

TAYLORS LEGAL LIMITED

Our Terms and Conditions of Business

1. **OUR AIM:** We aim to offer all our clients quality legal advice, at a reasonable cost. As part of this commitment and in line with the professional rules of the Solicitors Regulation Authority (SRA), these are our terms and conditions of business that will govern our relationship with you.
2. **OUR HOURS OF BUSINESS:** Our Main office is 184 Manor Road, Chigwell, Essex, IG7 5PZ and Branch Office is Capital Gate, 320 New North Road, Hainault, Essex IG6 3ES. Our normal hours of opening are 9.00 am to 5.00 pm on weekdays (closed on Bank Holidays and between Christmas and New Year).
3. **OUR RESPONSIBILITIES**
 - a. **Standards**
 - i. As the heart of our business model are the following key principles which we believe help us to deliver the highest level of service to you:
 1. Approachable –We strive to remove the legal jargon from the process and offer you a service which is clear and digestible.
 2. Initiative - we aim to think commercially and deliver added value to your transaction. We also employ use of modern technology to make us shine from our competitors.
 3. Leader – We are proud leaders of the Market as we use technology to enhance your transaction – through our case management system, our completion programme which ensures our files are lender-compliant or our use of technology to verify clients' ID.
 4. Flexible – we pride ourselves in thinking outside the box and adapting processes to serve our client's needs, where commercially and efficiently possible
 5. Responsive: We work to clear timeframes and have a case management system which allows you access to your file 24 hours a day 7 days a week for around the clock updates.
 6. Friendly – we pride ourselves on offering a Family-led yet professional service, where you will be treated as an individual and not a number.
 7. Available – We strive to be as available and responsive as possible to attend to you in person or by email or telephone
 - ii. Online conveyancing updates: Upon instructing us on a Conveyancing Matter you will be given unique log in details to our Case Management System through which you can share documents and track the progress of your case 24 hours a day 7 days a week.
 - b. **Confidentiality**
 - i. Solicitors have a professional and legal obligation to keep the affairs of the client confidential. However, this obligation is subject to a statutory

exception. Legislation on anti-money laundering and counter terrorist financing has placed us under a legal duty in certain circumstances to disclose information to the National Crime Agency (NCA) in line with The Proceeds of Crime Act (POCA) 2002.

- ii. Under the terms of POCA, solicitors are under a very strict duty to disclose to the appropriate authority any knowledge or reasonable suspicion that a client may be involved in a criminal activity. This could range from, for example, drug trafficking and money laundering to tax evasion and benefit fraud. We may not be in a position to inform you, the client, that a report has been made if it could assist in the furtherance of the criminal activity or disrupt any investigation into the crime.
 - iii. As part of our quality assurance procedures your file may from time to time be reviewed by another member of the Company or by an external auditor. In addition, we are subject to external audits to confirm our compliance with the Lexcel standard, SRA Codes of Conduct (<https://www.sra.org.uk/solicitors/standards-regulations/>) and the SRA Accounts Rules. We will aim to obtain a confidentiality agreement with the third party, where appropriate. If you do not wish any information from your file to be made available in such circumstances, please let us know in writing. In the absence of any such notice your consent and authority to audit or independent review will be assumed to have been given.
 - iv. We may outsource legal activities or any operational functions. We will always seek a confidentiality agreement with any such outsourced providers. By accepting these terms you consent to disclosure in the above circumstances. This is strictly on the basis that the third parties will be required to maintain confidentiality in relation to your files
- c. **Conflicts of interests:** if during the course of a matter a conflict of interests prevents us from continuing to act for you, we will tell you immediately. You agree to pay our fees, disbursements and expenses up to the date of any such transfer.
- d. **What we will not do**
- i. Review your insurance policies to determine the possibility of coverage for any of your legal costs, notify your insurance carriers about the matter, or advise you about your disclosure obligations (excluding your disclosure obligations to your opponent in the case of litigation) concerning the matter under any securities law or any other applicable law.
 - ii. Advise on any other branch of law which is not directly relevant to the matter on which you are instructing us.
 - iii. Advise on tax-related issues or the tax implications of any transaction, nor on pensions or pension-related issues, nor provide any financial advice of any kind, including SDLT.

- e. **Commission:** If we refer you to a third party, we may receive a commission and we will inform you accordingly, when relevant. Unless we have agreed otherwise with you, we shall credit your account with any commission of more than £20 in accordance with SRA rules.
- f. **Outsourcing:** Certain aspects of your file maybe conducted by our outsourcing company. This Company is based overseas. You will not have any direct contact with the Company. Any work conducted by the Outsourcing Company is regulated and approved and your statutory rights will not be impacted. Should you require further information please contact our Practice Manager.

4. YOUR RESPONSIBILITIES

- a. **Your Role:** You can help us to do our best for you in a variety of ways. This includes:
 - i. Providing us with relevant information in a timely manner.
 - ii. telling us immediately if your circumstances change
 - iii. letting us know immediately if any advice we have given is unclear
 - iv. telling us if you wish to change our means of communicating with you
 - v. Keeping us informed of any changes to your contact details whilst you are a client, as we may need to contact you urgently.

5. COMMUNICATIONS

- a. You agree that we may contact you (or someone on your behalf where agreed) by post, fax, telephone or any electronic means (including email or instant messaging) as may be convenient in order to provide legal services to you from time to time. We prefer to use email, but we will try to accommodate your preferences where possible.

6. COSTS INFORMATION

- a. The Letter of Engagement details the fee estimate for your transaction – this maybe a fixed fee or based on an hourly rate.
- b. Where applicable, VAT will be added to our invoice at the rate that applies when the invoice is raised. Currently, VAT is 20%. Our VAT number is: 235194313
- c. Transferring funds: We make an administration charge for transferring funds electronically of £36. This will apply to each transfer we make on your transaction. If we are required to make an international payment we will charge £60 to you, the client.
- d. **Disbursements (expenses):** These are costs paid to others on your behalf, details of which are set out in the Estimate provided (this is not an exhaustive list and other disbursements may arise during the course of the transaction).
Please note that:

- i. These costs are in addition to our fees
 - ii. The costs are set by others and may therefore maybe subject to change from time to time
 - iii. We will not pay these unless you have first given us money to cover them
- e. Funds on account held by us on your behalf
 - i. All funds paid on account will be placed in our client account and will be held in accordance with the SRA Accounts Rules and the SRA Codes of Conduct.
 - ii. You agree that we may send you invoices while the matter is unfinished and that the amount of each such invoice is then to be paid to us by you in full.
 - iii. Unless otherwise agreed in writing/email, payments to us should be made from your bank account.
 - iv. Subject to certain minimum amounts (currently £40) and periods of time set out in the SRA Accounts Rules, we will pay you interest on funds held by us for you, when it is fair and reasonable to do so in all the circumstances. The period for which interest will be paid will normally run from the date on which the funds are received by us until the date of issue of any payment from our client account.
 - v. Please note that we will not be liable for any loss of money due to banking failure.
- f. **Abortive matters:** if for any reason, your transaction does not reach its conclusion we are entitled to charge for work done and expenses incurred.
 - i. Conveyancing matters: You will be charged a percentage of the Estimate based on the amount of work completed. By way of example, if the matter is aborted before we have received contract documentation, we will charge 25 per cent of the fee quoted but once we have received and considered the contract documentation, we will charge 75 per cent of the fee quoted.
 - ii. For any matters based on our hourly charge out rates, we shall charge for our fees on the basis of the time we have already expended and costs incurred.
- g. **Cost estimates:**
- h. The estimate is based on our initial understanding of the work entailed. This may change as the matter progresses. Therefore the Cost Estimate may change to reflect the same. Our Letter of Engagement will provide as much detail as is available at the time and we will keep you informed and review the situation with you. However, the Estimate provided does not in any way set an upper limit on the total costs for a given matter and is not intended to be binding.

