

Terms and Conditions

We will endeavour to carry out your instructions as expediently and efficiently as possible. By instructing us to act on your behalf we will always place your best interests first in accordance with the law of England and Wales. In turn we will expect full information from you, so as to ensure we can provide an appropriate professional service. If you have any queries in relation to these terms, your matter or costs please do not hesitate to contact us. **By instructing us, you accept these terms and conditions in full and they will form the basis of our retainer.**

The fee earner in charge of your file will be **SARAH AUSTIN (Principal Solicitor)** If there is a change to the principal fee earner you will be informed. If you have any queries in relation to this matter they should be addressed to your fee earner in the first instance. Your fee earner's current hourly rate is **£375 plus VAT and disbursements.**

Client Identification

In accordance with current anti-money laundering regulations, all new clients must provide one photographic proof of identification and two separate documents verifying their usual residence. The original documents must be presented at/or before the initial meeting. Certified copies will be accepted from another solicitor, accountant or other duly authorised UK professional. If you are usually resident abroad we will require notarised copies of your information. Companies with less than five directors or shareholders, will need to supply personal proof of residence and identity for each director.

Conflict of Interests

We will not be able to accept your instructions if it appears that there is or could be a conflict of interest between one or more instructing parties or in situations where we have confidential information about a client who is or may be in conflict with you.

Reasonable Adjustments

Please advise me, or my staff at the outset, if you require any reasonable adjustments.

Basis of Fees

The fees for our professional services are charged on a time basis. The exact cost will depend on the complexity of your instructions, the time expended on your matter and if appropriate the value of the transaction, as well as any client led time constraints. All invoices will be subject to VAT. Routine letters, e-mails, faxes and telephone calls will be charged at a tenth of the fee earner's hourly rate. Preparation, perusal, drafting, meetings, including travel, or longer letters and calls will be charged on a time basis. As our client you will be personally responsible for our fees; even if the fees are recoverable from a third party. Our hourly rates are reviewed annually on 31st March. If there are any changes you will be informed in writing.

Fixed Fees

Quotes are provided on the information provided at the outset. If your instructions change or significant matters come to light that may affect the retainer we will contact you to update it. Fixed fees are based on reasonable use and so a fair use policy applies. E.G. If a conveyancing matter completes more than six months from receipt of instructions.

Probate

Although, as our client you are personally responsible for the payment of our fees; we will also provide cost information to residuary beneficiaries. This is because they have an interest in the net estate. All fees will be deducted from client funds held by us. If a solicitor acts as an executor, a separate fee will be levied to reflect the additional responsibility of that role.

Fixed Fee Appointments & Services

Full payment will be required at the time of instruction.

Mortgage Lenders

When we undertake conveyancing on your behalf, it is also implied that we act for your mortgage lender. As such we have a duty of care to them in accordance with our professional duties, their mortgage conditions and the UK Finance (formerly CML) handbook.

Disbursements

We will require in advance, payment for all third party costs including court fees, application costs or searches, or agency fees.

The fee we levy includes our cost of arranging the service, as well as all third party costs.

Rendering of Invoices

Invoices will be rendered on a monthly basis unless agreed otherwise. Any discounts applied are on the assumption of prompt payment. For your convenience we accept payment by cheque and bank transfer.

Payments on account

At the commencement of each retainer we will require **£600** on account or a sum equivalent to the transaction's disbursements or initial attendance, whichever is the greater. If the matter does not proceed to completion; a fee may be applicable. Any such fee will be calculated in reference to the time expended and the stage at which the transaction terminated. ***We will generate our request for payments through our accounting system.***

Property If you are buying property we will request funds are remitted to our client account with BARCLAYS. BEFORE REMITTING YOU MUST CONTACT US DIRECTLY TO VERIFY THOSE DETAILS.

Estimate of Costs - An estimate of costs will be provided to you at the earliest opportunity after full information is available. Further updates on likely charges will be provided as the matter progresses and as and when required for both fixed and hourly rated services.

Interest

We will pay interest on client account balances in accordance with the Solicitors' Account Rules. **Financial Services Compensation Scheme (FSCS)** if we make a claim in respect of client money we will, subject to your consent, give certain client information to the FSCS to help them identify clients and any amounts to which they are entitled

Instalment Option Payments

We can accept instalments for our fees but only if it is collected by direct debit. Each matter will be decided individually; as to the appropriate level of payment and repayment period. Please discuss this with your fee earner at the outset of your retainer.

Lien

Original documents will be returned to you on request or at the conclusion of our retainer, once all invoices and disbursements are discharged in full.

Archive Our files are archived after our retainer is concluded. We reserve the right to hold the file only in an electronic format. Austins will retain the file for six years in accordance with the current regulations. You may request the file or any document from it at any time during that retention period. Please quote your client reference on all communications with us. However we do reserve the right to charge an administration fee to comply with your instructions for recovering files and documents or to provide information to a third party.

Complaints

- In the unlikely event you have reservations or a complaint about the service provided to you, please contact your fee earner in the first instance. If this does not resolve matters then please contact **Sarah Austin** who will examine the file and will endeavour to address your points and respond to you in writing within 10 working days. Alternatively if Sarah Austin is your fee earner an independent solicitor will be
- instructed to review the file.
- *If at any point you become unhappy with the service we provide to you, then please inform us immediately so that we can do our best to resolve the problem for you. You can obtain a copy of our complaints procedure from www.austinsandco.co.uk/aboutus/complaints*
- *If we are unable to resolve your complaint then you can have the complaint independently looked at by the Legal Ombudsman. The Legal Ombudsman investigates complaints about service issues with solicitors. <https://www.legalombudsman.org.uk/how-we-work/legal-service-provider-journey/>*
- *The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you.* **Legal Ombudsman P.O. Box 6167 Slough SL1 0EH Tel. 03005550333.** Further information about their scheme rules and procedure are also available on their website www.legalombudsman.org.uk, one year from the date of the act or omission being complained about; *or*
- one year from the date when the complainant should have realised that there was cause for complaint.

