

# *Warings Solicitors Ltd t/a Fylde Law*

## **Client Terms of Business**

**If you require this document in larger print, or you would like it to be provided in some other format, please ask your contact at the firm. Please also contact us if you are unsure as to the meaning of any of the provisions set out.**

### **1. Introduction**

Warings Solicitors Ltd t/a Fylde Law is a firm of solicitors authorised and regulated by the Solicitors Regulation Authority under registration number 551583. The Standards and Regulations that apply to us can be found at: [www.sra.org.uk/solicitors/standards-regulations/](http://www.sra.org.uk/solicitors/standards-regulations/).

The purpose of this document is to confirm the arrangements between us. Your continuing instructions in this matter will amount to your acceptance of these Terms of Business.

In these Terms of Business the expressions “we”, “us” and “our” refers to Warings Solicitors Ltd t/a Fylde Law, and the expressions “you” and “your” refer to you as our client(s).

These Client Terms of Business, together with our Letter of Engagement and any variation, deletion or addition to these terms, contain all of the terms agreed with you in relation to our engagement.

### **2. Our Aim**

We aim to offer our clients quality legal advice with a personal service at a fair cost. We hope it is helpful to you that we have set out in this statement the basis on which we propose to provide our professional services.

### **3. Our Business Hours**

Our normal hours of business are from 9am-1pm and 2pm to 5.30pm (5pm on Fridays) on Monday-Friday. We may be able to arrange appointments outside of these hours, in cases of emergency.

We are closed on all bank holidays and sometimes the day after each bank holiday.

### **4. Our Responsibilities**

As the work we do on your behalf (your ‘matter’) progresses we will:

- act in your best interests and keep your information confidential at all times;
- communicate with you in plain language;
- advise you on the likely timescale of the matter, where it is possible to do so, and keep you informed of any changes to it;
- do our best to reply quickly to correspondence;
- keep you informed of progress and the work that we are doing on your behalf, including any changes to the law that might have a bearing on your instructions;
- tell you about any delays and explain the reasons;
- explain the effect of any important documents;
- tell you about staff changes that might affect you;
- advise you of any circumstances and risks of which we are aware, or consider to be reasonably foreseeable, that could affect the outcome of your matter;
- update you on the costs position and tell you if our original or subsequent costs estimate needs to be reviewed.

### **5. Your Responsibilities**

You can help us by:

- giving us clear, timely and accurate instructions;
- providing all documentation and information that we reasonably request in a timely manner;

- safeguarding any documents that will be important in this matter;
- letting us know if you are unsure as to any aspect of your matter;
- telling us about any important time limits that you are under, or if you are going to be away for any length of time;
- responding promptly to any questions that arise.

Where we act for two or more clients jointly it is on the understanding that we are authorised to act on instructions from either, both or any of them and each irrevocably consents to information provided by them being shared with the other client(s) instructing us on the matter unless otherwise instructed.

#### **6. Service levels and frequency and methods of communication**

We will aim to communicate with you by such method as you may request. However, in the absence of any specific request we will normally update you by telephone or in writing (either in an email, a letter or a fax) with progress on your matter. Please note, however, that we cannot be responsible for the security of correspondence and documents sent by email or fax. You accept that the internet is not a secure medium, and that electronic transmission of email may become lost, delayed, intercepted, corrupted, delivered incomplete or fail to be delivered.

We shall use reasonable endeavours to ensure that our emails are free from viruses and other obstructions and shall expect you to do the same. However, you should note that email cannot be guaranteed to be secure, error-free or confidential and that we shall have no responsibility or liability for any error, omission, claim or loss arising from or in connection with any communication to you via email, in the absence of any bad faith or wilful default on our part.

We will explain to you about the legal work required as your matter progresses. We will update you on the likely timescales for each stage of this matter and any important changes in those estimates. Whenever there is a material change in circumstances associated with your matter, we will

update you on whether the likely outcomes still justify the likely costs and risks.

We will update you on the cost of your matter at the intervals set out in our letter confirming your instructions. If appropriate, we will continue to review whether there are alternative methods by which your matter can be funded.

#### **7. Limitation of liability**

Our maximum aggregate liability to you in this matter will be £3 million including interest and costs unless we expressly state a different figure in our letter confirming your instructions. If you wish to discuss a variation of this limit, please contact the person dealing with your matter. Agreeing a higher limit on our liability may result in us seeking an increase in our charges for handling your matter.

