

## **BELLS TERMS AND CONDITIONS OF BUSINESS**

### **1. Our hours of business**

The normal hours of opening at our office are 9.00 am to 5.00 pm weekdays.

### **2. Charges and expenses**

2.1 Subject to the terms below, the anticipated charges are set out in our Engagement Letter.

2.2 We may enhance our charges to take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, urgency and any particularly specialist expertise which the case may demand. It is not always possible to indicate how these aspects may arise but on present information we would expect them to be sufficiently taken into account in the rates which we have indicated. Where an enhancement is to be added we will explain the reasons for this to you.

2.3 Solicitors have to pay out various other expenses on behalf of clients such as Land or Probate Registry fees, court fees, or experts' fees, for example. We have no obligation to make such payments unless you have provided us with the funds for that purpose in advance. VAT is payable on certain expenses. We refer to such payments generally as 'disbursements.'

2.4 For matters with no agreed fixed fee our charge will be based on our hourly rate notified to you in our Engagement Letter.

2.5 We will charge you for work done and expenses incurred whether or not your objective is achieved.

### **3. Payment arrangements**

3.1 We will render interim bills during the course of our work. These are not intended to represent the exact value of

the work carried out up to any particular date but they are taken into account when the final bill is prepared at the conclusion of your case. Interim bills must be settled within seven days of delivery or earlier if requested. In addition to promptly settling interim bills you will be required to pay sums of money from time to time on account of the charges and expenses which are expected in the following weeks. This helps budget for costs and keeps you informed of the legal expenses you are incurring.

3.2 It is a strict term of our agreement with you that we reserve the right to immediately stop acting for you further if a payment on account is not received or our interim bills remain unpaid.

3.3 Payment of our final bill is due to us within 7 days of delivery. Interest will be charged on a daily basis at 8% (the rate payable on judgment debts) from 7 days after the date of delivery of the bill if payment remains outstanding.

3.4 Our staff are authorised to receive cash up to a maximum of £500. Larger sums may be accepted in exceptional circumstances and by prior arrangement only. Any payments by us to you will be made directly, by cheque or bank transfer and not cash.

3.5 We accept payments via debit and credit cards in respect of our fees and disbursements. There is no charge for debit or credit card transactions. We are unable to accept debit or credit card transactions for the receipt of deposit and capital sums in respect of property transactions.

### **4. Interest payment**

4.1 The Firm will from time to time hold funds for clients which will be held in a General Client Instant Access Account. We currently use the banking facilities of Lloyds Bank PLC and Metro Bank. We do not accept any liability to repay money lost through a banking failure. Clients are instead referred to the Financial Services Compensation Scheme.

- 4.2 The Firm holds funds in an instant access account to facilitate transactions. Clients are unlikely to receive as much interest as might have been obtained had they held and invested the money themselves. All matters will be reviewed at their conclusion or earlier if appropriate and the Firm will pay a sum to the client in lieu of interest, subject to a £20 de minimis. The rate of interest applied will equal that applicable to the amount involved, published by Lloyds Bank PLC for Clients Call Account from the time cleared funds are received by the Firm until the date(s) of issue of any cheque(s.)

Payment in lieu of interest is at the Firm's discretion but the Firm will endeavour to pay these sums when it is fair and reasonable to do so in all circumstances.

- 4.3 If you borrow from a lender in a property transaction, we will ask the lender to arrange to send us the loan funds to be received by us the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. You 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.

## **5 Holding of papers and documents**

- 5.1 We are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. In addition, we will keep your file of papers in storage for up to six years after the final bill. Storage is on the understanding that we have the right to destroy it after that period or to make a charge for storage if we ask you to collect your papers and you fail to do so within a reasonable time (usually two weeks). We will not of course destroy any legal documents such as Wills, Deeds and other securities, which you ask us to hold in safe custody but these may be returned to you by first class post if you have not paid storage charges requested. The firm accepts no responsibility for any loss or damage suffered by using this method of returning documents to you.

