

## **T G Baynes Solicitors Client Care Guide for Residential Conveyancing**

This Guide, the enclosed Terms and Conditions of Business together with this firm's Privacy Notice comprise the terms upon which T G Baynes will accept instructions from you in respect of the provision of Residential Conveyancing (i.e. sales, purchases, re-mortgages and equity transfers).

- 1.1. A conveyancer will be assigned to your matter once we receive your completed instructions forms and appropriate identification documents. We shall notify you of the name and contact details of the conveyancer representing you on receipt of formal instructions.
- 1.2. The average length of time to reach completion (i.e. the moving day) is 10-12 weeks. A typical re-mortgage will take 4 weeks from receipt of mortgage offer. We will always do our best to try to meet a deadline that you may be working towards, but there are a variety of factors that can affect the time scale involved in completing a transaction; for example:
  - 1.2.1. the number of parties in the conveyancing chain. Sometimes this can cause delay in the process especially if the chain breaks down at any point;
  - 1.2.2. all of the parties securing mortgage funding (if necessary). Delays can take place while this is arranged;
  - 1.2.3. agreeing a completion date if different parties have different priorities;
  - 1.2.4. surveys revealing unforeseen structural problems which may require further investigation such as specialist reports in relation to damp proofing, electrical work or defective central heating.
- 1.3. A broad outline of the work comprised in a conveyancing transaction is: -
  - 1.3.1. supplying information to a buyer and obtaining it from a seller;
  - 1.3.2. checking that a seller has good title;
  - 1.3.3. agreeing the terms of a contract for sale and purchase;
  - 1.3.4. when everyone is ready; agreeing a completion (moving) date and exchanging contracts;
  - 1.3.5. making pre-completion arrangements, signing transfers and making further searches;
  - 1.3.6. obtaining a repayment figure on any 'old' mortgage and arranging receipt of the money in relation to any 'new' mortgage;
  - 1.3.7. on moving day:
    - 1.3.7.1.1. receiving the sale money from your buyer;
    - 1.3.7.1.2. paying off your old mortgage;
    - 1.3.7.1.3. paying for your new house;
    - 1.3.7.1.4. sending any surplus money to you.
  - 1.3.8. registering your ownership at the Land Registry and informing you when we receive the Title Information Document;
  - 1.3.9. acting for your lender to ensure that their interests are properly protected.
- 1.4. You may be aware that the Government has expressed a determination to eradicate money laundering; which is the process by which proceeds of criminal activity are changed to appear to originate from a legitimate source. The Government is taking far-reaching steps to identify those in possession of and/or seeking to utilise any funds or property that represent the proceeds of crime and the clauses set out in 7 of our enclosed Terms of Business contain further information in this regard.
- 1.5. Please bear in mind that completion of your transaction may be delayed if payment is not made by the requested method e.g. banker's draft or CHAPS payment.
- 1.6. The cost of an electronic search, as set out in clause 7.4 of our Terms of Business, is detailed in your estimate.
- 1.7. Our standard sale, purchase, remortgage and transfer of equity questionnaires contain a section for you to provide your bank account details should any proceeds of sale or surplus funds be due back to you on completion. Please provide full details now to avoid any delay sending funds to you. We will not accept bank details by e-mail and we will not accept any variation to the bank details you provide in the forms by e-mail. Please ensure the bank details you provide are your bank details. We will not make any payments to a third party.
- 1.8. Please return any sale, purchase, re-mortgage or transfer of equity questionnaires to us promptly
- 1.9. Please return any Property Information and Contents Forms duly completed as soon as possible.