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 profit or opportunity.

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

We shall have no liability to you if we are prevented from, or delayed in, performing our obligations or from carrying on our business by acts, events, omissions or accidents beyond our reasonable control.

Warings Solicitors Ltd (rather than its directors employees and consultants as individuals) will provide advice and services to you. You agree that you will not bring any claim in person against any proprietor, partner, employee or consultant of Warings Solicitors Ltd in connection with any advice or services provided or for the acts or omissions taken or not taken by them.

You also agree to indemnify us and hold us harmless against all losses, damages or costs howsoever caused which we may suffer in acting for you in this matter (including, without limitation, our compliance with our statutory

obligations), subject to the limitation in liability set out in the preceding paragraphs.

In the event that we provide you with an initial consultation before being formally instructed on a given matter, or in the event that we provide you with draft or provisional advice, materials, or documents (the final versions of which may be substantially different from those provided to you before full instructions are received) then no reliance may be placed upon such draft advice given before being formally instructed nor upon any draft materials or documents.

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

#### **8. Termination of retainer**

You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owed to us for fees and expenses.

We are not permitted to stop acting for you unless we have a good reason for doing so. This could include, but is not limited to, where you:

- do not pay an interim bill or pay money on account, where you refuse to disclose material information,
- if you are awkward, obstructive or if you display inappropriate behaviour to our staff,
- if you seek to give instructions that are discriminatory and you are not willing to withdraw those instructions,
- if you consistently fail to provide us with timely instructions,
- if you require us to act unprofessionally or illegally,
- if there is a conflict between your interests and those of another client or the firm or its members and staff,
- if you are or become listed as a target of sanctions controls according to HM Treasury, or
- if you are violent or aggressive

We are required to give you reasonable notice that we will stop acting for you, which we will always seek to do and confirm this to you in writing.

If you or we decide that we should stop acting for you, you will pay our charges up until that point. These are calculated on an hourly basis plus expenses or by a proportion of the agreed fee.

#### **9. Professional indemnity insurance**

We maintain professional indemnity insurance in accordance with the rules of the Solicitors Regulation Authority. Details of the insurers and the territorial coverage of the policy are available for inspection at our offices at the address shown at the end of these terms of business.

To comply with our regulatory obligations and the terms of our professional indemnity insurance, we may disclose relevant documents and information to insurers, brokers and insurance advisers on a confidential basis. This could include details of any circumstances arising from our work for you that might give rise to a claim against us. You consent to such disclosure by us even if the documents and information in question are confidential and/or subject to legal professional privilege.

#### **10. Our Charges**

You are liable to pay legal costs as set out in our letter confirming your instructions. We will also usually discuss this at our initial meeting with you.

Our charges are based on set hourly rates in the letter accompanying these terms, including secretarial time, or a fixed fee. VAT is payable in addition at the applicable rate (currently 20%). Any changes in our charging rates will be notified to you in advance. Our VAT number is 103201688

We may also charge a premium, where it is reasonable to do so, to take account of the nature, complexity, value and urgency of the services and other criteria specified in those guidelines. In addition, we will charge you for any expenses we incur on your behalf ('disbursements') such as travel, counsels' fees and agents' charges.

Bills should be paid within 14 days. We may charge interest on overdue bills at 8%

We may cease acting for you if an interim bill remains unpaid after 14 days or if our reasonable request of a payment on account of costs is not met.

You have the right to challenge or complain about our bill. Please see the 'Complaints' section for details of how to do so..

You may also have the right under certain circumstances to challenge our bill by applying to the court to assess the bill under Part III of the Solicitors Act 1974. The usual time limit for making such an application is one month from the date of delivery of the bill. If the application is made after one month but before twelve months from delivery of the bill, the court's permission is required for the bill to be assessed.

Unless there are special circumstances, the court will not usually order a bill to be assessed after:

- 12 months from delivery of the bill;
- a judgment has been obtained for the recovery of the costs covered by the bill; or
- the bill has been paid, even if this is within 12 months.

We can keep all your papers and documents while there is still money owed to us for fees and expenses. This is sometimes referred to as a solicitors' lien.

