

Squire Biggs Law Limited is authorised and regulated by the Solicitors Regulation Authority (SRA) - Registration Number 658909. The SRA require certain information to be given to clients. That information is included in this statement which also sets out the terms on which we carry out work for you.

1. Hours of Business

Our offices are usually open from 9.00am to 5.00pm on weekdays and an answering service is available at other times. Appointments can be arranged outside these hours if required.

2. Responsibility for Work

- 2.1. The fee earner responsible for your matter will be set out in your Engagement Letter provided along with this document. The fee earner may be assisted by other fee earners and staff within Squire Biggs Law Limited or external third parties where appropriate.
- 2.2. We try hard to avoid changing the people who are handling your work but if we cannot avoid this we will let you know promptly who will be handling your work and why the change was necessary.

3. Complaints

- 3.1. We are committed to providing high quality legal advice and client care. In the event that you should have a problem with or a query about the way in which your matter is being handled or you feel that our services can be improved, we would ask you to inform us at your earliest convenience.
- 3.2. If you are unhappy with any aspect of our service (including a bill), you should raise your concerns with the fee earner who has conduct of your matter.
- 3.3. If you remain dissatisfied and wish to make a formal complaint then you should write to Grant Squire, our Complaints Partner, at the following address: 1 The Crescent, Taunton, Somerset, TA1 4EA explaining the reasons for your complaint, and request a response to your concerns. Your complaint should be made within 4 weeks of your last contact with us on your matter.
- 3.4. If we are still unable to resolve matters with you then you can have the complaint independently looked at by the Legal Ombudsman ("LeO") who can be contacted in writing at:

Legal Ombudsman
PO Box 6167
Slough
SL1 0EH

Email: enquiries@legalombudsman.org.uk
Telephone: 0300 555 0333.
Website: www.legalombudsman.co.uk

You should normally refer your complaint to the LeO within six months of receiving a final response from us and within six years from the date of the act or omission that gave rise to your complaint or within 3 years from when you should reasonably have known there was cause for complaint.

- 3.5. If you wish to make a formal complaint about the professional conduct of any solicitor at Squire Biggs Law Limited (rather than any aspect of our services pursuant to clauses 3.1 to 3.4 above), in the first instance you should write to Grant Squire, our Complaints Partner, at the following address: 1 The Crescent, Taunton, Somerset, TA1 4EA explaining the reasons for your complaint, and request a response to your concerns. Your complaint should be made within 4 weeks of your last contact with us on your matter.
- 3.6. If you remain dissatisfied, you may make a formal complaint about the professional conduct of the solicitor concerned to the Solicitors' Regulation Authority (SRA). For guidance on the SRA's complaints process, please contact:

Solicitors' Regulation Authority Contact Centre
The Cube
199 Wharfside Street
Birmingham
B1 1RN

Email: contactcentre@sra.org.uk
Telephone: 0370 606 2555
Website: www.sra.org.uk

4. Fees

- 4.1. We will provide a fixed quote unless we have indicated otherwise in our accompanying Engagement Letter. If unforeseen work and additional costs are going to arise, we will notify you as soon as possible.
- 4.2. If not a fixed fee, charges are calculated largely by time spent dealing with your matter including time spent with you and others; dealing with correspondence and telephone calls; considering, preparing and working on documentation; advising appropriately; and any waiting or travelling time arising. We will always try to give as accurate an estimate as we can, subject to information provided.
- 4.3. Charges are calculated at the hourly rates set out in our Engagement Letter. Time is recorded in 6-minute units (ie. 10 units per hour). Routine letters, telephone calls and emails are charged as one unit. Other letters, telephone calls and emails and other time spent will be charged on a time basis rounded up to the next complete unit. VAT at the current rate will be added to these charges. Our VAT registration number is GB322146540.
- 4.4. Rates are normally reviewed in April. If your matter has not concluded before the next review date you will be advised of new rates applying to work done after that date.
- 4.5. As well as time spent, we may take into account other factors including complexity, any particular expertise or specialist knowledge required, urgency and, if appropriate, value involved. We will notify you if enhanced charges or a value element will apply, either at the outset or as soon as possible after we become aware of any change in the nature of the matter. This reflects the importance of the matter to you and the consequent responsibility falling on us.
- 4.6. We are entitled to charge for work done as set out above whether or not a transaction or case successfully concludes unless we agree with you otherwise.
- 4.7. Our charges include the cost of ordinary first or second class letter post and telephone calls within the UK but we reserve the right to recharge exceptional postage and/or telephone costs.
- 4.8. Paragraphs 4.1 to 4.7 above apply unless expressly varied and agreed in writing.

