

General Terms of Business

1. Service standards

We aim to provide high standards of service at all times. We will:

- keep you regularly informed in writing of progress with your matter;
- communicate with you in plain language;
- explain to you in writing the legal work which is required as your matter progresses;
- keep you informed of the costs
- keep you advised of the likely timescales for each stage of the matter and any material changes in estimates.

2. Responsibilities

To achieve the best possible outcome, we need to work with you. We will:

- review your matter regularly;
- advise you on the law;
- follow your instructions;
- update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances.

You will:

- provide us with clear and timely instructions;
- provide us promptly with any requested information and documents.

3. Hours of business

Our office hours are 9.00 a.m to 5.15 p.m. Monday to Friday

We can provide earlier, later or weekend appointments by arrangement

4. Anti-money laundering obligations

Evidence of identity and funds

The law requires solicitors, banks, building societies and others to obtain satisfactory evidence of the identity of their client and, at times, people related to the client or their case and the source of funds particularly in conveyancing transactions. This is because solicitors who deal with money and property on behalf of clients can be used by criminals seeking to launder money. This practice requires sight of your original passport or photo driving licence and a utility bill and will take monochrome photocopies. If you are unable to call here with these details then please let us know as soon as possible so that we can discuss alternative ways to verify your identity.

5. Confidentiality

We are under a professional and legal obligation to keep details of your case 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 be unable to inform you that a disclosure has been made. We may also have to cease acting in your matter for a while and be unable to tell you why.

6. Financial matters

The policy of our practice is not to accept cash in sums larger than £200. If you try to avoid this policy by depositing cash directly with our bank, we may charge you for any additional checks we decide are necessary to prove the source of the funds. Where we have to pay money to you, it will be paid by cheque or bank transfer. We do not make payment by cash or to a third party.

Interest on money owed to you

Any money received on your behalf will be held in our client account. In accordance with the Solicitors' Accounts Rules 2011 interest will be calculated and paid to you when fair to do so. 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 before it is paid out.

Costs

We have agreed an estimate with you in accordance with the terms of our client care letter. Expenses and VAT are payable in addition to that amount.

Payment of our bill is required within one month. We may deduct our costs from funds we are holding on your behalf. We may charge you interest on an unpaid bill at 4% above the Bank of England base rate per annum, from one month after the delivery of our bill. If you object to the bill then you have a right to complain but please refer initially to our Complaints Handling procedure referred to below.

7. Insurance advice

We are not authorised by the Financial Conduct Authority to provide financial services. We are, however, included on the register maintained by the Financial Conduct Authority so that we may carry out insurance mediation activity, which is broadly 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 Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at <https://www.fca.org.uk/firms/financial-services-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 Solicitors Regulation Authority is the independent regulatory body of the Law Society.

8. Professional indemnity insurance

Under the Professional Indemnity Rules solicitor firms are required to maintain qualifying insurance. Details of our insurance can be found at our office or can be sent to you upon request.

9. Limitation of liability

Our liability to you for a breach of your instructions shall be limited to £3 million. 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. These limitations apply only to the extent that they are permitted by law. In particular they do not apply to any liability for death or personal injury caused by negligence.

10. Equality and diversity

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

11. Data protection

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.

Our use of that information is subject to your instructions, the General Data Protection Regulations introduced by the Data Protection Act 2018 and our duty of confidentiality. Please note that our work for you may require us to disclose information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you and to have it erased upon request.

We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information, please notify our office in writing.

12. Storage of papers

We will keep our file of your papers (except any of your papers which you ask to be returned to you) for no more than six years. We will keep the file on the understanding that we have the authority to destroy it six years after the date of the final bill we send to you for this matter. We will not destroy documents you ask us to deposit in safe custody.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. We will let you know in advance and provide an estimate of costs if we intend charging you for time expended for reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

13. Review of files

Our practice is subject to audit or quality checks by external firms or organisations. These external firms or organisations are required to maintain confidentiality in relation to your files.

14. Applicable law

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

15. Ending our services

You may end 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 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 there is a conflict of interest. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we should stop acting for you, you will be required to pay for the expenses which we have already paid and reasonable fees to cover the work we have already undertaken.

16. Complaints Handling

Hyland Fitzwater Solicitors is 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, then please contact Carol Gregorious (Mrs) on Tel: 01276 488082, e-mail: cag@hylandfitzwater.co.uk or by post to 44 Chertsey Road, Chobham, Surrey GU24 8PJ. We have a procedure in place which details how we handle complaints which is available from us upon request. We have eight weeks to consider your complaint.

If you are dissatisfied with our handling of your complaint you can ask the Legal Ombudsman to consider the complaint.

The Legal Ombudsman can be contacted on Tel: 0300 555 0333 from 8.30am to 5.30pm, by email at enquiries@legalombudsman.org.uk or by post to PO Box 6806, Wolverhampton WV1 9WJ. 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 or within six years of the occurrence of the act or omission about which you are complaining (or if outside of this period, within three years of when you should reasonably have been aware of it). - See more at: <http://www.lawsociety.org.uk/support-services/advice/practice-notes/client-care-letters>

IMPORTANT

Please be aware of Cyber Crime. Hyland Fitzwater client account bank details are not scheduled to change. If you receive a communication purporting to come from this firm or anyone requesting funds be transferred to a bank account that is different from those advised to you by this firm previously then contact us immediately and **do not** action the request.