#### **11. Quotations and Estimates**

When we provide figures to you from time to time, whether verbally or in writing, as to the likely cost of a piece of work, this is to be taken to be an estimate only and will not constitute a contract that we will carry out that work for that figure unless it has been expressly stated to the contrary.

Where we provide a written quotation for work, and it is expressed to be a quotation, this is to be taken as an offer to undertake that work at that cost and does not become a contract until the quotation, or a specific part of it, has been accepted by you. Expenses and VAT are not

included in quotations unless expressly stated to the contrary.

In the event that the work which we undertake falls outside of the scope a quotation which has been provided and accepted (or in relation to an estimate subsequently incorporated into a contract or which subsequently becomes a quotation) we reserve the right to charge fees for that work at our usual fixed hourly rates, in addition to the quoted or estimated fee. We may also charge additional fees on the same basis for work within the scope of such a quotation or estimate which is made more time consuming, onerous or urgent as a result of:

- circumstances or information which we did not know or could not reasonably have anticipated at the time of the quotation or estimate (whether or not you were aware of them/it); or
- your, or your agents', act or omission.

#### **12. Banking, Interest and Money on Account**

We hold all client money in designated Warnings Solicitors Ltd t/a Fylde Law Client Accounts (each a "Client Account") with banks regulated by the Financial Conduct Authority ("FCA") where it may earn interest.

Our policy on the payment of interest in relation to money that we hold on your behalf is to account to you for all sums earned if the total exceeds £50.00. Below this sum we will retain any such sums earned without accounting to you for them. We believe that this policy is fair and reasonable, and we will account to you for interest in accordance with the above policy<sup>1</sup>.

If we pay sums in lieu of interest on a clients' account without deduction of tax, you will be responsible for declaring and paying any tax due.

If at any time you feel that these arrangements for interest are not appropriate in your particular case, or have worked unfairly in the circumstances or were not properly understood by you, please let

us know and we will be happy to consider revised arrangements for the future and retrospectively.

We may use your money held on account of costs to pay expenses incurred on your behalf even though not yet invoiced to you. We will not be liable to pay any disbursement on your behalf unless you have put us in funds to do so when this has been requested.

We may transfer some of the money on account that we hold for you to repay ourselves for any expenses that we have since made on your behalf from our own business account. This might involve payments for expenses such as stamp duty land tax or court fees, for example. In these circumstances we will not issue you with an interim invoice at the time, but we will account fully to you for all of the costs and expenses arising in your matter at the end of the matter at the latest.

### **13. Invoicing and payment**

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.

Administration of estates: We will normally submit an interim bill at regular stages during the administration, starting with the obtaining of a Grant. The final account will be prepared when the Estate Accounts are ready for approval.

In other matters, we will submit invoices to you on a regular basis or at the end of a distinct section of the instructions. Unless indicated expressly to the contrary, invoices will take the form of a final account for all work done during the relevant period. All invoices are payable on delivery and on demand and we request payment in full within 14 days.

### **14. Receiving and paying funds**

Our policy is not to accept cash from clients. If you try to avoid this policy by depositing cash directly with our bank, we may decide to 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. It will not be paid in cash or to a third party.

Please be aware that we do not notify changes to important business information, such as bank account details, by email. If you should receive such a notification then please contact us immediately as it may be an attempt to commit a fraud on you or on us. If you wish to notify us that your bank account details have changed then you must do so in person and not by email. If we receive a notification by email then we will postpone making any payments until such time as we have been able to verify your correct bank account details.

### **15. Costs**

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 it is unlikely that the other person will 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 it is unlikely that any costs will be recovered.

If you are successful and a court orders another party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the court order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest. You will also be responsible for paying our charges and expenses of seeking to recover any costs that the court orders the other party to pay to you.

A client who is unsuccessful in a court case may be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses.

Arrangements can sometimes be made to take out insurance to cover liability for such legal expenses. Please discuss this with us if you are interested in this possibility.

#### **16. Papers and Deeds**

After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses. We will keep our file of your papers for at least six years, and sometimes longer, except those papers that you ask to be returned to you. The length of time during which papers will be retained depends upon the nature of the matter to which they relate.

We keep files on the understanding that we can destroy them after the appropriate number of years from the date of the final bill. We will not destroy documents you ask us to deposit in safe custody.

If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval<sup>2</sup>. However, we may charge you for:

- time spent producing stored papers that are requested;
- reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers; and
- providing additional copies of any documents held by us.