- 1.10. In the unlikely event you are dissatisfied with the service you receive, please refer to Clause 23 of our Terms and Conditions of Business herewith.
- 1.11. We shall try to avoid changing the people who handle your work; but if this cannot be avoided, we will inform you promptly of the name of the person to whom your matter has been transferred.
- 1.12. You will have received an estimate of our fees with the accompanying letter. The estimate of the final fee is based on the value of the property being bought or sold in conjunction with the amount of time we estimate that your matter should take to complete. The estimate of time taken for a freehold matter is 5 hours and for leasehold matters, 6 hours.
- 1.13. We shall do all we can to complete the work within the cost estimate given at the outset of the matter. If, however, we discover that your matter is becoming protracted, we shall contact you as soon as possible with a revised estimate of fees.
- 1.14. The estimate of fees you have received includes provision for the work that we will carry out on your behalf in connection with one existing mortgage on any sale or re-mortgage and one new mortgage on any purchase or re-mortgage. Repayment of further existing mortgage(s) or completion of subsequent new mortgage(s) will incur additional fees.
- 1.15. The hourly rate charged for lawyers carrying out residential conveyancing is £140.00 per hour (plus VAT) and £60.00 per hour (plus VAT) for tasks carried out by conveyancing assistants. Tasks undertaken after any we have sent any revised estimate of fees to you will be charged at the current rate for the fee earner or assistant carrying them out. The hourly rates set out are normally reviewed annually and take effect from 1 May in each year. We will advise you in writing of details of any revision of rates occurring during the conduct of your matter.
- 1.16. Where the initial cost estimate is exceeded, and we have notified you with a revised estimate of fees, letters written and received and telephone calls made and received will be charged for either in single or multiple units comprising 1/10<sup>th</sup> of an hour.
- 1.17. Should your transaction fail to proceed to completion, our fee will be calculated either as:
- 1.17.1. a proportion of the estimated fee based on the stage the transaction has reached; or
- 1.17.2. the actual time recorded; whichever shall be the greater.
- 1.17.3. VAT will be added to the fee. Any disbursements incurred (i.e. payments made on your behalf) will also be chargeable.
- 1.18. The estimate of our fees includes conventional work associated with your matter. Additional complexity may involve an additional service from the list set out below. As you will see execution of these tasks is based on a 'menu pricing' system.
- 1.19. The timing of completion may incur an additional fee. As you will be aware, the point at which you become legally bound in your transaction is called 'Exchange of Contracts'. Immediately before exchange of contracts, a 'completion date' i.e. moving date is agreed and that date becomes a term of the contract. There is a considerable amount of work that takes place between exchange of contracts and completion. If that period is reduced to less than 10 working days, additional work is created in terms of 'progress-chasing' to ensure that your matter is ready to complete on time. Should you agree to complete your transaction on a date which leaves ten or less working days between exchange of contracts and completion, each transaction will incur an additional fee of £95.00 plus VAT. Should you agree to a simultaneous exchange and completion, i.e. exchange and completion on the same day, each transaction will incur an additional fee of £150.00 plus VAT.
- 1.20. Other matters which will attract additional fees are: -
- |   |         |           |
|---|---------|-----------|
| 1.20.1. Redemption of outstanding loan by CHAPS payment                 | £40.00  | plus VAT; |
| 1.20.2. Payment of sale proceeds to yourself or others by CHAPS payment | £40.00  | plus VAT; |
| 1.20.3. Discharge of Second or subsequent Legal Charge                  | £150.00 | plus VAT; |
| 1.20.4. Preparation of a Power of Attorney                              | £200.00 | plus VAT; |
| 1.20.5. Preparation of a Deed of Trust                                  | £250.00 | plus VAT; |
| 1.20.6. Preparation of a Deed of Postponement                           | £200.00 | plus VAT; |
| 1.20.7. Preparation of a Deed of Variation to a Lease                   | £450.00 | plus VAT; |
| 1.20.8. Approval of a Deed of Variation to a Lease                      | £350.00 | plus VAT; |
| 1.20.9. Preparation of a Legal Charge                                   | £350.00 | plus VAT; |
| 1.20.10. Preparation of a Deed of Rectification                         | £450.00 | plus VAT; |
| 1.20.11. Approval of a Deed of Rectification                            | £350.00 | plus VAT; |
| 1.20.12. Preparation of an Assured Shorthold Tenancy Agreement          | £450.00 | plus VAT; |
| 1.20.13. Approval of an Assured Shorthold Tenancy Agreement             | £350.00 | plus VAT; |

1.20.14. Preparation of a Deed of Easement to grant rights	£450.00	plus VAT;
1.20.15. Preparation of a Declaration of Solvency	£175.00	plus VAT;
1.20.16. Preparation of a Statutory Declaration	£250.00	plus VAT;
1.20.17. Arrangement and/or approval of an Indemnity Policy	£150.00	plus VAT;
1.20.18. Prepare Adult Occupier Declaration(s)	£50.00	plus VAT;
1.20.19. Approval of an Unregistered Title	£250.00	plus VAT;
1.20.20. Preparation of an Epite of Title	£250.00	plus VAT;
1.20.21. Dealing with a Deed of Covenant/Licence to assign	£100.00	plus VAT;
1.20.22. Supplemental charge for acting on a New Build property	£250.00	plus VAT;
1.20.23. Supplemental charge for acting on a Shared Ownership property	£250.00	plus VAT;
1.20.24. Approval of a Statutory Declaration	£150.00	plus VAT;
1.20.25. Preparation of an Occupier's Consent form	£50.00	plus VAT;
1.20.26. Discharge of Cautions or Notices	£75.00	plus VAT;
1.20.27. Simultaneous Exchange and Completion	£150.00	plus VAT;
1.20.28. Approval of a Legal Charge	£240.00	plus VAT;
1.20.29. Approval of a Deed of Easement	£250.00	plus VAT;
1.20.30. Discharge of a Restriction	£175.00	plus VAT;
1.20.31. Dealing with a Management Company on Freehold Transactions	£200.00	plus VAT;
1.20.32. Dealing with parties separately requiring duplicate correspondence	£200.00	plus VAT;
1.20.33. Dealing with third party Solicitors instructed on a connected transaction	£150.00	plus VAT;
1.20.34. Dealing with a Deed of Assignment	£175.00	plus VAT;
1.20.35. Additional correspondence with Donors of a gifted deposit	£100.00	plus VAT;
1.20.36. Applying for the Bonus on a Help to Buy ISA	£50.00	plus VAT;
1.20.37. Supplemental charge for acting for Paragon Mortgages	£250.00	plus VAT;
1.20.38. Approval of a Transfer of Part and creation of a new title	£250.00	plus VAT;
1.20.39. Preparation or Approval of a Deed of Priority	£200.00	plus VAT;