5. Disbursements

We are not obliged to make payment of disbursements on your behalf unless funds have been provided for that purpose.

6. Payment of Fees and Disbursements

- 6.1. Commercial Conveyancing: normally invoices are raised on exchange of contracts and payment is required before completion. On completion sums due to us will be deducted from funds held unless agreed otherwise.
- 6.2. Other matters: disbursements incurred and work carried out are normally invoiced monthly on an interim invoice basis to help you budget for costs. If payment is not made, we reserve the right to stop acting and the balance of work done to date will be invoiced to you.
- 6.3. It is normal to ask clients to pay money on account of expected fees and disbursements. Prompt payment will help avoid delay in

the progress of your matter. If a request is not met, we reserve the right to stop acting.

- 6.4. In matters continuing for some time regular payments on account can be made by way of standing order. Monies will be held on Client Account until required.
- 6.5. We accept payment of costs and disbursements by debit card, direct bank transfer (our Client Account Details are noted in section 9 of this document) or in cash under £500.
- 6.6. If we receive money on your behalf, we are entitled to apply it first in satisfaction of any outstanding bills or disbursements and to apply it against the longest outstanding liabilities first.
- 6.7. Invoices are payable immediately. Interest is payable on unpaid invoices at 8% above the Bank of England base rate from time to time in force or at such higher rate as may be provided for by the Late Payment of Commercial Debts (Interest) Act 1998 or s69 of the County Courts Act 1984, from 14 days after the invoice date.
- 6.8. Interest pursuant to paragraph 6.7 will be payable on the amount due until the date of payment, whether before or after any judgment. We shall also be entitled to recover costs at our usual hourly rates in recovering any debt due from you and shall not be limited to fixed costs under the Civil Procedure Rules.
- 6.9. We are entitled to retain your papers and documents whilst money is owed to us.

7. **Costs Recovered**

- 7.1. Even if you are successful and another party is ordered to pay some or all of your costs, it is rare that payment is in full. Our fees and disbursements are primarily payable by you and any amounts recovered will be a contribution towards them. If the other party is in receipt of public funding it is unlikely that any costs will be recovered. There is also always the risk of a party being unable to pay costs, even if ordered to do so by the court. Work involved in the costs recovery may be charged additionally.
- 7.2. If your costs are payable by another party, interest can be claimed on them from the date the Costs Order was made. If interest received relates to unpaid costs and disbursements due to us, we are entitled to retain it.
- 7.3. If your matter is unsuccessful, you may be ordered to pay another party's costs and disbursements (in addition to those payable to this firm). Insurance may be available to cover liability for the other party's costs.
- 7.4. As an alternative to court proceedings alternative dispute resolution (ADR) may be available. If you unreasonably refuse to take part in ADR a court can impose costs sanctions on you even if you win your case.

8. **Your Money & Interest – Client Monies**

- 8.1. We will accept and hold client monies only to the extent necessary to undertake professional services for you or to hold money on account of anticipated costs and expenses, including our own.
- 8.2. All client monies held by us will be deposited in our general client account or in an individual designated client account with our bankers. All monies are held and the accounts operated in strict accordance with the SRA Accounts Rules in force from time to time.
- 8.3. Unless we have agreed to hold monies for anticipated disbursements, any monies held by us on your behalf will be applied to pay our bills and incurred disbursements. To comply with the SRA Accounts Rules, such monies will be transferred to the Squire Biggs Law Limited Office Account in settlement of bills within 14 days of their receipt or where held on account within 14 days of the date of the invoice.
- 8.4. A fair sum of interest will be paid on money held for you other than for immediate payment of fees, disbursements, or VAT, in accordance with the SRA Accounts Rules. Please contact us for the rate of interest to be applied when appropriate. Interest will be paid from the date money is received by us until the date the money is paid out.
- 8.5. If you are obtaining mortgage finance in relation to your transaction, we will request the funds so that they are available in cleared funds on the day prior to completion. Your lender may charge interest from the date of issue of the advance.
- 8.6. In the event of the insolvency of a bank or other authorised financial institution at which we hold a Client Account from time

to time we may not be able to guarantee immediate repayment of funds on demand or repayment in full. Such monies are deemed deposits under the Financial Services Compensation Scheme. Our liability is limited to the amount deemed repayable to you under the scheme. For more information see www.fscs.org.uk/can-we-help

- 8.7. Where money is returned to you please bank cheques promptly. Cheques unpresented after 6 months may be stopped and we reserve the right to deduct any administration costs or bank charges arising and to deal with the balance remaining in accordance with the provisions of the Solicitors' Accounts Rules.