#### **17. Prevention of money laundering and terrorist financing**

The law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money.

To comply with the law, we need to get evidence of your identity as soon as possible. Our practice is to ask to see your original passport or photo

driving licence and a recent utility bill or bank statement or to ask you to submit certified copies from another firm of solicitors. Please note that any such searches and copy documents will be securely maintained on the file for your matter in pursuance of our data protection policy. The uses that will be made of this data will be to provide confirmation of the identity of the person(s) providing it only.

The law requires us to maintain such data for the period of five years from the end of the matter we are handling for you or from the date at which you cease to be a client of this firm. However, you agree to our retaining the forms and any other data for our usual file retention period relevant to matters of that nature from the date of the file being archived, or longer than this if necessary, as when litigation has arisen or may be pending, and the checks have or may become relevant in any such proceedings.

For matters relating to property we also obtain an electronic database search. The fee for these searches is approx. £8.00 plus VAT and will appear on your bill under expenses.

We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the National Crime Agency where they 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.

Subject to the section 'Limitation of liability' above, we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering and/or terrorist financing legislation.

#### **18. Financial services advice**

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We are not authorised under the Financial Services and Markets Act 2000, nor are we regulated by the Financial Conduct Authority. If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised to provide the necessary advice. However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are regulated by the Solicitors Regulation Authority, which is a designated professional body under Part 20 of the Financial Services and Markets Act 2000.

The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman provides an independent complaints review process for most clients of solicitors' firms. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of these bodies.

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 may carry on insurance distribution 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 Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at [www.fca.gov.uk/register](http://www.fca.gov.uk/register).

If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either the Solicitors Regulation Authority or the Legal Ombudsman whose address details appear under 'Complaints' below. Please also note that we act as an ancillary insurance mediator only in this regard and not as an insurance provider.

#### **19. Data protection and Privacy Notice**

We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- addressing correspondence and related documents to other parties and opponents;

- corresponding with other agencies such as the courts or Government agencies where relevant to the work we are doing for you;
- maintaining the financial and other personal information we are required to keep on clients under the professional rules we are subject to and by law including our obligations to HMRC;
- compliance with legal and regulatory obligations and good practice, e.g. identifying clients and verifying their identity;
- gathering information as part of investigations by regulatory bodies;
- ensuring business policies are adhered to (such as policies covering IT security and Internet use);
- operational reasons, such as recording transactions, training and quality control;
- ensuring the confidentiality of commercially sensitive information;
- statistical analysis;
- preventing unauthorised access and modifications to systems;
- updating and enhancing client records;
- analysis to help us manage our practice;
- statutory returns;
- ensuring safe working practices, monitoring and managing staff access to systems and facilities and staff absences;
- staff administration and assessments, monitoring staff conduct, disciplinary matters;
- credit reference checks via external credit reference agencies.

Our use of that information is subject to your instructions, the UK General Data Protection Regulation the Data Protection Act 2018 ("DPA"), and our professional duty of confidentiality.

Please note that our work for you may require us to give information to third parties such as expert witnesses, other professional advisers, our regulators and our bank if they wish to ascertain

the source of monies held in our client account. Please also see the section dealing with external audits in relation to the external checks that we are subject to in relation to our quality of work as a firm.

The legal bases which are relevant to the work we undertake for you are mostly in order that we can satisfactorily perform the contract we have with you and also so that we can protect the interests of our professional indemnity insurers through maintaining suitable records. We are required by law to retain certain data including identity and address details in order that we can comply with the Government's anti-money laundering controls (see the section entitled "Prevention of Money Laundering and Terrorist Financing"). We would need your consent to send you future marketing information, on which see the wording at the end of this document.

We may therefore rely upon consent where you have agreed to us sending you that information which is not directly related to the matter upon which we are currently acting. We may also rely upon legitimate interest where we believe that there is a legitimate interest in our using your personal data but in such circumstances we will previously have carried out a legitimate interest assessment to ensure that your data privacy rights are fully protected.

We do not envisage sending any of your personal data outside the UK or the EU.

However, please note that if your email is hosted in a jurisdiction outside of the UK then this may nevertheless occur and in such circumstances this will be outside of our control.

You have a number of rights as a data subject including the rights to:

- be informed of the data we hold about you;
- have any incorrect or out of date data rectified;
- cease to receive certain forms of communication or to restrict processing;
- take your data elsewhere ("portability");

- object to our use of data.

