

**ROSE & ROSE SOLICITORS LLP trading as ROSE & ROSE**

**TERMS AND CONDITIONS OF BUSINESS**

**1. PLACE AND HOURS OF BUSINESS**

Our offices are located at The Riverside Centre, 40 High Street, Kingston KT1 1HL. The normal hours of opening are between 9.00 a.m. and 5.30 p.m. on weekdays, excluding public holidays.

**2. RESPONSIBILITY FOR WORK**

At the outset of your matter we will write to you confirming who will be carrying out the work on your behalf and who will have overall responsibility for your matter.

**3. YOUR RESPONSIBILITIES**

1. You will provide us with clear, timely and accurate instructions.
2. You will provide all documentation required to complete the transaction in a timely matter.
3. You will safeguard any documents relevant to your matter that may be required to be disclosed.
4. You will tell us of any change of address or contact details.
5. You will tell us of any change in your circumstances such as marital status or domicile.

**4. COMPLAINTS PROCEDURE**

If you have a complaint, please contact Saphel Rose, our Client Care Partner. The procedure is published on our web site [roselegal.co.uk](http://roselegal.co.uk).

**5. PROFESSIONAL INDEMNITY AND LIMITATION OF LIABILITY**

We maintain professional indemnity insurance for a total cover of £3 million per claim. Except only to the extent that the law does not permit us to exclude or limit our liability, the total liability of this firm, its partners and employees in connection with or arising, directly or indirectly from this matter, will be limited to an aggregate amount of £3m. The name of the insurer is 100% International General Insurance Company (UK) Ltd c/o Cavendish Munro [www.cavendishmunro.com](http://www.cavendishmunro.com). United Kingdom is the territorial coverage of this insurance.

**6. FEES**

At the outset of your matter we will write to you confirming who will be carrying out the work on your behalf and the basis of our charges.

**7. ARRANGEMENTS FOR PAYMENT OF FEES**

1. Property Transactions : We will normally send you our bill following the exchange of contracts and payment is required on a purchase prior to completion; and at completion on a sale. If sufficient funds are available on completion, and we have sent you a bill, we will deduct our charges and expenses from the funds. Any monies required to be paid for exchange of contracts and completion must be in cleared funds.
2. Administration of Estates : It is our usual practice to deliver interim statute bills at intervals during the administration. An interim statute bill will normally be submitted shortly after the grant has been obtained. Further interim statute bills will be rendered from time to time and the final account will be presented at the conclusion of the matter.
3. Trusts : Our usual practice is to deliver interim statute bills at 3 monthly intervals. If sufficient trust funds are held in client account and we have sent you a bill, we will deduct

our charges and expenses from the funds. If insufficient funds are held, we will endeavour to liquidate trust assets to ensure that there are sufficient funds to cover legal fees. In the unlikely event that all trust assets have been exhausted and further work is required, we will contact you to make alternative arrangements for payment of our fees.

4. Other cases or transactions. It is normal practice to ask clients to pay interim bills and sums of money monthly or more regularly on account of the charges and expenses which are expected in the following weeks or months. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the progress of a case may result. 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.
5. Accounts should be paid on presentation unless an alternative arrangement has been made. In cases where payment is not made within one month from the delivery of an account, interest will be charged at the rate payable on judgment debts or, if higher, at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 as amended and will be calculated from the date of delivery.
6. You authorise us to debit your credit card or debit card for the purpose of discharging your bills.
7. Should your financial circumstances change during the course of this matter you may find that you become eligible for Public Funding. It will be your responsibility to investigate your eligibility for Public Funding; further information can be obtained from the Legal Services Commission.

#### **8. RECOVERY OF COSTS FROM THIRD PARTIES**

1. In some cases and transactions, a client may be entitled to payment of costs by some other person. It is important that you understand that in such circumstances, the other person may not be required to pay all the charges and expenses which you incur with us. You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. If the other party is in receipt of legal aid no costs will be recovered.
2. The primary liability for costs incurred is that of the client, even in a case where it is expected that an order for costs will be obtained against another party. The costs of seeking to enforce any such order for costs against another party have to be met by the client.
3. In some circumstances, the court may order you to pay the other party's legal costs, for example if you lose the case. Those costs will be payable in addition to our charges and expenses.

#### **9. INTEREST ON MONIES HELD**

1. Solicitors Accounts Rules 2011 require interest to be paid which is "fair and reasonable" in all the circumstances and in accordance with the firm's written policy. We must advise you that Client money is held on an Instant Access account to facilitate transactions and so we will not receive as much interest as might have been obtained if you had invested the money yourself. In ascertaining what is "fair and reasonable" the firm's policy is that no interest is payable if the amount calculated is £20 or less, calculated over the whole period for which the money is held. This figure is reviewed regularly in light of current interest rates.
2. We may sometimes hold funds in relation to separate matters for the same client, in this situation interest will be calculated on the individual sums without aggregation.

