1. Solicitors Regulation Authority (SRA)

We are regulated by the SRA. These terms and conditions are made in accordance with the SRA Standards and Regulations.

2. Our Services

Legal Work

The legal work you have instructed us to provide will be confirmed in our Client Care Letter/email.

Joint Instructions

Where we are jointly instructed by you and another client, we will assume that either of you is authorised to give us instructions, unless either of you advises us otherwise.

Instructions of Others

We may need to act on the instructions of others from whom we consider it reasonable to progress your legal work.

Provision of Information

You must ensure that all information provided to us is complete, accurate and up to date. You should also notify us of any changes or variations to that information and of any new circumstances that might be relevant to the legal work.

Responsibility for Work

The name of the person who will carry out the legal work will be confirmed in our Client Care Letter. If this changes, we will notify you in writing.

3. Complaints

We are committed to providing high quality legal advice and client care. If you are dissatisfied with any aspect of the legal work or the costs, please raise your concern with us and we will provide you with a copy of our complaint's procedure. We will investigate your complaint carefully and promptly. If we are unable to resolve the problem, you can raise your complaint with The Legal Ombudsman. www.legalombudsman.org.uk.

4. Professional Indemnity Insurance

Our insurers are Sompo International Insurance. Their contact details are Miller Insurance Services LLP, 70 Mark Lane, London, EC3R 7NQ. A copy of our professional indemnity insurance is available to view.

5. Costs

Professional Fees

Unless an alternative fee arrangement has been agreed and confirmed by us in writing, our fees are charged at an hourly rate of £250.00+VAT.

This hourly rate may not be appropriate in cases of exceptional complexity or urgency. Where it becomes apparent that such circumstances exist, we will notify you of this in writing.

We may review our hourly rate and we will notify you immediately in writing of any changes.

Estimate of Costs

We will provide you with the best possible information on our costs and may update this information as the legal work progresses.

Payments on your behalf

We may incur certain expenses on your behalf, such as a Land Registry fee. We may ask you to pay these costs or you will reimburse us for them. VAT is payable on some costs; we will confirm when this is the case.

Legal work not concluded

Unless otherwise agreed in writing, our fees are payable whether or not the legal work is successfully concluded. If any legal work is not completed, for any reason, we may charge for the legal work done, either our hourly rate, plus payments made on your behalf, or as a proportion of any alternative fee arrangement.

6. Billing

Timing of bills

We will send you a bill at the end of the legal work. If you prefer, or if the amount of legal work required is substantial, we will provide interim bills whilst the legal work is in progress.

Payment of bills

Bills are to be paid by you within thirty days of receipt unless agreed otherwise.

Interest on unpaid bills

We charge interest on unpaid bills at the rate payable on judgment debts from one month after delivery of the bill in accordance with Article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009. We reserve the right to charge interest on any outstanding amounts at the statutory rate.

Failure to pay

If any payment on account is not made or a bill is not paid, we reserve the right to decline to continue the legal work. We will be entitled to keep all your papers and documents whilst there is money owing to us.

7. Client Account

We operate a client bank account with HSBC which allows us to hold your money in relation to your legal work.

Payments to you will be made by cheque or bank transfer.

8. Limitation of Liability

Reliance by others

Legal advice given by us is provided only for the purpose of the legal work to which it relates.

Liability in respect of other businesses

We may recommend or you may request other professional advisors to provide you with relevant advice in relation to the legal work. For example, we do not provide financial, tax or long-term care planning advice. Professional advisors will provide that advice directly to you and may charge you for their work.

We are not liable for any decision made or action taken by you based upon reliance on advice provided by or other businesses.

Limitation of our liability

Our liability to you for a breach of your instructions shall be limited to three million pounds, unless we expressly state a higher amount in our Client Care Letter. 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.

9. Referrals and Introductions

We will notify you in our Client Care Letter if we enter into fee sharing or a referral fee arrangement relating to your legal work.

10. Confidentiality and Disclosure

We keep your affairs confidential unless disclosure is required or permitted by law or you consent.

11. Conflict of Interest

If an actual or significant risk of conflict between your interests and the interests of another client of the firm arises during the legal work, we will discuss the position with you and determine an appropriate course of action.

12. Acting Fairly

We do not unfairly discriminate by allowing personal views to affect our advice or service. Please contact us if you would like a copy of our equality and diversity policy.

13. Data Protection

We are registered with the Information Commissioner's Office under the Data Protection Act 2018. Our use of your personal data is subject to your instructions, the Data Protection Act 2018 and our duty of confidentiality. The legal work for you may require us to give information to others. You have a right of access to your personal data that we hold.

14. Money Laundering

Client Identification

We are required to obtain and retain evidence of your identity and sometimes people related to you.

Notification

Solicitors who deal with money and property on behalf of their clients can be used by criminals wanting to launder money.

Notwithstanding our duty of confidentiality to you, we may be required to make a disclosure to the National Crime Agency where they may 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.

15. Termination

Termination by you

You may withdraw your instructions at any time by written notice to us.

Termination by us

In some circumstances, we may cease acting for you. If we do cease to act for you then we will confirm in writing the reasons why and give you reasonable notice.

16. Storage and destruction of files

We electronically store our file of papers (the correspondence between us) for six years, after which it may be destroyed.

Original documents are stored indefinitely and are not destroyed without your permission.

17. Enforcement

In the event that any of these terms and conditions is held to be invalid, the remainder of the terms and conditions will remain in full force and effect.

18. Governing law

These terms and conditions are governed by, and construed in accordance with, the law of England & Wales, and the Courts of England & Wales shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this agreement and any matter arising from it.