- 1.21. Our bill will be rendered before completion (or at the point that the transaction fails to proceed). Please note that there may be further disbursements which may have been incurred but are presently unaware.
- 1.22. Unless we have agreed an alternative arrangement which we have confirmed in writing, our fees will be based on the provisions of 1.12 – 1.20.
- 1.23. Please refer to clause 10 of our enclosed Terms and Conditions of Business detailing our payment arrangements should you not pay our bill on completion of the transaction.
- 1.24. Where you obtain mortgage or other borrowing from a lender we will request that they forward the money to us 2 working days before completion to avoid delays. You should note that a lender will charge interest from the date the funds leave their bank for transmission to ours.
- 1.25. We would normally expect to be instructed by your lender to act on their behalf also. If so, we are bound to pass them information you give us which might be relevant to their decision to finance the purchase. If you tell us things that you do not want your lender to know, and they are relevant, we may have to stop acting for the lender and possibly you.
- 1.26. We will decide to stop acting for you only with good reason and on giving reasonable notice.
- 1.27. If you or we decide that we will stop acting for you, you will pay our fee on an hourly basis and pay disbursements as set out earlier.
- 1.28. 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.
- 1.29. Please note that this firm 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 this firm conducts business, and the firm will provide these to you on request.
- 1.30. 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-mail or similar electronically-created message without first having received separate confirmation. In particular, we will not accept bank details to pay money to you contained solely in an e-mail. Clause 19 of our enclosed Terms and Conditions of Business gives further details as to communication and progress.

1.31. As confirmation that you would like us to proceed on this basis, I should be grateful if you would sign and return to me:

- The duplicate of this Client Care Guide; and
- the duplicate of the Terms and Conditions of Business; and
- the duplicate of the Privacy Notice

This is an important document which we urge you to keep in a safe place for future reference.

I/We confirm that I/we have read, understood and accept the terms set out in the Client Care Guide above.

Signature: Print Name: Date:	Signature: Print Name: Date:
Signature: Print Name: Date:	Signature: Print Name: Date:

# TERMS AND CONDITIONS OF BUSINESS

## 1. OUR HOURS OF BUSINESS

1.1 Our offices are located at Bexleyheath, Dartford, Orpington, Welling and Sidcup. Our office at Welling is in practice under the name Gough Clinton and Broom. Our office at Sidcup is in practice under the name Braund & Fedrick. A postal address, telephone number, fax number and e-mail address for Bexleyheath, Dartford and Orpington can be found at [www.tgbaynes.com](http://www.tgbaynes.com) and each office's letterhead displays its own contact and accreditation details. All our offices are closed at weekends and on bank holidays.

1.2 The normal hours of opening at our offices are between 9:00am and 5:30pm on weekdays (9:00am – 5:00pm at the Welling Office). When we consider it is essential, appointments can be arranged at other times. Outside the hours of 9.00am and 5.30pm, messages can be left on the answer phone for individual direct dial contact numbers, but not on the main switchboard number.

## 2. OUR AIM AND LEVEL OF SERVICE

2.1 We aim to offer our clients quality legal advice with a personal service at a fair cost. As a start, we hope it is helpful to you to set out the basis on which we will provide our professional services.

2.2 Please contact us if you require a large print copy of this document to be made available to you.

## 3. EQUALITY AND DIVERSITY

3.1 We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity Policy.

## 4. PEOPLE RESPONSIBLE FOR YOUR WORK

4.1 We will inform you of the name and status of the person dealing with your work and the name of their supervisor. We will try to avoid changing the people who handle your work but if this cannot be avoided, we will tell you promptly of any change and why it may be necessary.

## 5. RESPONSIBILITIES

5.1 To achieve the best possible outcome in your case, we need to work together with you. We will:

- Review your matter regularly;
- Advise you on the law;
- Follow your instructions; and
- In matters of litigation, whenever there is a material change in circumstances, we will update you on the likely outcome and likely costs and risks associated with your matter.

5.2 You need to:

- Provide us with clear and timely instructions;
- In litigation matters, keep safe any documents which the court or the solicitors acting for any other party involved with your matter require, and provide them to us when required.
- Deal promptly with all requests for money on account; and
- Settle all bills (interim and final) within 28 days of presentation.

5.3 If we become aware of any restriction upon our ability to act for you, we will write to you with an explanation.

## 6. LIMITED COMPANIES

6.1 When accepting instructions to act on behalf of a limited company, we may require a Director or Directors and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. 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 below.

## 7. IDENTITY, DISCLOSURE AND CONFIDENTIALITY REQUIREMENTS

7.1 We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent.

7.2 We will ask you to produce two separate documents of identity (three if you are a non UK resident) from the following lists. You must produce one document from Section A and a different document from Section B (two different documents from section B if you are a non UK resident). The same document cannot be used to confirm name and address. Originals required: Internet print-outs are not accepted.