3. Should you fail to present a cheque to your bank for payment we will only recalculate the amount of interest due if it is fair and reasonable in the circumstance of the case and a charge may be made for any extra work carried out.
4. Where a client obtains a mortgage advance from a lender and the lender pays us by cheque, we shall request the lender to arrange that the advance cheque is received by us in sufficient time to clear the cheque prior to completion. Clients should note that the lender may charge interest from the date of issue of the cheque.

## **10. BANKING**

We have no expertise in relation to fitness for purpose or solvency of any bank. We assume that any bank licensed to operate by the appropriate statutory authority in the jurisdiction in which it operates will be able to honour its obligations. Accordingly, we will have no liability to you in the event of any bank to whom we pay money to on your behalf becoming insolvent or being unable to meet its obligations.

## **11. CONFIDENTIALITY**

1. Rose & Rose is registered under the Data Protection Act 1998 and complies with the Act in all our dealings with your personal data.
2. 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 has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. 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'. Where the law permits us, we will tell you about any potential money laundering problem and explain what action we may need to take. Usually following insolvency the Official Receiver/Liquidator is entitled to information in the solicitor's possession.
3. In conveyancing transactions we keep agents fully informed by telephone and by sending copies of relevant letters. This very often saves you from being troubled by agents asking for updates and assists us in keeping enquiring telephone calls to a minimum, and also in gaining the co-operation of agents. This is enormously useful to facilitating transactions. Your authority to continue to act for you shall constitute consent to this disclosure.
4. We cannot be responsible for the security of correspondence and documents sent by email or fax. From time to time we may need to disclose information to third parties such as barristers, accountants and government agencies. It may also be necessary to permit third parties (such as auditors/The Law Society/Solicitors Regulation Authority) to have access to your information for administrative or regulatory purposes. From time to time we may be obliged to transfer information to countries outside the European Economic Area which do not provide the same level of data protection as the UK. By instructing us, you consent to us processing your personal information and to disclosing the same to the extent necessary for the purposes set out above. We will use reasonable endeavours to keep such information secure and to take appropriate technical and organisational measures against any unauthorised or unlawful processing/accidental loss/destruction/damage of any personal data within that information. But it is impossible to guarantee that your information will be free from every possible security breach and you acknowledge and accept that risk in instructing us.

5. Sometimes we ask other companies to do typing on our files to ensure this is done promptly. We have a confidentiality agreement with these outsourced providers. If you do not wish your file to be outsourced, please tell us as soon as possible.

## **12. MONEY LAUNDERING REGULATIONS**

1. Like banks and building societies, we are required to obtain positive identification of every new client. We will therefore ask you to produce your current passport or a driving licence with a photograph or a national identity card with a photograph together with an original recent bank statement, utility bill or council tax bill showing your name and address. Such evidence must be both as to who you are and your address.
2. We are required to verify your identity to satisfy our anti money laundering requirements. The verification is compulsory and involves entering your person information on a secure database to carry out identity checks. The costs of the verification process is as follows and payable by you: UK personal £4 + VAT International personal £10.50 + VAT Domestic company £10.50 + VAT.
3. We will not accept cash payments in excess of £1000.00.
4. If any surplus money is payable by us to you, we may not be able to accept instructions from you to send this to a third party.
5. We are under a professional and legal obligation to keep your affairs confidential. This obligation, however, is subject to a statutory exception, which may require a solicitor who knows or suspects that a transaction on behalf of a client may involve money laundering or terrorist financing to make a disclosure to the National Crime Agency. If we are required to make a disclosure in relation to your matter, we may not be able to inform you that a disclosure has been made. We may also have to cease acting in your matter for a period of time and may not be able to tell you the reasons for it. We do not accept any liability arising from making such a disclosure or for any delay encountered whilst dealing with your matter.

## **13. THE CONSUMER CONTRACT REGULATIONS 2013**

1. Under the regulations, for some non-business instructions you may have the right to withdraw, without charge, within fourteen calendar days of the date on which you asked us to act for you. However, in such a case if we start work with your consent within that period, you lose that right to withdraw. We will need your express written consent to commence work within the 14-day period. This provision informs you that the work involved is likely to take more than thirty days unless the contrary is specified in writing by the letter or memorandum enclosing these terms and conditions.
2. In instructing the firm howsoever, you explicitly acknowledge that the instruction to supply the service implies an obligation to pay.

## **14. DATA PROTECTION**

Please see our Privacy Policy shown on our website [roselegal.co.uk](http://roselegal.co.uk).

## **15. LIMITATIONS ON OUR LIABILITY**

1. We limit our liability to you for claims for breach of contract, breach of duty, negligence and for claims otherwise arising out of or in connection with our engagement or the services we provide, in the ways described below.
2. Our liability to you shall be limited to £3million or such higher amount as is set out in the letter accompanying these Terms of Business.