Unlike certain other business concerns, we do not as a law firm involve ourselves in automated decision making and profiling.

You also have a right of access under data protection legislation to the personal data that we hold about you. If you would like to make a request to know about the personal data we hold about you then please let us know, preferably in writing, stating "data subject access request". We will also respond to any form of data subject request in any medium. Please note, however, that we will undertake a review of the validity of that request before disclosing whether we hold such data and the nature of that data in order to protect your right to confidentiality.

Our data protection office is Gary McAnulty.

If you are unhappy about the way we are managing your data you have a right to object to the Information Commissioner at Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF (tel: 0303 123 1113). Please also see your rights to complain to the Legal Ombudsman (see the section entitled "Complaints").

## **20. Confidentiality and Conflict of Interests**

The information and documentation you provide to us is confidential and subject to legal professional privilege unless:

- stated otherwise in this document or our letter confirming your instructions, e.g. in relation to prevention of money laundering and terrorist financing; or
- we advise you otherwise during the course of your matter.

We cannot absolutely guarantee the security of information communicated by email or mobile phone. Unless we hear from you to the contrary, we will assume that you consent for us to use these methods of communication.

It is our practice to check for conflicts of interest at the outset of each matter. However an actual or



potential conflict between your interests and the interests of another party or the interests of this firm may arise during the course of a matter. Should this situation arise, we will discuss this with you and determine the appropriate course of action. If it becomes necessary to do so, we will help you to find new legal advisers and provide an effective transfer of your files. You agree to pay our reasonable fees and expenses to the date of any such transfer.

We may need to cease acting for you where it protects your interests to do so or where continuing to act may create a conflict of interest or cause us to be in breach of any of our obligations to third parties. Subject to compliance with our regulatory obligations, we are not prevented or restricted by reason of our relationship with you from advising other clients, including clients whose interests might now or in the future be contrary to your own or who are your competitors.

#### **21. Criminal Finances Act 2017**

We are committed to ensuring compliance with the requirements of the Criminal Finances Act 2017 within the firm and in relation to all of our business in so far as this relates to tax evasion.

We will not tolerate tax evasion, or its facilitation, whether committed by or facilitated by a client, personnel or associated persons/companies. In particular we will not provide you with any advice that could be construed as amounting to an encouragement to commit tax evasion. In the event that you require us to do so, or in the event that you indicate to us that you intend to ignore our advice and to conduct yourself unlawfully in relation to the payment of tax notwithstanding our advice to the contrary, then we may be forced either to decline to act for you or to terminate your retainer with us<sup>3</sup>.

#### **22. External auditing and due diligence**

External firms or organisations may conduct audits or quality checks on our practice including in relation to the Lexcel quality standard of the Law Society of England and Wales. These external firms or organisations are required to maintain

confidentiality in relation to your files. The Solicitors Regulation Authority might also wish to inspect our files if they are undertaking a monitoring or other form of investigation on us.

Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business. If you do not wish your file to be used in this way, please let us know as soon as possible.

Please advise the person responsible for your matter if you would prefer for your papers to be withheld from inspection for these purposes to the extent that we are able to do so. Work on your matter will not be affected in any way if you would prefer to withhold consent.

#### **23. Outsourcing**

Sometimes we ask other companies or people to carry out work on our behalf including typing and photocopying on our files to ensure this is dealt with promptly and in the most cost-effective manner. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

#### **24. Complaints**

We are committed to providing high-quality legal advice and client care. If you are unhappy about any aspect of the service you receive or about the bill, then please initially raise any queries or concerns about our work for you with the lawyer responsible for the day-to-day handling of your work, or their supervising partner if applicable. Either of these will do their best to resolve any problems quickly and to your satisfaction.

If they are unable to do so, however, or if you would prefer to speak to someone else about it, then please contact us on 01253730070 or [cath@fyldelaw.co.uk](mailto:cath@fyldelaw.co.uk) or [kevin@fyldelaw.co.uk](mailto:kevin@fyldelaw.co.uk) or by post to Cath Johnson or Kevin Looby at Fylde Law, 325 Clifton Drive South, Lytham St Annes, FY8 1HN. We have a written procedure that sets out how we handle complaints which is available on

request. We are required to deal with your complaint within eight weeks.