Section 'A' (to confirm name)

- Current full signed passport
- Current UK driving licence (full old paper version)
- Current UK photo card driving licence (full or provisional)
- H.M. Revenue & Customs tax code notification
- Original notification letter from DWP / Benefits Agency confirming client's rights to benefits

Section 'B' (to confirm address)

*Terms and Conditions of Business (v17 : March 2019)*

- Current council tax bill

- Bank/building society/credit union passbook or statement not more than 3 months old showing current address
- Current UK photo card driving licence (full or provisional)
- Local council rent card or tenancy agreement
- Utility bill (NOT RELATED TO MOBILE PHONE) – not more than 3 months old
- Most recent original mortgage statement from a recognised lender
- Original notification letter from DWP / Benefits Agency confirming client's right to benefits

7.3 In the case of UK companies, evidence of identity will be needed from one Director or Shareholder. This will normally be from the individual who is instructing this firm or has an active part in the management or control of the company.

7.4 Please note that in order to fully comply with Money Laundering Regulations we will commission an electronic search to verify your identity. The cost of the search per name is detailed in your estimate and we should be able to conduct the search from the original identification documents you are required to supply in order to open your file.

7.5 Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception: legislation on money laundering and terrorist financing (the Proceeds of Crime Act 2002 and the accompanying Money Laundering Regulations 2017) has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency.

7.6 Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a disclosure. If, while we are acting for you, it becomes necessary to make such a disclosure, we may not be able to inform you that it has been made, or of the reasons for it, because the law prohibits "tipping off". This means that we would be prohibited from discussing the matter further with you until permission was given for us to do so. We may also be prevented from acting for you further without explanation.

7.7 Please ensure that you provide us with all the information we may require both to establish your identity and the legitimacy of your transaction. Solicitors and their staff may face prosecution if they fail to report any circumstances of which they are aware, or should have been aware, in which it transpires that the proceeds of crime have funded a transaction. In circumstances where we suspect or are uncertain about the legitimacy of funds or a proposed transaction, we accept no liability if your transaction is delayed whilst we seek clearance from the authorities.

## 8. CONFLICTS OF INTEREST

8.1 We will check our records to ensure that there is no conflict of interest precluding us from acting for you. Should we discover a conflict, or should a conflict of interest arise in the future, we reserve the right to terminate our retainer immediately and we will have to cease acting for you.

8.2 If we are requested by an existing or future client to act on their behalf, then we will not be restricted from doing so unless there is an actual conflict with your interests on this matter.

## 9. CHARGES AND EXPENSES

9.1 Our charges will be calculated mainly by reference to the time actually spent by the solicitors and other staff in the department, in respect of any work they do on your behalf. Value Added Tax at the current rate (20.00%) will be added to our charges. No charge is made for work done by our Accounts team or our Reception team.

9.2 At the outset, we will provide you with an estimate of the time cost likely to be required to complete your instructions, and we will provide you with information about the consequential costs and expenses which might be incurred. This may be a broad estimate only at the outset.

9.3 We will keep both estimates under review and in the event of a need to revise our overall assessment, we will write to you explaining this and the reason why. We will maintain a detailed record of time spent on your matter, and we will write to you confirming the information used in the calculation of our charges

9.4 If there is insufficient initial information available to enable reasonably accurate time or costs estimates, we will provide you with an idea of possible overall costs and an indication of when an accurate assessment will be given. If you wish to agree a ceiling amount pending our accurate overall estimate, this must be agreed with us in writing before we start work on your behalf.

9.5 Costs estimates provided by us are given in good faith, but will not be contractually binding.

9.6 Our current hourly rates are set out in a separate letter to you.

9.7 Time spent will be calculated in units of 6 minutes each. Routine letters, e-mails and texts that we send and receive, and routine telephone calls that we make and

receive are charged at one tenth of the hourly rate. Other letters, e-mails and texts are charged on a time spent basis.

9.8 Hourly rates are reviewed periodically to reflect increases in overhead costs and inflation. Normally, rates are reviewed with effect from 1<sup>st</sup> May each year. If a review is carried out before your matter has been concluded, we will inform you of any variation in the rate before it takes effect.

9.9 The rates for work which is publicly funded (sometimes referred to as Legal Aid) are set by the Legal Aid Agency, and they are confirmed in a separate letter to you. If you have been granted a Community Legal Services Funding Certificate, the rates will be applicable from the date of issue of your Certificate. If there is a review of these rates before your matter is completed, we will inform you accordingly.

9.10 In addition to the time spent, we may take into account a number of factors, including: any need to carry out work outside our normal office hours; the complexity of the issues; the speed at which action has to be taken; and/or any particular specialist expertise which the case may demand. An increase in the rates may be applied to reflect such factors, and when this is the case, we will explain this to you.

9.11 In matters involving a substantial financial value or benefit to a client, a charge reflecting, for example, the price of the property or the size of the estate, or the value of the financial benefit may be considered. Where an increase in the rates or a charge reflecting any value element is to be added we will explain this to you.

9.12 Where we have quoted a price for a Will, we reserve the right to revert to hourly rates in the event of unforeseen complexities, or in the event that the matter does not proceed to completion.

9.13 In certain matters, you may decide to set a limit on the fees and expenses we can incur in relation to your matter. This means you have to pay our fees and expenses up to this limit, but we must ask you to agree a new limit before we do more work on your behalf. We will write to you with an explanation before a limit has been reached, but if you fail to agree a new limit with us, we will stop working on your behalf once the original costs limit has been reached.