Unpaid Invoices – All Invoices are payable on presentation

In accordance with the Solicitors Act 1974 we will add interest to any outstanding balances one month after they are rendered; at a rate of 8%. If they remain unpaid, we reserve the right to instruct third parties to collect the outstanding sums. Such collection costs will be added to the outstanding payment (including interest). We will also deduct any discounts after 30 days and will reissue the invoice for the full time/cost expended.

Indemnity Insurance Our liability to you for a breach of your instructions shall be limited to £2,000,000 unless we expressly state a higher amount in the letter accompanying these terms of business. 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. The details of our indemnity insurance providers are available at our office or on request. Please ask if you would like us to explain any of the terms above.

Data Protection Act & EU General Data Protection Regulation (GDPR)

We use the information you provide primarily for the provision of legal services to you and for related purposes including, anti-money laundering checks, updating and enhancing client records, analysis to help manage our practice, statutory returns and regulatory compliance. By instructing us to act on your behalf, you are also authorising us to pass your information to other professional advisors, for your benefit. We will always maintain your confidentiality but our client files may be inspected by the our accountants, independent assessors, the Law Society and the Solicitors Regulation Authority. We do not copy your personal data to any overseas organisation. You have a right of access to the data we hold for you and if necessary it can be corrected, updated or deleted. Otherwise your data will be held for a minimum statutory period of six years. Guidance can also be found on our website www.austinsandco.co.uk.

Your information

If you provide us with any personal data while using our website we may use it to provide you with any information or services you have requested. We may also use it for any other purpose for which you give your consent. For example we may send you

additional information about the firm or its services, if you have consented to us doing so.

We will not normally send such data outside the European Economic Area (EEA).

Data Protection Privacy Notice

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 to help us manage our practice
- statutory returns
- legal and regulatory compliance

Our use of that information is subject to your instructions, data protection law and our duty of confidentiality.

Please note that our work for you may require us to pass on such information to third parties such as expert witnesses and other professional advisers, including sometimes advisers appointed by another party to your matter. We may also give such information to others who perform services for us, such as typing or photocopying. Our practice may be audited or checked by our accountants or our regulator, or by other organisations. We do not normally copy such information to anyone outside the European Economic Area, however we may do so however when the particular circumstances of your matter so require. All such third parties are required to maintain confidentiality in relation to your files.

You have a **right of access** under data protection law to the personal data that we hold about you. We seek to keep that personal data correct and up to date. You should let us know if you believe the information we hold about you needs to be corrected or updated. The person responsible for data protection in this firm is **Sarah Austin**, the Principal.

Data Protection in Respect of Money Laundering Checks

We may receive personal data from you for the purposes of our money laundering checks, such as a copy of your passport. These will be processed only for the purposes of preventing money laundering and terrorist financing, or as otherwise permitted by law or with your express consent. You consent to us retaining such data for longer than the five year statutory period, unless you tell us otherwise.

Data Protection – Your Obligations

If you send us personal data about anyone other than yourself you will ensure you have any appropriate consents and notices in place to enable you to transfer that personal data to us, and so that we may use it for the purposes for which you provide it to us.

Keeping You Informed

We may from time to time send you information which we think might be of interest to you (for example about legal developments or our other services). If you do not wish to receive that information please notify us, preferably in writing. Please address your correspondence to your fee earner or the Data Collection Officer.

Data Protection in Respect of Money Laundering Checks

We may receive personal data from you for the purposes of our money laundering checks, such as a copy of your passport. These will be processed only for the purposes of preventing money laundering and terrorist financing, or as otherwise permitted by law or with your express consent.¹

Data Protection – Your Obligations

If you send us personal data about anyone other than yourself you will ensure you have any appropriate consents and notices in place to enable you to transfer that personal data to us, and so that we may use it for the purposes for which you provide it to us.

Costs Information for Clients

The rules about Solicitor's costs and the factors to be taken into account are contained in the Solicitors' (Non-Contentious) Remuneration Order 2009 and the Solicitors' Act 1974 (SA74). We are required to give you certain information before we may take proceedings to recover costs or charge interest on overdue accounts. Please note:

Interest We have the right to charge interest on any outstanding amount of a bill (including disbursements and vat) from one month after the delivery of the bill, at the rate payable on judgement debts including any bill assessed following taxation. The current rate is 8%.

Non-Contentious Costs - Please refer to the Solicitors (Non-Contentious Business) Remuneration Order 2009 or Solicitors Act 1974 for your full rights. From 1 March 2010 you may apply for an assessment of the bill under Part III Solicitors Act 1974.

Contentious Costs - You may request an assessment of your contentious costs. Any such request must be made in writing within one month of the bill being rendered, unless a judgement has already been obtained for the recovery of the costs owed.

Service of a Statutory Demand A solicitor may serve a statutory demand within one month of delivering a bill and can, after the expiration of one month from the delivery of the bill, issue a bankruptcy petition provided 21 days have expired from service of the statutory demand. **Costs of assessment** - if on assessment the chargeable party does not reduce the bill (exclusive of VAT) by at least twenty per cent, they will be liable for the costs of assessment.