In the event that you are not satisfied with the firm's response then you can have the complaint independently looked at by the Legal Ombudsman. The Legal Ombudsman investigates complaints about service issues with lawyers.. There are, however, restrictions to this service for organisations, as set out on their website (see below). 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.

In addition, you should be aware that the Legal Ombudsman will not accept your complaint if:

- more than one year has elapsed from the date of the act or omission giving rise to the complaint; or
- more than one year has elapsed from the time when you should have known about the complaint.

The Legal Ombudsman's contact details are:

- Telephone: 0300 555 0333
- Minicom: 0300 555 1777
- E-mail: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)
- Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)
- Address: Legal Ombudsman, PO Box 6167, Slough, SL1 0EH

You may also be able to object to our bill by applying to the Court for an assessment under Part III of the Solicitors Act 1974. If you exercise this right, you would be prevented from making a complaint to the Legal Ombudsman. In addition, if you apply to the Court for an assessment and if all or part of the bill remains unpaid at the end of that assessment, we are entitled to charge interest. There are strict time limits that apply to this process and you may wish to seek independent legal advice.

The Solicitors Regulation Authority can help if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your

money or treating you unfairly because of your age, a disability or other characteristic. Visit their website at [www.sra.org.uk](http://www.sra.org.uk) to see how you can raise your concerns with them.

## **25. Selling or Letting Property**

The Consumer Protection from Unfair Trading Regulations 2008, as amended, (CPR) places a duty on sellers and landlords who are traders, and upon the solicitors and estate agents of sellers and landlords who are not traders, to disclose any information of which they are aware and which is regarded as material, to any consumers buying or renting that property from them. There is a criminal penalty for those who do not abide by the CPRs that can range from fines to imprisonment of up to two years.

Neither we as your legal representative, nor you as the seller or landlord, must mislead a buyer or tenant either by providing incorrect or ambiguous information, or by omitting to provide material information about the property being sold or let. Information is deemed to be 'material' if withholding it would cause the average consumer to make a decision in relation to the property that he or she would not otherwise have made.

It is essential, therefore, that you disclose to us any known defects and other material adverse matters about the property being sold or let since not doing so could mean that the buyer or tenant would have a claim against you against you or leave you liable to penalties.

You need to make us aware as early in a transaction as possible where such matters exist.

It is vital that neither you, as seller or landlord, or this firm as your legal representative, mislead a buyer or tenant. Please also be aware that if we as your legal representative become aware that any such material information exists, and you do not give us consent to disclose that information to the buyer or tenant, then we may need to stop acting for you, in which case the fees and expenses that will have arisen by that time will be payable to us notwithstanding that we will be unable to act for you further in that matter. The CPR places upon us a duty to act fairly not only to you as our client but

also towards third parties, especially if they are unrepresented.”

**26. Equality and diversity**

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. A copy of our equality and diversity policy is available upon request.

**27. Copyright**

We retain the copyright in documents prepared by us, but where documents have been prepared for your use then, subject to payment of our charges in that respect, we grant you an irrevocable royalty free licence to use those documents for the purpose for which they were prepared.

**28. Third Party Rights**

Unless expressly stated, the Contract (Rights of Third Parties) Act 1999 shall not apply to the retainer. No person who is not a party to the retainer shall have the right to enforce any term of it.

**29. Applicable law**

Any dispute or legal issue arising from our Terms of Business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh courts.

**30. Future instructions**

Unless otherwise agreed, these Terms of Business will apply to all future instructions you give us on this or any other matter.

**31. Acceptance**

These terms of business will be deemed to have been accepted by you upon our subsequent receipt from you or your agent of any instructions, verbal or written, in any matter. Unless otherwise agreed, these terms apply to any future instructions you give to us. In the event of our retainer being from more than one individual or company, the liability for our costs will be joint and several. So that we can be sure that you agree to these terms of business please sign one copy of this document below and return it to us

\_\_\_\_\_

**Fylde Law**

Authorised and regulated by the Solicitors Regulation Authority: registration number 551583

**Your signature(s):**

.....

**Date:** .....

<sup>4</sup>We may from time to time wish to send you information which we think might be of interest to you. This might be information about developments to the law that might be important to you or information about (my/our) practice. In order for us to do so (I/we) need your consent, so if you would like to receive such information please tick here: