, urgent or requires a period of intense activity causing costs to mount quickly.

Unless it is agreed with you previously any account sent to you is payable within 30 days even if you are making monthly instalment payments which will be credited to the bill the outstanding balance must be discharged. We charge interest on any overdue sums and will also suspend further work on your behalf to avoid a debt situation escalating.

There may be exceptional circumstances in which we are prepared to allow payment to be delayed, for example if we can be certain of payment within an agreed time from a 3<sup>rd</sup> party or settlement monies. Such arrangement must be agreed and confirmed by us in writing. If not fulfilled, we revert back to you for the payment.

We have a lien over your documents until any unpaid bills are discharged.

AT THE OUTSET OF YOUR INSTRUCTIONS, YOU WILL NOTE THAT WE ASK YOU TO SIGN AND RETURN A NOTICE OF CHANGE FORM (ATTACHED TO THE BACK OF THE CLIENT ENGAGEMENT LETTER). IN THE EVENT OF FEES REMAINING UNPAID WE WOULD FILE THIS FORM AT COURT TO REMOVE OURSELVES FROM THE COURT RECORD AS YOUR REPRESENTATIVES. YOU WOULD THEN BE ACTING IN PERSON.

If you are unhappy with our charges, you should immediately try to resolve this with the person dealing with your matter. If you cannot do this, please ask for a review by the Supervising Director. You have the right to have your bill assessed by the Court under the provisions of the Solicitors Act 1974.

- **Costs Recovered & Costs Ordered To Be Paid (where applicable)**

If you obtain an Order for Costs against the other party, you should be aware that you may still be liable for some or all of your own costs. Your opponent may not be required to pay all your costs and can ask for the costs to be assessed by the Court. This is called Detailed Assessment. As a Private Client you will remain responsible for paying the difference between our final bill and what is actually paid and recovered from your opponent.

If you lose your case, you may be ordered to pay your opponent's costs as well as being responsible for this firm's costs. You can request assessment of your opponent's costs. Satisfying your opponent's costs will remain your private responsibility.

To give a measure of protection to a person with limited financial resources who has had a Costs Order made against them the Court can stipulate that the Order is not enforceable without special permission from the Court.

In certain types of cases, we may offer a 'no win no fee' agreement and full details will be provided on the availability of this scheme in appropriate circumstances.

- **Interest**

Fees, with VAT and unpaid disbursements, are payable on delivery of our bill. Interest may be charged on any balance unpaid at the expiration of one month from the date of invoice calculated on a daily basis at the rate of 4% above National Westminster Bank base rate current at the time of calculation. Additionally, if any bill is unpaid for seven days we may (a), in the case of an interim bill, decline to act further or to accept further instructions until payment has been received or (b), in the case of a final bill, decline to accept any new or further instructions from you.

If we hold money in our clients' account on your behalf, we are obliged in accordance with the Solicitors' Regulation Authority Accounts Rules 2019 to ensure that any money held is available for the purpose for which it is provided for and is therefore required to be placed in an instant access account. For this reason, any interest that will be paid on the funds held when appropriate, is unlikely to be as high as that obtainable by you, the client, depositing the funds yourself. When we hold money on your behalf, we will pay interest to you equivalent to the rate payable on an instant access account at the bank in which the funds are held except where the interest payable would not exceed £20.00. Funds may be placed in a designated client deposit account either at our discretion or upon a client's specific request, subject to a similar charge for administration.

When calculating interest due to you in respect of monies held on our general clients' account, it will be assumed that any funds received from you (otherwise than by electronic transfer into our account) will require 5 working days to clear.

- **Transmission of Funds and Other Bank Information**

We apply a charge (£35.00 plus VAT at the enforcement date of these Terms) for arranging a same day transfer of funds either to a third party (e.g. Bank or Building Society to repay a mortgage) or to your own account. This is made up in part of the fee charged by the Bank and in part the fee charged by ourselves for arranging and inputting the transfer. We will usually assume that funds payable to you are to be paid by way of cheque unless you request otherwise e.g. BACS.