- 5.2 If you have taken out an LPA, it is important to give an indication to your solicitor as to whether you are happy for your attorneys to have sight of a copy of your will (the original will be kept safe until required). Unless instructions are received to the contrary, the firm will comply with any request from attorneys or deputies for the full disclosure of your will.

- 5.3 We will not usually charge you for the safe custody of Wills, but a charge will be made for storing and retrieving deeds and some documents. At the completion of your matter you will be advised of the storage charge applicable for the coming year should you instruct us to continue to hold your deeds or documents. You will be invoiced at the beginning of each calendar year and this charge will apply to the whole year or part year. Should you withdraw your deeds prior to 31<sup>st</sup> January of the year to which the invoice for safe custody relates, then no charge will be made.

- 5.4 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 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.

## **6. Termination**

- 6.1 If at any stage you do not wish us to continue doing work and incurring charges or expenses on your behalf, you may terminate your instructions by telling us this clearly in writing.

- 6.2 In addition to clause 3.2 we reserve the right to stop acting for you if:

6.2.1 you fail to provide us with adequate instructions or respond to our request for further information or;

6.2.2 there is a breakdown in mutual trust or confidence that should exist between you and us;

6.2.3 you breach any of our Terms and Conditions of Business: or

6.2.4 the law or our professional rules prevent us from continuing to act on your behalf.

6.3 If we stop acting for you in accordance with Clauses 6.1 or 6.2 above you remain liable for all charges incurred up to the date we cease to act and any subsequent charges that may arise under our terms of business (such as storage charges).

6.4 Under the Consumer Protection (Distance Selling) Regulations 2000, for some non-business instructions, you may have the right to withdraw, without charge, within seven working days of the date on which you asked us to act for you. However, if we start work with your consent within that period, you lose that right to withdraw. Acceptance of these Terms and Conditions of Business will amount to confirmation of your consent. If you seek to withdraw instructions, you should give notice by e-mail or letter to the person named in the accompanying letter as being responsible for your work. The Regulations require us to inform you that the work involved is likely to take more than 30 days.

## 7. **Current Law**

The services we provide are in accordance with the professional practice requirements and the proper interpretation of the law, as each exists on the date on which the relevant service is provided. If there is any change in such requirements or the law, or their interpretation, after the matter has concluded (or before that time but which could not reasonably have been known by us at the time) We have no responsibility to notify you of, or of the consequences of the change.

## 8. **Limited companies**

When accepting instructions to act on behalf of a limited company, we may require at any stage a Director and/or controlling shareholder to sign a form of personal guarantee for our charges and expenses. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges and expenses up to that point as set out above.

## 9. **Tax advice**

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

## 10. **Identity, money laundering and disclosure requirements**

10.1 We are statutorily obliged to obtain evidence of a client's identity and, sometimes, people related to them. At the commencement of the retainer with us, you must produce the original of photographic identification (such as a passport) and evidence of your current address (such as a utility bill). Only in exceptional circumstances will documentation without a photograph be accepted for the purpose of identification. We can advise you of alternative forms of acceptable identification if you are unable to supply a passport and utility bill.

10.2 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.

10.3 Solicitors are not allowed to disclose information about a client's affairs without the client's authority. By signing these Terms and Conditions of Business and returning them to us you authorise us to disclose to the other parties in any property transaction and, if applicable, to all other parties in the chain of transactions and their agents and advisers, all information which we have in relation to your involvement in the transaction including any related sale or mortgage and other financial arrangements and wishes as to dates for exchange and completion. You may withdraw this authority at any time but if so we will have to inform the other party or parties and their agents or advisers that this authority has been withdrawn.

10.4 We are professionally and legally obliged to keep your affairs confidential. However, we may be required by statute to make a disclosure to the Serious Organised Crime Agency if we know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why. As part of our

compliance with that legislation we reserve the right to require you and any third party, to whom we are asked to send funds, to produce suitable identification and to ask you about the source of your funding.

10.5 We will not be liable for any loss, damage or delay arising out of the firm's compliance with any statutory or regulatory requirement.

10.6 Organisations such as the Solicitors Regulation Authority may audit our practice from time to time. These organisations are required to maintain confidentiality in relation to your files.

## **11. Communication between you and us**

11.1 We may need to virus check disks or e-mails and reserve the right to delete without reading e-mails that have attachments. Unless you withdraw consent, we will communicate with you and others when appropriate by e-mail or fax but we cannot be responsible for the security of correspondence and documents sent by e-mail or fax nor do we accept any liability for any breach of confidentiality that might arise. We accept no liability whatsoever should any e-mail to you include any virus or other content which causes any damage or loss to you or any third party.

11.2 You will provide us with clear, timely and accurate instructions and provide all documentation required to complete the transaction in a timely manner. You will safeguard any documents which are likely to be required for discovery.

## **12. Data Protection**

12.1 To enable us to act and administer your file we may need to process your personal data. Please see our Privacy policy for detailed information about how we use your personal data and your rights in relation to your personal data. The Privacy policy is available on our website. If you would like us to send you a copy please contact us in writing..

## **13. Financial Services**

13.1 As members of the Law Society of England and Wales (a designated professional body for the purposes of the Financial Services and Markets Act 2000) we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. If you need investment advice beyond this scope, we may have to refer you to someone who is authorised because we are not authorised to do so by the Financial Services Authority.

13.2 We are included on the register maintained by the Financial Services Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. The register can be accessed via the Financial Services Authority website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register).

13.3 If you are unhappy with any investment or insurance mediation advice you receive from us, you should raise your concerns with the Law Society's Solicitors Regulation Authority or Legal Ombudsman.

## **14. Equality and Diversity**

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. We would be pleased to provide you with a copy of our Equality and Diversity Policy on request.

## **15. Provision of Services Regulations 2009**

We comply with the above regulation by displaying the required details of our Professional Indemnity Insurance in our office.

Our liability to you for a breach of your instructions shall be limited to £2,000,000, unless we expressly state a higher amount in the letter accompanying these terms of business. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

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

Please ask if you would like us to explain any of the terms above.

**16 Complaints Procedure**

- 16.1 Your opinion is important to us. As a firm we pride ourselves on client satisfaction, if you are dissatisfied with the service we have provided then you have the right to complain.
- 16.2 We take complaints very seriously and aim to resolve any disputes quickly and amicably. Should you wish to make a complaint, please do so in writing to the following address:  
Mr M.L.C Russell Complaints Partner  
Bells Solicitors  
5 Market Place  
Romsey, SO51 8XF
- 16.3 If the complaint is not resolved to your satisfaction and you wish to involve an outside body, then you can contact the Legal Ombudsman service ([www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)) 0300 555 0333.
- 16.4 In normal circumstances, the Legal Ombudsman expects you to allow 8 weeks to try to resolve your complaint before contacting them, and complaints should be made within six months of the date of the conclusion of the Firm's complaints procedure.
- 16.5 For more information on complaint procedures download the Legal Ombudsman Guide to Making a Complaint (PDF)

**17. Terms and conditions of business**

- 17.1 Unless otherwise agreed in writing, the terms contained in our Engagement Letter and these additional Terms and Conditions of Business shall apply to any future instructions given by you to this firm subject to the hourly rates applicable at that time.
- 17.2 Your continuing instructions in this matter will amount to an acceptance of our Terms and Conditions of Business (including those set out in our terms of Engagement Letter). We may, however, refuse to commence or continue working on your behalf until a signed copy has been returned to us.
- 17.3 None of the terms of this document or the Engagement Letter shall be enforceable by any person not a party to it, but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.
- 17.4 This Agreement between you and us is governed by English law and is subject to the exclusive jurisdiction of the English Courts.

**I confirm I have read and understood, and I accept, Bells' Engagement Letter and these additional Terms and Conditions of Business.**

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Date .....

Ref:.....