9.14 Depending upon the instructions we receive from you, our work for you is likely to involve all or some of the following: meetings with you and perhaps others; reading, preparing and working on papers; advising you; making and receiving telephone calls, e-mails, faxes and text messages; studying and/or drafting any detailed documents, schedules, costs estimates and bills; attending court (if necessary) and time necessarily spent travelling away from the office. This is not intended to be an exhaustive list, but merely a means of exemplifying the various requirements, which could be placed upon our time working on your behalf.

9.15 We aim to keep you informed of the level of ongoing costs. At appropriate intervals, depending upon the progress and events surrounding your particular matter, we will provide you with costs updates. We will also keep you regularly updated in respect of any future charges and expenses, which have not been previously taken into account. Notwithstanding the costs updates provided by us, you are entitled to request updated costs information at any time during the retainer.

9.16 Should it become necessary to outsource work which would otherwise have been carried out by ourselves, such work will be charged to you at the hourly rate which would be charged by us. Outsourced work must not be confused with the instruction of external agencies, specialists, barristers or other experts; it is strictly limited to work which would otherwise have been carried out by us.

9.17 Solicitors have to pay out various other expenses on behalf of clients, ranging from Land or Probate Registry fees, search fees, agents fees, travelling expenses, photo-copying fees, to court fees, Counsel's fees, medical records, experts' fees and so on. Unless otherwise agreed in writing between us, we shall require payment from you on account of such disbursements and expenses in advance of us instructing any third parties. VAT is payable on certain expenses. We refer to these payments generally as "disbursements" and we will provide you with details of typical disbursements applicable to your particular matter. The delays of payment to us on account of such expenses and/or disbursements could delay the instruction of third parties and prejudice your case.

9.18 If we are required to copy a CD Rom (for example containing medical records) we will charge a fee of £15 plus VAT per disc to cover the cost of materials and administration.

9.19 If you are in receipt of Public Funding, we will not ask you to place us in funds for disbursement payments, but we will apply to the Legal Aid Agency for prior authority to fund a disbursement payment before the cost is incurred.

9.20 If you are in receipt of Before the Event Legal Expenses Insurance, whilst disbursement payments will be primarily your responsibility, we are unlikely to ask you for payment on account of these amounts, but we will liaise with your insurers and you will be subject to the terms of your insurance contract.

9.21 If you are entering into a Conditional Fee Agreement with us, disbursement payments will be primarily your responsibility. In Civil Litigation matters (excluding Personal Injury and Clinical Negligence) we will expect you to fund all disbursements in advance unless we have a written agreement with you otherwise.

9.22 If you are entering into a Conditional Fee Agreement with us in relation to a Personal Injury or Clinical Negligence matter, disbursement payments will be primarily your responsibility. In such cases, we will make payment of the disbursements on your

behalf, subject to the Terms and Conditions of the Agreement, but if you should receive an interim payment of compensation, we will expect you to meet the cost of those disbursements from that compensation.

9.23 If we are required to instruct a barrister to represent you in court, or to advise on specific issues (we refer to this as instructing Counsel), we will inform you beforehand. The firm maintains a register of barristers and barristers' Chambers, whose work has met with our approval, and we will share this information with you when you make your choice of barrister, subject to any time restraints. If you tell us to instruct a barrister who is not on our approved list, we will ask you to discuss your choice with us at the earliest opportunity. If you are funding the matter privately, we will not be able to instruct Counsel until you have placed us in funds in respect of his/her fees.

9.24 If you ask us to obtain a second opinion from a different barrister or any expert that we have not previously instructed in respect of your claim, we will do so, but you must pay the cost of that in advance regardless of any Conditional Fee Agreement. If you are in receipt of Public Funding, legal expenses insurance (BTE or ATE) or other third party funding (eg Trade Union), the prior consent of the organisation funding your claim is likely to be required and funding may be refused.

9.25 If a hearing takes place, even if it is not the final hearing, it is usually necessary to provide the court with a breakdown of costs plus VAT and disbursements attaching to that hearing. Where you are funding the matter privately, we may require you to place us in funds to the full extent of our costs breakdown prior to the hearing date. Failure to make payment could result in delay or termination of the retainer.

9.26 In transactional cases if, for any reason, the matter does not proceed to completion, we will be entitled to charge for work done and expenses incurred. Our fee will be calculated on the basis of actual time recorded plus VAT and disbursements.

## **10. PAYMENT ARRANGEMENTS**

10.1 Payment is due within 14 days of presentation of an interim or final bill.

10.2 If we are holding sufficient funds and we have sent you a bill, we will deduct our charges and expenses from those funds

10.3 We do not accept payments to us in cash in excess of £500. 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.

10.4 Monies due to you from us will be paid by cheque or bank transfer, but not in cash. If you would prefer payment by bank transfer please provide full details now to avoid any delays in the future. We will not accept bank details by email and, once provided, we will only accept any variation of bank details on your attendance at our offices with ID.

10.5 In contentious matters, where any form of alternative funding is in operation (eg Public Funding, Conditional Fee Arrangement, Legal Expense Insurance or Trade Union), we will provide you with a copy of our final bill and inform you of arrangements for payment by those funding your case.