i. Hourly charges rate

- i. If we have agreed with you that we shall undertake your matter on the basis of our Hourly Charge Rates, our fees will be based on the time actually spent by our lawyers (Solicitor or Licensed Conveyancer) in respect of any work they carry out on your behalf.
- ii. The current hourly rates for the lawyers handling your matter will have been set out in the Letter of Engagement.
- iii. Time spent on your case may include any of the following: considering, preparing, working and responding to papers and correspondence; meetings; advice given, making and receiving telephone calls; time spent travelling and waiting.
- iv. Routine letters sent are charged as six minute units of time (1/10th of an hour, 10% of the hourly rate), as is time spent on making and receiving routine telephone calls. Routine letters received are charged as three minute units (1/20th of an hour, 5% of the hourly rate). Other letters and telephone calls will be charged on a time basis.
- v. From time to time, but at least annually, we may review the hourly rates. We will notify you in writing of any variation in the rate before it takes effect.

7. INVOICES

- a. Invoices are due for payment within 14 days of the invoice being sent to you. Late payment may result in interest being charged on the unpaid invoice amount. Interest will be calculated on a daily basis starting from 14 days after the invoice was sent.
- b. Conveyancing Invoices are normally payable on completion. For other work, and depending on the nature of your matter, we will normally send you interim bills, typically on a monthly basis, to assist you with your budgeting. The accompanying Letter of Engagement will provide the necessary detail.
- c. If you fail to pay an invoice, we are entitled (subject only to our obligation to the court and our professional body) to cease acting for you in all matters in which we are instructed and to send you an account in respect of all work carried out to date. We are also entitled to exercise a legal right (known as a solicitors' lien) to hold your papers and documents until such time as our outstanding invoices are paid in full.

8. OUR LIABILITY TO YOU

- a. Professional Indemnity Insurance: Like all solicitors we have Professional Indemnity Insurance under which we are insured against any loss or damage caused by our negligence up to a limit of £3 million. You expressly agree to limit any single claim against this Firm arising from any one matter to a limit of £3 million. We shall not be liable to you for any of the following: loss of business, profit, data, goodwill or reputation; loss of any anticipated savings or gains; or any special, indirect or consequential loss for any loss, damage or delay arising

out of our compliance with any statutory or regulatory requirement, if we are unable to perform our services as a result of any cause beyond our reasonable control.

- b. The details of our insurer are as follows: International General Insurance Company (UK) LTD, Forum House, 15-18 Lime Street London EC3M 7AN. We are insured to operate worldwide. A full hard copy of our insurance is available to view at our offices upon request.
- c. Financial Services: Whilst Taylors Legal is not authorised by the Financial Conduct Authority (FCA), we are listed on their Register to carry out insurance mediation activity. The Register can be accessed via the FCA website. This part of our business including arrangements for complaints and redress if something goes wrong is regulated by the SRA.

9. REGULATORY MATTERS

- a. We are authorised and regulated by the Solicitors Regulation Authority (SRA). Our services will be performed in accordance with the SRA Codes of Conduct details of which can be found on the SRA website at www.sra.org.uk, under “Standards and Regulations”
- b. **Data Protection/ General Data Protection Regulation (GDPR):**Data Protection legislation requires us to advise you that we will need to hold personal data about you. Please refer to our Privacy Policy on our website for full details. It is very important that you read the Privacy Policy carefully and understand it: it contains important information about your rights under data protection legislation. In order to allow us to progress your work, we need your consent to process your personal data. By completing the Instruction Forms/GDPR Form, you will be providing your consent to the Privacy Policy.
- c. **Stopping your consent:** You have a right to stop us processing your data and another form is supplied at the end of our Terms and Conditions of Business for you to keep in case you want to use it in the future. (Please do not sign and return both forms at the same time). The form for stopping us processing your data is only needed if you want us to stop using your data: if you send us this form we cannot do any further work on your file.
- d. **Anti-money laundering:** Client identification and verification: We are required by law to carry out certain checks to verify the identification of our clients.
 - i. Clients who are individuals: we will require a copy of the following original documents, the detail of which shall then be confirmed by means of a soft footprint search:
 1. Current passport or full driving licence (provided it has a photograph); and
 2. Current utility or similar bill with your name and home address on it (dated within three months);
 - ii. Where we are acting for a company or other legal entity, we will also need:

1. a copy of the constitution (usually Memorandum and Articles of Association)
 2. the formal certificate recording its incorporation
 3. a list of the shareholders/members, directors and secretary, together with the personal identification referred to above in respect of the two most active officers and the person instructing us (if different).
- e. Payments by cash and personal cheque (Not our preferred form of payment)
- i. To enable us to comply with anti-money laundering legislation and for general security reasons, we have to limit the amount of cash we are prepared to accept during the course of your transaction.
 - ii. The maximum amount of cash we are able to accept is £400 for a given matter for a client. Beyond this, any payments to us must normally be by way of electronic bank transfer.
 - iii. We will generally accept personal cheques to any value, subject to the limitations of 9.4.4 below. However, unless the entire payment is in settlement of our charges and any expenses that we have already paid out on your behalf, we reserve the right to allow five working days for these to clear before we are able to draw on them.
 - iv. We can only receive funds if they relate to the conduct of legal work by us in connection with the matter we are dealing with on your behalf. We are not able to act as a bank by simply receiving and/or forwarding funds.
- f. **The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013: Your right to cancel**
- i. You have the right to cancel this contract (without giving any reason) at any time during the 14 days starting the day after you return this copy letter, signed by you, to us. The contract will start from the day we receive the signed letter from you. To exercise the right to cancel, you must inform us (please use the contact details in the Letter of Engagement) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email). You can use the attached form, but you do not have to. To meet the cancellation deadline, it is sufficient for you to send your letter cancelling this contract before the cancellation period has expired.
 - ii. If you would like us to start your work before the end of the cancellation period, please tell us in writing. Even if you do this, you can still tell us to stop working for you at any time, whether before or after the cancellation period, but you may have to pay our fees up to that point, as we have explained. If you cancel this contract, we will return to you all payments received from you, but we may make a charge to reflect the work done if you requested us to begin the work during the cancellation period. In that case you will pay us an amount which is in proportion to what has been done at your request up to the point of cancellation. We will make the

reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly asked otherwise; in any event, you will not incur any fees as a result of the reimbursement.

- g. DIVERSITY AND EQUALITY** This Company is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. We have a written policy on Equality and Diversity. Please contact us if you would like a copy.
- h. IF YOU WANT US TO STOP ACTING FOR YOU**

 - i. Should you wish us to cease work we will require confirmation in writing.
 - ii. In some circumstances we may decide to stop acting for you, but only with good reason. For example, if we are professionally unable to follow your instructions, if there is a conflict of interest, if you fail to provide suitable instructions, if you do not pay an invoice, if you do not comply with our requests for a payment on account, or in the event of a breakdown in confidence between you and us.
 - iii. We will normally give you reasonable notice that we will stop acting for you.
 - iv. In some cases, we will request the Court to approve our decision to stop acting. In such a circumstance we may need to provide otherwise confidential information to a Judge or other Court officer.
 - v. If you, or we, decide that we will no longer act for you, you agree to pay our fees for work completed up to the date we stop acting, together with any disbursements, on the basis set out above.
- i. STORAGE OF PAPERS AND DOCUMENTS**

 - i. At the end of your instructions you are entitled to request the return of your papers. Subject to our Lien, which entitles us to keep all such papers and documents while there is money owing to us, we will return to you, at your request, your file of papers consisting of all correspondence sent and received on your behalf and copies of relevant documents produced and received during the course of your instructions.
 - ii. You are not entitled to and we will not deliver to you, copies of internal emails, notes, memoranda, drafts and other documents prepared for our internal purposes.
 - iii. If you collect all such documents soon after the conclusion of your matter, and before all such documents have been sent to storage, no charge will be made. However, if you request the documents to be sent to you or elsewhere, or you request them after they have been sent to storage, an administration charge of at least £75 plus VAT will apply. Since we operate on a paperless basis generally, we will also charge a fee for photocopying per page if you require your file to be provided in hard copy rather than electronically. (Printed copies cost 20p per page in duplex, 30p per page for

each single sheet. This is in addition on top of the minimum charge for collating the file.)