9. **Bank Details**

All payments should be made to our Client Account, the details of which are as follows:

Bank: Lloyds Bank
Account Name: Squire Biggs Law Limited
Sort Code: 30-98-45
Account Number: 10706863

Please quote your matter **reference number** (which can be found on all correspondence) on all payments.

10. **Provision of Instructions**

- 10.1. We may rely on instructions provided by you or others with actual or apparent authority to provide instructions on your behalf unless you indicate otherwise. If we are instructed jointly by two or more people on a matter we shall be entitled to act on the instructions of one unless we are instructed otherwise in writing.
- 10.2. Advice we provide on the basis of your instructions is for your benefit only and we do not owe any duty to any third party to whom you may disclose the advice provided. The provisions of The Contracts (Rights of Third Parties) Act 1999 are expressly excluded from the terms of this agreement.
- 10.3. This agreement between us may not be assigned for the benefit of any other party without our prior agreement in writing.

11. **Electronic Commerce**

- 11.1. We submit documents and/or other information electronically as may be necessary on your behalf. We shall take all reasonable steps to ensure these transactions are communicated securely.
- 11.2. Following a land purchase, we will prepare a Stamp Duty Land Tax Return for approval by you. As penalties and interest arise if it is not submitted to HM Revenue & Customs within 30 days of completion, if we do not hear from you within 7 days of sending you the Return, we will assume it is approved and submit it for you.

12. **Changes in the Law**

Responsibility cannot be accepted for detriment suffered by you as a consequence of your acting on advice where the law or interpretation of it has changed since the advice was provided unless we have specifically agreed in writing that we will provide updates to you, or you have confirmed with us that the advice provided is still valid.

13. **Storage of Files, Papers and Deeds**

- 13.1. We store deeds and other documents at no cost to existing clients. Storage of documents does not imply any wider obligation to you.
- 13.2. Your file may exist in either paper or digital format and in some cases both.
- 13.3. When acting for you, there will not normally be a charge for retrieval of documents stored by us, but charges may arise to retrieve and release documents to you or third parties.
- 13.4. After completion of your matter we will retain your file (in either paper or digital format) for at least six years unless you request that it is returned to you. After that time, unless you indicate otherwise, the file (but not documents in safe storage) will be destroyed. There is a file retrieval charge (currently £30+vat but variable) if you request us to retrieve a file at any time.

14. **Termination**

- 14.1. You may terminate instructions in writing at any time, but we are entitled to keep papers and documents if any money is owed to us.
- 14.2. We may decide to stop acting for you only with good reason, e.g. your failing to make requested payments, or failing to give us proper instructions or access to necessary documents. In such

cases, we will give you reasonable notice of stopping acting for you. If payment requests are not met, we reserve the right to only complete further work to the extent that we hold funds to cover the cost of such work. Continuing to work in such circumstances is without prejudice to our right to terminate the retainer as a whole.

- 14.3. If instructions are terminated, you will pay our charges at the hourly rate set out in the Engagement Letter to the date of termination together with any disbursements.
- 14.4. If a conflict of interest arises in acting for you, we will notify you immediately and may have to stop acting for you. We may not be able to inform you why the conflict has arisen.
- 14.5. Where instructions were taken from you other than at our business premises The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 allow you to cancel your instructions to us within 14 days unless you have waived that right. Full details will have been provided to you separately.

15. **Setting Ourselves Standards**

We require fee earners to meet certain standards with regard to client care including that:

- 15.1. You should receive copies of all substantive correspondence and be kept regularly informed of progress
- 15.2. Telephone calls should be returned the same day wherever possible
- 15.3. Correspondence of any sort should be dealt with on the same day received and in any event within five working days
- 15.4. All communication to be in plain English
- 15.5. Appointments should be arranged without undue delay
- 15.6. You are advised of the likely timescale and the costs/risk benefit of pursuing a particular course of action.

16. **Your Data & Confidentiality**

- 16.1. In order to provide you with services we may need to process your personal data and data which you have sent to us. Please see our Privacy Notice below for detailed information about how we use such data and your rights in relation to such data.
- 16.2. We will keep all such information in accordance with our statutory obligations under the Data Protection Act 2018 and General Data Protection Regulations (GDPR) 2018.
- 16.3. Information provided by you will be used primarily for the conduct of the work we are instructed to carry out on your behalf together with related purposes including updating and maintaining our records, managing our practice and statutory and regulatory compliance. You have a right to disclosure of the personal data we hold about you.
- 16.4. We may contact you through any address or telephone number we have for you unless you instruct us to use only a particular address or telephone number.
- 16.5. We may contact you through any email address provided by you unless instructed otherwise. We cannot guarantee the receipt of email messages sent to or from us.