10.6 If arrangements are made for a third party to pay any of our fees or disbursements or VAT, you remain responsible for the payment of any charges to the extent that the third party does not pay our bill in full. This includes any case in which we have been instructed by your insurers to represent you under a policy of insurance

## **11. OVERDUE PAYMENTS**

11.1 In the unlikely event of any bill or request for payment not being met, this firm must reserve the right to stop acting for you further, which we are entitled to do under Section 65 (2) of The Solicitors Act 1974, so long as we give you reasonable notice.

11.2 Interest will be charged on a daily basis at 8% per day over Barclays Bank base rate from time to time, or pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 (if applicable), whichever is the greater, from the date of the bill in cases where payment or any part thereof is not made within 14 days of delivery by us of the bill.

11.3 The common law entitles us to retain any money, papers or other property belonging to you, which properly come into our possession pending payment of our costs, whether or not the money, papers or property is acquired in connection with the matter for which the costs were incurred. This is known as a "general lien". We are not entitled to sell property held under a lien, but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.

11.4 If we are conducting litigation for you, we have additional rights in any property recovered or preserved for you whether it is in our possession or not and in respect of all costs incurred, whether billed or unbilled.

11.5 If you are dissatisfied with our bill, you have the right to have it assessed by the court pursuant to Part III of the Solicitors Act 1974. Once such costs have been assessed, we are entitled to enforce them.

## **12. INTEREST PAYMENT**

12.1 Any money received on your behalf will be held in our Client Account. We will pay interest at the rate from time to time payable on Barclays Bank's Designated

Client Accounts, provided that no interest is payable if the amount calculated on the balance held is £20 or less. The period for which interest will be paid will normally run from the date on which funds are received by us until the date of issue of any cheque from our Client Account.

12.2 Where a client obtains borrowing from a lender in a property transaction, we will normally ask the lender to arrange that the loan cheque is received by us a minimum of four working days prior to the completion date. If the money can be telegraphed, we will normally request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. Such clients need to be aware that the lender may charge interest from the date of issue of their loan cheque or the telegraphing of the payment.

### **13. BANKING**

13.1 All clients' funds are held in accordance with the Solicitors Regulation Authority Accounts Rules. In the light of the banking crisis which occurred in the past, we are reminding clients that the collapse of any bank or building society with whom we have deposited clients' money could result in the loss of those monies

13.2 This firm takes all necessary and reasonable steps to safeguard and protect client funds, including monitoring of reliable doubts about the solvency of any bank or building society with whom we have deposited clients' money. However, notwithstanding the diligent performance of our professional obligations, the firm shall not be liable to repay money lost through a banking failure.

13.3 As solicitors, we have a duty to alert you to any circumstances which may limit the firm's liability, so we have taken the extreme step of bringing this matter to your attention because of the critical events in 2008 which so seriously affected most financial institutions.

### **14. REFERRALS**

14.1 The firm has an interest in recommending a range of insurance policies to our clients. Whilst we do not receive a commission from the policies, we are on the panel of some insurers.

14.2 You are entitled to ask any questions about our relationship with any insurer used by this firm and/or your relationship with them, at any time during the retainer.

### **15. TAX ADVICE**

15.1 Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you.

### **16. FINANCIAL SERVICES AND INSURANCE CONTRACTS**

16.1 If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority, as we are not. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

16.2 We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. Insurance mediation activities and investment services are regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk/register](http://www.fca.org.uk/register). Arrangements for redress if anything goes wrong are handled by the Legal Ombudsman.

### **17. INCIDENTAL INVESTMENT BUSINESS AND GENERAL INSURANCE**

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

17.2 We are not contractually obliged to conduct business in this way, and it must be noted that we may select an appropriate insurance product from only one, or a limited number of insurers. You may request details of the insurance undertakings with which the firm conducts business, and we will provide these to you.

### **18. GENERAL DATA PROTECTION REGULATIONS**

18 The firm is compliant with the General Data Protection Regulations 2018 ("GDPR"). Please note that in accordance with GDPR **you are required to read, sign and return to us the firm's Privacy Notice, which is enclosed with these Terms of Business.**

### **19. COMMUNICATION AND PROGRESS**

19.1 We will provide you with regular updates on progress, as appropriate to developments in your matter and/or as agreed.

19.2 We will aim to communicate with you by such method as you may request, but our preferred means of contact is electronic communication (telephone, fax, e-

mail). Unless you instruct us otherwise, and subject to paragraph 20.3 below, we will communicate with you exclusively by electronic means.

19.3 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-mail or similar electronically created message, without first having received separate confirmation.

19.4 Electronic mail and similar electronically created messages are a popular means of communication, but they may be vulnerable to data alteration after sending, particularly if computer viruses or other malicious codes corrupt the message content. We do not accept 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-mails and similar electronically created messages to scan the message content (including attachments) for infected content.

19.5 We may transmit or receive information by e-mail without special encryption. If you do not wish us to use this method, please advise us in writing.

19.6 We do not accept responsibility for any errors or difficulties that may arise through the use of e-mail and similar electronically created messages. All risks (whether personal or commercial in nature) associated with any such errors or difficulties that may arise, would be your responsibility. If those risks are not acceptable to you, you must notify us in writing that you do not wish us to use e-mails or similar electronically created messages in correspondence with you.

19.7 If you contact us by telephone and the person dealing with your matter is not readily available, please leave a message and we will return your call at the first available opportunity.

### **20. TERMINATION**

20.1 You may terminate your instructions to us in writing at any time, but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. You will be liable for our fees and disbursements up to the date of termination, including disbursements for which we may be committed on your behalf. You will also be liable for our charges and expenses in respect of any necessary work involved in the transfer of the matter to another adviser, or in the removal of ourselves from the court record (if applicable).

20.2 If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly and in writing.

20.3 If we decide to stop acting for you, for example if you do not pay an interim bill or comply with the request for a payment on account, or in the event of a conflict of interest, we will tell you the reason and give you notice in writing. Some other examples of where we might stop acting for you are: where we consider it is no longer in your best interest for us to continue to represent you; where there is a breakdown of trust and confidence between us; or where you fail to provide us with instructions or requested documentation in a timely manner.

### **21. STORAGE OF PAPERS AND DOCUMENTS**

21.1 After completing the work, or the termination by either party of the retainer between us, we are entitled to keep all and any of your papers and documents relating to this, and/or any other files we hold for you, while there is money owing to us for our charges and expenses in relation to this or any other work we are or have undertaken on your behalf.

21.2 If we ask you to collect your papers and you fail to do so, we have the right to destroy them after such period as we consider reasonable, or to make a charge for storage. We will not, of course, destroy any documents such as Wills, deeds and other securities which you ask us to hold in safe custody. No charge will be made to you for such storage, unless prior notice in writing is given to you.

21.3 If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent at the junior executive/personal assistant hourly rate 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 your instructions.

### **22. PROFESSIONAL INDEMNITY INSURANCE**

22.1 Under the Professional Indemnity Rules, firms are required to take out and maintain qualifying insurance. Details of our insurance can be found at our head office at 208 Broadway, Bexleyheath, DA6 7BG or you can contact us to request this information.

22.2 Our liability to you under or in connection with our engagement, above the compulsory minimum level of professional indemnity cover set by our professional rules from time to time, shall not exceed £10,000,000. This limit shall apply to any and all causes of action against us in respect of, or arising from, or in any way connected with, our engagement by you. Where you instruct us on future matters, this Clause 22.2 shall also apply to each such future matter but with a fresh limit, as above.

22.3 Where instructions on any matter are from multiple clients, a single limit will apply to be shared by all such clients.

### **23. COMPLAINTS**

23.1 We are committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about the bill, please, in the first instance, contact the person dealing with your matter immediately. If you feel that the matter is too sensitive, or you are unhappy with their response, you should contact the head of department within one year. Full contact details of all our heads of department can be obtained from any of our offices or from "Our People" Section of our web site [www.tgbaynes.com](http://www.tgbaynes.com)

23.2 If your concerns relate to a head of department, you should contact our Complaints Director, John Wigginton, at our office at Baynes House, Market Street, Dartford, Kent, DA1 1DB. If your concerns relate to our Complaints Director, you should contact our Chief Executive, Simon Potts, who is based at Broadway House, 208 Broadway, Bexleyheath, DA6 7BG.

23.3 We have a procedure in place, which details how we handle complaints. A copy of the procedure can be obtained from any of our offices.

23.4 If you are not satisfied with our handling of your complaint, you can contact the Legal Ombudsman at PO Box 6806 Wolverhampton WV1 9WJ Telephone: 0300 555 0333; e-mail: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) website: [www.legalombudsman.org.uk](http://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.

The Legal Ombudsman will not consider any complaint where the date of the act or omission is more than six years ago, or more than three years from when you should have been aware of it. These timescales are being introduced gradually, meaning the Legal Ombudsman will not accept complaints where the act or omission, or date of awareness, occurred before 6th October 2010.

23.5 If your complaint is about a bill and you have applied to the court for assessment of the bill, the Legal Ombudsman may not consider your complaint.

23.6.1 If you are a party to an After the Event Insurance policy and you wish to notify a complaint in respect of your Policy, please request details of the insurer from the person at this firm having conduct of your matter.

23.6.2 In the first instance, you should contact the insurer.

23.6.3 Complaints which cannot be resolved by the insurers may be referred to the Financial Ombudsman Service, whose contact details are: Financial Ombudsman Service, Insurance Division, South Quay Plaza, 183 Marsh Wall, London E14 9SR; telephone number: 0845 080 1800; email: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk) website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) .

### **24. REGULATION**

24.1 Everything we do is regulated by the Solicitors Regulation Authority (SRA). In extreme circumstances, such as a firm's failure to meet regulatory standards resulting in firm closure leaving funds owed to you, you may be able to claim money to cover your loss from the SRA Compensation Fund. The SRA will appoint intervention agents to look into your file and, where possible, deal with outstanding matters.

### **25. EXCLUSION OF THIRD PARTY RIGHTS**

25.1 It is agreed that no rights of enforcement of these terms are conferred upon any third party, and pursuant to Section 1(2) of the Contracts (Rights of Third Parties) Act 1999 any third party right of enforcement is expressly excluded.

### **26. APPLICABLE LAW**

26.1 Any dispute arising from our terms of business will be determined by English law and will be submitted to the exclusive jurisdiction of the English courts.

26.2 The law applicable to After the Event Insurance policies is subject to agreement between the parties. Unless a special endorsement to the contrary has been requested by you and agreed by such insurer, the law applying to the insurance contract will be English law. The language used in the Policy and any communications relating to it will be in English.

### **27. VARIATION**

27.1 Any variation of these Terms and Conditions may only be agreed by specific reference to the relevant clause in this document. Any such agreement must be in writing and it must be signed by you and a partner of this firm.

### **28. ACCEPTANCE**

28.1 This is an important document, which should be retained safely for future reference.

28.2 Your continuing instructions in this matter will amount to acceptance of these Terms and Conditions of Business, but please, would you sign the duplicate of this document and return it to us for retention in our file.

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

I/We consent to the above Terms of Business

Signed .....

Signed .....

Dated .....



**PRIVACY NOTICE**

1. To enable us to carry out work on your behalf, it will be necessary for us to record, keep and process personal data relating to you and by signing this Privacy Notice you consent to this. Such data may be recorded, kept and processed on computer and in "hard copy" format.
2. 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 for management purposes and statutory returns; and**
  - **Legal and regulatory compliance**
3. Our use of that information is subject to your instructions, the General Data Protection Regulations 2018 (referred to hereafter as "GDPR") (as may be amended from time to time) and our duty of confidentiality.
4. Under GDPR, you have the right of access, rectification, erasure, restriction, data portability and objection to the personal data we hold about you. Please be aware that if you request us to erase personal data held about you we may need to cease acting for you. You also have the right to make a complaint to the Information Commissioner's Office (ICO) at any time, although we would encourage you to raise any issue with us initially.
5. If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible. We will promptly correct any information found to be incorrect.
6. We would like, from time to time, to send information to you which we think may be of interest to you. However, under the GDPR we are prohibited from doing so unless you indicate you have no objection to this occurring. If you are happy for us to send information, from time to time, please indicate your consent by ticking this box
7. Our firm's Data Protection Officer is Mr Martin Dewar

**Disclosure of Information**

Please note:

- Our work for you may require us to disclose information to third parties such as expert witnesses and other professional advisers.
- We will always ensure any third parties meet the requirements of the General Data Protection Regulations (GDPR) before any disclosure of your personal data
- Our firm may be subject to audit or quality checks by external firms or organisations (eg The Law Society, Solicitors Regulation Authority, The Legal Aid Agency). We may also outsource work. This might be for example typing or photocopying or costing, or research and preparation to assist with your matter. Information from your file may therefore be made available in such circumstances. If you do not want your file to be outsourced or subject to external audit, you must confirm this to us in writing when you return the signed form of acknowledgement (Client Care Letter), signed Terms and Conditions and this signed Privacy Notice.
- If you are in receipt of third party funding (eg Trade Union, Employers, Legal Aid Agency, Legal Expense Insurance or otherwise), this might result in them having a legitimate interest in the progress of your case, and therefore might involve the disclosure of information. We will inform you if any such requests are made and we would expect to respond positively to any reasonable request received from a third party funder. If you do not want us to release requested information to a third party funder, you must confirm this in writing both to us and the person/organisation providing your funding when you return the signed form of acknowledgement (client care letter), signed Terms and conditions and this Privacy Notice, also duly signed.
- In conveyancing matters, where you have been granted a mortgage, and where we act for your lender in the transaction, we have a duty to make full disclosure to the mortgagee of all relevant facts relating to you, your purchase and mortgage. This will include disclosure of any discrepancies between the mortgage application and information provided to us during the transaction and any cash back payments or discount schemes, which a seller is providing you. If a conflict of interest arises, we must cease to act for you in the matter.
- In order to comply with court and tribunal rules, all documentation relevant to any issues in litigation, however potentially damaging to your case, has to be preserved and may be required to be made available to the other side. This aspect of proceedings is known as "disclosure".

**Storage of Personal Data**

Subject to certain exceptions (e.g. Will Files) :-

**Hard copy Files**

We are required by law to retain files (and all personal data relating thereto) for a period of 6 years following completion of a matter. When all matters between us are concluded, your file will be closed and placed in our archive department, where it will be retained for six years. After that the hard copy file will be destroyed.

**Electronic Files**

For legal research, accounting purposes and the potential defence of legal claims, we store personal data electronically for an indefinite period

Subject to the exceptions mentioned, at any time after the period of seven years has elapsed following completion of your matter/closure of your file, you have the right to request deletion of all personal data. Any such request should be made in writing and addressed to the firm's Data Protection Officer mentioned in 7 above.

I/We {Client's full names}..... confirm my/our consent to the above and understand that, subject to T G Baynes Solicitors being able to maintain its legal and regulatory compliance, I/we may withdraw this consent at any time. I/we understand such withdrawal request must be in writing, addressed to the firm's Data Protection Officer, and must be sent by "Signed For" post.

Signed ..... Signed .....

Dated ..... Dated .....