3. This liability cap will apply to our aggregate liability to you together with any associated party for whom you are acting as agent in relation to the relevant matter on any basis.
4. Proportional liability In addition to the other limitations in this document, where we and/or third parties are responsible for any loss suffered by you, our liability for that loss will be limited to a fair proportion of your total loss calculated by reference to the extent of our responsibility. If you have engaged others to represent or advise you on a matter in which we are involved and you agree with any of them that their liability to you will be limited, in order that our position is not adversely affected by any such limitation of their liability, you agree that our liability to you will not exceed the amount which would have applied in the absence of that limitation.
5. Third party liability If you start proceedings against us for loss or damage and there is another person (for example, another adviser) who is liable (or potentially liable) to you in respect of the same loss or damage, then you will (if we so request) join them into the proceedings. This is subject to any legal prohibition against your joining them in that way.
6. No claim against individual employees/partners We have an interest in limiting the personal liability of employees, consultants and partners. Accordingly you agree that you will not bring any claim against any individual employee, consultant or partner in respect of losses which you suffer or incur, arising out of or in connection with our engagement or the services we provide. The provisions of this paragraph will not limit or exclude the firm's liability for the acts or omissions of our employees, consultants or partners. The provisions of the above paragraph are intended for the benefit of our employees, consultants and partners but the terms of our engagement may be varied without the consent of all or any of those persons.
7. Monies Held In Our Client Account We will not be liable to repay any money that we hold for you in our client account at NatWest Bank Plc, or another clearing bank, which is lost as a result of a failure of the bank.
8. Limitation on exclusions The above exclusions and limitations will not operate to exclude or limit any liability which cannot lawfully be limited or excluded. In particular they do not limit liability for fraud, nor for causing death or personal injury by negligence, nor for negligence in contentious business, insofar as the Solicitors Act 1974 s 60(5) precludes the exclusion of such liability.
9. Internet Communications Internet communications are not secure and we accept no liability for any abuse of such communications by third parties nor for any alteration or corruption during the transmission nor for any damage or loss caused by any virus or other defect.

## **16. INSURANCE MEDIATION**

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.
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, including arrangements for complaints or redress if something goes wrong, are regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register).

## **17. STORAGE OF PAPERS AND DEEDS**

1. After completing the work, 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 for you in storage for not less than one year. After that, storage is on the clear understanding that we have the right to destroy it after such period as we consider reasonable or to make a charge for storage if we ask you to collect your papers and you fail to do so. 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 of a charge to be made from a future date which may be specified in that notice.
2. After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for charges and expenses.
3. We reserve the right to hold your papers electronically and then to destroy the originals. As some of the papers are your legal property you should be aware of this procedure. If you require the original papers, please let us know so that this can be marked on the file before it is preserved in electronic form and the original destroyed.
4. In cases where we act for more than one person we must hold the file of papers unless we have the authority of both to do otherwise. In particular, if we are acting for a mortgage lender we must retain the file in case it is required for subsequent inspection. This means that we may not be able to give you original papers.

## **18. LIMITED COMPANIES**

Where the client is a limited company, an individual signing on the company's behalf agrees that he or she will personally meet any costs which the company should fail to pay.

## **19. NOVATION**

We may transfer all rights and obligations under any contract with you to any successor to the firm in the context of its business. In the event that such a successor, whether it be a partnership, limited liability partnership, or body corporate takes on the business of Rose & Rose Solicitors LLP. By continuing to instruct us having been notified of these Terms of Business you agree to the future novation of any contract you have with us in favour of the successor entity.

## **20. QUALITY STANDARDS**

We are or may become subject to periodic checks by outside assessors. This could mean that your file is selected for checking, in which case we would need your consent for inspection to occur. All inspections are, of course, conducted in confidence. If you prefer to withhold consent, work on your file will not be affected in any way. Since very few of our clients do object to this I propose to assume that we do have your consent unless you notify us to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which we conduct on your behalf. Please contact us if you would like me to mark your file as not to be inspected by an outside assessor.

## **21. SCOPE OF RETAINER**

Save where the contrary is specifically agreed, our retainer is limited to the performance of the task assigned to us and the advice which we give is limited to the law of England and Wales. We do not advise (and cannot be deemed to have given advice) on foreign laws, on general taxation matters or

on the commercial wisdom of transactions. Where the terms of business are addressed to more than one person your liability to us will be joint and several.

## **22. TERMINATION**

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. We may decide to stop acting for you only with good reason, for example if you do not pay an interim bill or comply with our request for a payment on account or if we consider that you cannot give clear instructions on how we are to proceed or if it is clear that you have lost confidence in how we are carrying out your work. We must give you reasonable notice that we will stop acting for you. If you or we decide that we will no longer act for you, you will pay our charges for all work carried out on your behalf up to the time that our retainer is terminated.

**Although your continuing instructions in this matter will amount to an acceptance of these terms and conditions of business, please sign and return one copy of them for us to retain on our file. We can then be confident that you understand the basis on which we will act for you.**