- iv. With the exception of any of your papers and documents which you ask to be returned to you, we will keep our file of matter(s) in paper and/or electronic form for at least six years. The file is kept on the understanding that we have authority to destroy it (without notifying you) six years after the date on which your matter was legally completed.

j. **COMPLAINTS:** Your right to complain

- i. We are confident of providing a high quality legal service to our clients. However, if you have any queries or concerns about work undertaken for you or about an invoice, please raise them in the first instance either with the person who is handling your matter or with the supervisor identified in the Letter of Engagement. If you cannot resolve matters on an informal basis or would prefer not to speak to the Supervising Partner, please contact Nicola Taylor, our Client Relationship Partner. If for any reason Ms Taylor is not available, or your concerns are about her, Nicola Daniel will deal with your complaint. Ms Taylor can be contacted at nicola.taylor@taylorslegal.com and Ms Daniel at nicola.daniel@taylorslegal.com.
- ii. It is important that you raise any concerns with us immediately. We value our clients and would like to know if you have reason to be unhappy with us. A copy of our Complaints Handling Policy and Procedure is available, on request and is also on our website.
- iii. If initial informal discussions fail to solve the problem, you should address your concerns formally to the Client Relationship Director, who will provide you with a copy of our Complaints Handling Procedure, if you have not already requested one. This document outlines the procedure should you then decide to proceed with a formal complaint.
- iv. We always aim to handle any complaint fairly, effectively, without charge and in accordance with our Complaints Handling Procedure. In the event that you do not feel, at the conclusion of our Complaints Handling Procedure, that we have addressed your complaint to your satisfaction, you have a right to refer your complaint to the Legal Ombudsman, who can be contacted on their helpline, 0300 555 0333 if calling within the UK, +44 121 245 3050 if calling from overseas, via email at enquiries@legalombudsman.org.uk or in writing to their address at Legal Ombudsman, P O Box 6806 Wolverhampton WV1 9WJ. The Legal Ombudsman investigates complaints about service issues with lawyers. Their service is free.
- v. If your complaint relates to an invoice, you may also have a right to object to the invoice by applying to the court for an assessment of the invoice under Part III of the Solicitors Act 1974. We must advise you that if all or part of an invoice remains unpaid we may be entitled to charge interest.

- vi. Any complaint to the Legal Ombudsman about our service, including costs, must be made within six months of the date of our final written response to your complaint and ordinarily must also be made within six years from the act or omission complained of; or three years from when you should reasonably have known there was a cause for complaint without taking advice from a third party.
- k. **JURISDICTION:** Our Letter of Engagement and these Standard Terms of Business which together form the Agreement between you and us under the laws of England and Wales. We and you agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this agreement or its subject matter (including non-contractual disputes or claims).
- l. **ENTIRE AGREEMENT AND VARIATION:** Our Terms and Conditions of Business, together with the accompanying Letter of Engagement, comprise the entire agreement between you and us and no variation shall be binding on us unless in writing. If in conflict with the Letter of Engagement, (unless and to the extent that the Letter of Engagement expresses the intention to override), Our Terms and Conditions of Business shall prevail.
- m. **AGREEMENT**
 - i. Unless otherwise agreed, Our Terms and Conditions of Business apply to any future instructions you give us pursuant to, or supplemental to, the accompanying Letter of Engagement, subject only to any review of our charging rates notified to you.
 - ii. Although your continuing instructions in this matter will amount to acceptance of Our Terms and Conditions of Business and the accompanying Letter of Engagement, please sign and date, and return the form provided to show that you understand the basis on which we act for you. We may not be able to start work on your behalf until we receive the signed form