17. **Privacy Notice**

- 17.1. Squire Biggs Law Limited is a limited company and a 'controller' under the General Data Protection Regulation (GDPR) and Data Protection Act 2018.
- 17.2. The basis on which we process your personal data is for one or more of the following reasons:
 - It is necessary for the performance of our contract with you
 - Updating and enhancing client records
 - Analysis to help manage our practice
 - Statutory returns
 - Legal and regulatory compliance
 - You have given us your consent, which can be withdrawn at any time by advising our Compliance Officer for Legal Practice (COLP), Grant Squire.
- 17.3. Our use of that information is subject to your instructions, data protection law and our duty of confidentiality.
- 17.4. Please note that our work for you may require us to pass on such information to third parties such as barristers and expert witnesses including sometimes advisors appointed by another party to your matter. We may also give such information to

others who perform services for us on your behalf such as financial advisors or estate agents and surveyors, process servers and other professional advisors. Our practice may be audited or checked by a regulator or our accountants or by other organisations. We do not normally copy such information to anyone outside the European Economic Area, however, we may do so when the circumstances of your matter so require. All such third parties are required to maintain confidentiality in relation to your files.

- 17.5. You have a right of access under the data protection law to the personal data 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 on you needs to be corrected or updated.
- 17.6. We have appointed a Data Protection Officer (DPO) as our representative for the purposes of the GDPR. Our Data Protection Officer is James Martin. He is supported in this role by our Compliance Officer for Legal Practice (COLP), GrantSquire. If you have any further questions regarding how we store or process your data, then please direct them to Grant Squire.

18. **Copyright**

- 18.1. We retain copyright in all documents produced by us and reserve the right to be identified as creator and copyright owner.
- 18.2. You must not modify, reuse, or adapt any documents we produce for you without our written agreement.

19. **Proceeds of Crime Act 2002 and Money Laundering Regulations 2007**

- 19.1. To comply with money laundering regulations, we need to obtain evidence of your identity as soon as practicable. When you first instruct us, you will be asked to provide documentation to verify your identity and current address. If you are instructing us on behalf of a corporate body or institution, we will also carry out additional checks to establish the identity of the directors and/or other officers, and such further checks as may be considered necessary. It is also a requirement that we update such information at least every three years, even for existing clients.
- 19.2. Although we are professionally and legally obliged to keep client affairs confidential, anti-money laundering legislation can require us, in certain circumstances, to disclose information to the National Crime Agency. If we know or suspect that a transaction involves money laundering or terrorist financing, we may be required to make a disclosure, but may not be able to inform you that we have done so. We may have to stop working on your matter for a period of time and may not be able to tell you why.
- 19.3. We are not obliged to accept cash and will not normally accept amounts in excess of £500. If cash is deposited directly into our bank we reserve the right to charge for any additional checks necessary to establish the source of the funds.
- 19.4. At the end of your matter, monies due to you will be paid by cheque or to your bank but not in cash and will not be made payable to a third party.

20. **Financial Services**

- 20.1. We are not authorised by the Financial Conduct Authority (FCA) to provide investment advice and may refer you to an authorised advisor if required. We can provide certain limited services in relation to investments, if they are closely linked with the legal services we are providing. Signing these terms and conditions authorises us to contact an FCA authorised advisor on your behalf.
- 20.2. Should you need advice on investments, we may have to refer you to someone who is authorised by the Financial Services Authority, as we are not. 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 members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.

21. **Equality and Diversity**

We promote equality and diversity in all dealings with clients and third parties.

22. **Professional Indemnity Insurance**

- 22.1. Our professional indemnity insurance covers legal work in relation to English law. Full details are available on request.
- 22.2. Where we are legally able to do so, liability for any breach on our part shall be limited to £3,000,000 unless otherwise agreed in

writing with you.

23. **Referral Fees**

Where we have paid a fee to any third party for a referral of your transaction to us this will be notified in our initial letter to you or otherwise as soon as possible thereafter.

24. **Notices**

Any notice pursuant to this agreement may be given by us to you at any address we hold for you and any notice from you to us may be given at the address on our letterhead from time to time and in either case may be given personally or by post.

25. **Jurisdiction**

This agreement shall be interpreted in accordance with the law of England & Wales and any dispute shall be determined by the courts of England & Wales.

Your continuing instructions in this matter will amount to acceptance of these terms and conditions of business and constitutes the whole of the agreement between us. Unless otherwise agreed, and subject to the current hourly rates, these terms and conditions will also apply to any future instructions from you.