

HAROLD BELL INFIELDS & CO

TERMS AND CONDITIONS OF BUSINESS

OUR AIM

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

SOLICITORS CODE OF CONDUCT

We are obliged to comply with our professional code, The Solicitors' Code of Conduct 2011, which has the following main principles:

1. To uphold the rule of law and proper administration of justice;
2. To act with integrity;
3. To not allow our independence to be compromised;
4. To act in the best interests of each client;
5. To provide a proper standard of service to our clients;
6. To behave in a way that maintains the trust the public places in us and in the provision of legal services;
7. To comply with our legal and regulatory obligations and deal with our regulators and ombudsmen in an open, timely and co-operative manner;

The full code can be found at www.sra.org.uk.

You should also be aware that these Terms of Business relate to your instructions only. Different Terms may apply to other areas of Law undertaken by this firm.

PEOPLE RESPONSIBLE FOR YOUR WORK

- The partners with final responsibility for conveyancing and commercial are Malcolm Bell and Roger Newhall, for litigation and matrimonial is Tracy Poolman and for probate and Wills is Martyn Dixon.
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CHARGES AND EXPENSES

- Our charges will be calculated mainly by reference to the time spent by the solicitors and other staff in respect of any work which they do on your behalf. This will include meetings with you and perhaps others, reading and working on papers, correspondence, preparation of any detailed costs calculations, and time spent travelling away from the office when this is necessary. One charging unit is 6 minutes (10 units per hour). Letters and emails, in and out, are charged as one unit per page and making and taking telephone calls according to the number of units taken. The current hourly rates are set out below. All charges are subject to VAT.
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Partners and Consultants	Partners	£275.00	Consultants/Senior Partners	£300.00
Solicitors		£230.00		
Legal Executive		£205.00		
Assistants		£175.00		

- Normally the rates are reviewed each year. If a review is carried out before this matter has been concluded, we will inform you of any variation in the rate before it takes effect. 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 any particularly specialist expertise which the case may demand. In particular, in property transactions, in the administration of estates and in matters involving a substantial financial value or benefit to a client, a charge reflecting, for example, the price of the property, the size of the estate, or the value of the financial benefit may be considered. 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 quoted. Where a charge reflecting any value element is to be added we will explain this to you.
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- Solicitors have to pay out various other expenses on behalf of our clients from Land or Probate Registry fees or Court fees, Expert fees, Stamp Duty Land Tax and others. We have no obligation to make such payments unless you have provided us with the funds for that purpose. We refer to such payments generally as "disbursements". VAT is payable on certain expenses. At the commencement of a conveyancing matter we will request funds on account to cover the cost of searches. Please note that by instructing us to act you authorise us to sign any Stamp Duty Land Tax form required by the Inland Revenue on your behalf. If, for any reason, the matter does not proceed to completion, we will be entitled to charge you for work done and expenses incurred.
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- In Conveyancing our fees will be set out in a detailed estimate provided as the commencement of the matter. We reserve the right to charge, in addition, for
- abortive work or to revise the estimate if the case is more difficult than expected. You will be advised of this, where it arises, in advance.
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- In Probate matters our charge will normally be 0.5% of the gross estate less any residence together with 0.75% of the residence value together with an hourly
- rate for time taken. This will not include preparing income tax returns. If we are Executors there is normally an extra charge for that responsibility (not more than 1% of the gross estate). Straightforward Probate cases are not likely to cost, overall, less than 2% no more than 3% of the gross estate.
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PAYMENT ARRANGEMENTS

Property transactions. We will normally send you a statement of account to include our bill following exchange of contracts and payment is required prior to completion. We will deduct our charges and expenses from the funds on completion.

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- Administration of estates. We will normally submit interim bills at regular stages during the administration, starting with the obtaining of a Grant. The final
- Accounts will be prepared and taken on preparation of the Estate Accounts for approval.

- Other cases or transactions. It is normal practice to ask clients to pay sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. Where the client is a limited company we may need a guarantee from a Director. 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 reserves the right to stop acting for you further. Payment is due to us within one month of our sending you a bill. Interest will be charged after one month on a daily basis at 8% per annum.
- We accept payment by electronic transfer or cash (up to £200.00), cheque, debit or credit card.

TRANSFER OF FUNDS

Due to problems experienced in the past with loss of value caused by poor exchange rates, charges levied by the sending and receiving banks, and money not being delivered to the recipient's bank account expeditiously, we will only send money to UK bank accounts other than in exceptional circumstances, and this must preferably be to a Sterling account. **If you do not have a UK bank account, or will require monies to be sent to an account outside of the UK please advise us immediately.**

ANTI-MONEY LAUNDERING REGULATIONS AND PROCEEDS OF CRIME ACT 2002-2008

- We have to ensure that we are not unwittingly drawn into transactions which launder money or are funded by the proceeds of crime. We are obliged to identify all clients at the start of a transaction. We will ask you to produce to us appropriate identification and we will undertake a search online for which a fee will be payable.
- The Proceeds of Crime Act prevents us from being involved in any arrangements which involve property or money which in any way constitute, whether in
- whole or in part, a personal benefit from any form of criminal conduct. If we become aware of any such circumstances we will have to make a disclosure to the National Crime Agency (NCA) whose consent would then be required before we can continue to act. Such a disclosure would be without any reference to you and without us being able to disclose it to you. We may be required to obtain evidence from you as to source of funds. In addition, please be aware that should monies be provided in connection with your transaction by a third party (other than your mortgage company) then we will also need to check their identity and, if appropriate, the source of those funds, in the same way as for yourself.

HAROLD BELL INFIELDS & CO INTEREST POLICY

As part of carrying out your instructions to us, we may need to hold your money in our client account. In holding client's money, we have an obligation to pay interest on that money at a fair and reasonable rate and are required to put in place an interest policy; this policy sets out the guidelines for when interest will be paid and is summarised below.

Where amounts are held outside of a general client account or separate designated deposit account, the rate of interest and date that interest is credited will depend on the relevant institution where the funds are held, and as such fall outside the requirements of this policy. The relevant interest information can be obtained at your request.

Whether your money is held on our general Client Account, or on a separate Designated Deposit Account, any interest paid to you is paid without any deduction for income tax (unless you are resident overseas — see below). As such it is your responsibility to inform HMRC of amounts interest received from us and the implications of this will depend upon your own financial circumstances.

INTEREST PAYMENT

- Any money received on your behalf will be held in our Client Account. In administration cases, if the rate is more beneficial, at our discretion, the sums may
- be put with a building society or other bank. Subject to certain minimum amounts and periods of time set out in the Solicitors' Accounts Rules 2011, interest
- will be calculated and paid to you at the rate from time to time payable on the Designated Client Accounts. Where specific funds are invested the rate achieved will be paid. The period for which interest will be paid will normally run from the date on which cleared funds are received by us until the date of issue of any cheque from our Client Account. Sums of £20.00 or less in respect of interest will not normally be accounted for. Where a client obtains borrowing from a lender, we will ask the lender to arrange that the funds are received by us a minimum of 1 working day prior to the completion date. This will enable us to ensure that the necessary funds are cleared in time for completion. Such clients need to be aware that the lender may charge interest from the date of issue of the payment to us. Where we telegraph payments out (CHAPS) we charge £30.00 plus VAT costs for doing so. We absorb any bank charges.

FINANCIAL ADVICE AND INSURANCE MEDIATION

- We are not authorised under the Financial Services and Markets Act 2000, but we are able, in certain circumstances, to offer a limited range of services to the client because we are regulated by the Solicitors Regulations Authority. We can provide these services if they are an incidental part of the professional
- services we have been engaged to provide. We are not authorised by the Financial Conduct Authority (FCA). However, we are included on the register maintained by the FCA so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the SRA. The register can be accessed via the FCA website at www.fsa.gov.uk/register. The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The SRA is the independent regulatory body of the Law Society.
- We do not generally sell or advise on insurance policies except in connection with conveyancing work when a problem can be overcome by a suitable insurance policy. Examples include a defect in the title to a property, the lack of an easement such as the right of way or defective provisions in a Lease.
- A variety of legal indemnity insurers offer policies to cover such problems. The requirements of the FCA are that when we arrange any insurance we need to advise clients about the range of insurers we have checked before recommending a particular policy and if it is not on a fair market analysis we must explain the basis upon which the recommendation has been made. Furthermore we are obliged to ensure that we check the suitability of any such policy for clients and notify them of this in a written "demand and needs statement" before the insurance is put in place.

COMPLAINTS PROCEDURE

Please let us know immediately if you are not happy with the professional service you are receiving from us. If you are unhappy about any aspect of the service you have received, or feel your bill is incorrect, please follow the procedure set out below if you wish to complain:- If you have not already done so, please tell the person looking after your matter, who will discuss your concerns with you and try to resolve the issue to your satisfaction. If you still have queries or concerns, please contact the Partner in charge of the appropriate department. If your complaint is against one of the Partners and that Partner is unable to satisfy the difficulty please contact another partner. Full details of our complaints procedure are available on request..

If you are still not happy with our handling of your complaint you can ask the Legal Ombudsman at PO Box 6806, Wolverhampton WV1 9WJ, telephone 0300 555 0333 or enquiries@legalombudsman.org.uk to consider the complaint. 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.

- **TERMINATION**

- You may terminate your instruction in writing at any time, but we shall retain your papers until all money owed by you has been paid. If we decide to stop acting for you (for example because a bill remains unpaid) we will give you notice in writing of the reason for this.

- **EQUALITY AND DIVERSITY**

- We have a firm commitment towards equal treatment of all clients, irrespective of their gender, race, ethnic origin, disability, age, nationality, national origin, sexuality, religion or belief, marital status and social class. We oppose all forms of unlawful and unfair discrimination

- **INDEMNITY INSURANCE**

- We are obliged to put in place professional indemnity insurance to cover the legal advice provided. Cover is renewed each year and the applicable insurer may change from year to year. Details of the current insurer and insurance cover are posted on our website or available on request.

- **TERMS AND CONDITIONS OF BUSINESS**

- Unless otherwise agreed, and subject to the application of the current hourly rates and the basis of charging, these Terms and Conditions of Business shall Apply to any future instructions given by you to this firm. Although your continuing instructions in this matter will amount to an acceptance of these Terms
- and Conditions of Business it would be helpful if you would please sign and return one copy of the same for us to keep on our file.

- **DATA PROTECTION PRIVACY NOTICE**

- Our Data Protection Privacy Notice can be found on our website and a copy can be provided to you on request.

I confirm I have read and understood, and I accept, these Terms and Conditions of Business.

Signed Date Signed Date

- If signing on behalf of a Company, I confirm I have authority to act on behalf of that Company.