A charge may also be made where any cheque received from you or on your behalf (other than from a debtor where we act for you in the collection of the debt) is dishonoured by the payer bank.

The firm holds its accounts with NatWest. The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation scheme for customers of deposit providers (banks, building societies, etc.). The FSCS can pay compensation (up to £85,000.00) to consumers if a deposit provider is unable, or likely to be unable, to pay claims against it. Some temporary high balances (up to £1,000,000.00) are also covered for up to six



months; these relate to balances in transactions involving property, marriage, divorce, redundancy, unfair dismissal, personal injury, a legacy from an estate of a deceased person or money held on behalf of a deceased person for the purpose of administering their estate. Please ask for further details if *you* require them. The £85,000 FSCS limit applies to an individual client, so if *you* hold other personal monies in the same deposit-taking institution as *our* client account, the limit remains £85,000 in total. Some deposit-taking institutions have several brands, i.e. where the same institution is trading under different names, so *you* should check with your deposit provider, the FCA or a financial adviser for more information. Further information regarding the FSCS can be found at [www.fscs.org.uk](http://www.fscs.org.uk), telephone number **0800 678 1100** or **020 7741 4100**.

Clients' funds are kept in a designated clients' account maintained with a Bank duly authorised to receive such deposits in England and Wales and in accordance with our Professional Rules. However, in the event of any loss resulting from a failure of that Bank or of the banking system generally our liability shall not exceed the minimum sum required to be covered by professional indemnity insurance.

- **Money Laundering**

Anti-Money Laundering Legislation requires the firm to obtain evidence of your identity, in the same way that a Bank / Building Society obtains identification evidence from someone seeking a mortgage. The identification evidence has to prove that you are who you claim to be and to confirm your address. We use electronic verification for clients as is now directed by the regulation, therefore we ask you to please provide both a current valid full Passport or photo-card Driving Licence (to prove identity) and a recent utility bill/bank or building society statement (to prove your current address). If you do not have either of the above, please contact us and we will advise on possible alternatives.

**Please attend the office in person with the original document(s) – do not send them to us.** We will photocopy them, verify them and retain the copies and return the original(s) to you. If you do not provide the evidence of identity, we would have to decline to act or cease acting for you. If (for example because of distance) you cannot bring evidence of identity in, please speak to us as alternative arrangements can be made.

Because of the money laundering legislation referred to above, if we become aware that a party to the matter might have "criminal property", for example the proceeds of tax evasion or benefit fraud, then we would have to make a report to the National Crime Agency (NCA). Were this to arise, such report would have to be made without notification to you, and the requirement for us to make this report would override the normal rule of client confidentiality.

Finally, because of the money laundering regulations referred to above:-

1. It is the policy of this firm not to receive a payment or payments in cash totalling more than £500.00 and;
2. We cannot agree to send money to a third party on your behalf.
3. If we incur further work as a result of any money laundering issue, we reserve the right to charge additionally at the appropriate rate

- **Fraud Prevention and Lawyer Verification**

In order to protect you against the ever-increasing risk of fraud our policy is to verify the identity of unknown third parties such as other law firms, individuals or organisations involved in your transaction. We may use a checking service to do this at a nominal cost which will be included as a disbursement in our account to you. If you do not wish us to carry out checks on your behalf you must tell us so at the outset. In matters where we are acting on behalf of your mortgage lender, they may require us to carry out such checks on your behalf in any event.

- **Financial, Insurance & Tax Advice**

Sometimes the work we carry out for you may involve investments or arranging insurance. 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 and insurance provided they are closely linked with the legal services we are providing to you as we are regulated by the SRA.

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 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 SRA. The register can be accessed via the Financial Conduct Authority web site at [www.fca.org.uk](http://www.fca.org.uk).

In the event of our recommending an insurance policy we confirm:

- That the market would be researched before any recommendation is made, and;
- That we would provide a “demands and needs” statement based on the information provided by you, along with reasons for recommending a policy.

We are also unable to give you detailed tax advice. If in the course of the work we are doing for you we identify a taxation issue which is outside our field of expertise we will advise you and if you so require recommend a suitable expert.

- **Mortgages**

Please note that, in most matters when acting upon the purchase and/or mortgage of residential property, in addition to acting for you we will also be instructed to act for the lender. We will be under a duty to inform your lender of any matter that is likely adversely to affect their security, including such things as previous mortgage arrears etc. If any such matter does arise, we will seek your authority to inform the lending institution and, if your authority is given, this may result in an amended mortgage offer being issued or, in some matters, the mortgage offer being withdrawn. If you do not give your authority for us to report any such matter, we would be unable to continue to act for you, or for your lender who would be notified accordingly.

It is the practice of many mortgage lenders to remit funds to us for completion by electronic bank transfer. Given that such transfers can be delayed through no fault of your lender or ourselves, we reserve the right to request funds for the day before legal completion so as to ensure that we are ready to complete within the strict time limits imposed by contract on the day of completion itself.

Some lenders now charge administration fees where instructions are received. If your chosen lender charges such a fee, then we will recover this from you as a disbursement.

- **Limitation of Liability**

In the unlikely event that we make a mistake in any matter, we confirm that the firm has insurance cover approved by the Solicitors Regulation Authority up to a limit of £5 million per claim. Information about the insurer, including their contact details and the territorial coverage, is available on request to us. The firm does not accept liability for any claim to the extent that it exceeds this amount. If you believe that your matter may involve a potential liability over £5 million, please inform us in writing, so that we can obtain a quotation for “top up” cover.

### **THIRD PARTIES**

- **Introducers**

We receive introductions by other organisations. Please be assured that our advice to you is entirely independent and you are free to raise questions on all aspects of the matter. We will not pass onto introducers any information you give us without your consent. If we act for the introducer in the same matter and a conflict of interest arises then we may be obliged to cease acting.

- **Experts and Other Outside Parties Handling Your Case**

If your matter requires input from an outside party such as a Barrister or Expert Witness, they will normally be chosen from our in-house approved Register updated regularly and which contains details of outside

Specialists/Experts who provide efficient and cost-effective services. Occasionally, we will have to search beyond our own Register for appropriate help and may refer to the Law Society's register or for a recommendation from one of our known Experts. Before confirming instructions to an Expert, you will be consulted as to the choice and be given details of costs. The cost of the Expert will become your obligation from the date we instruct them. Our practice therefore is to seek payment on account prior to instruction unless specific arrangements have otherwise been made with you and confirmed by us in writing.

- **Optional Third Parties**

In order to meet our regulatory responsibilities, we use an external party to conduct file reviews. This ensures that all files and matters are being progressed and concluded to the highest quality as expected by our clients. We will need your consent for this to happen. You can choose not to give consent for your file to be presented for audit and we will make sure that they do not have access.

### **ADDITIONAL INFORMATION**

As a Solicitors firm we are at all times governed by our Professional Rules and the Rules of Court. The professional rules relating to solicitors' firms, including the Code of Conduct, can be accessed on the website of the Solicitors Regulation Authority at [www.sra.org.uk/code-of-conduct.page](http://www.sra.org.uk/code-of-conduct.page)

This agreement shall be governed by English Law and shall be deemed to be within the jurisdiction of England and Wales. If you are resident outside England & Wales, we require you to supply us with an address for service within that jurisdiction which shall be deemed to be your address for service.

These Terms supersede any prior agreement, representation, arrangement or understanding between us relating to the Terms upon which we act for you. By instructing or continuing to instruct us, you are deemed to accept these Terms to the exclusion of any previous agreement representation arrangement or understanding.

When accepting instructions to act on behalf of a limited company, we may require a director and / or secretary and / or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such request is refused at any time, 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.

These Terms can only be altered in writing either in the form of notice in writing addressed to you or by submission of a notice in our reception or waiting areas.

