

**STANDARD TERMS OF BUSINESS**

I/We acknowledge receipt of the Standard Terms of Business set out below

Signed .....

«Contact\_Initials» «Contact\_Surname»

Signed .....

«Contact\_Second\_Initials» «Contact\_Second\_Surname»

Dated .....

**I. TERMS OF BUSINESS**

Due to the fact that we are authorised and regulated by the Solicitors Regulation Authority (SRA), our professional rules place an obligation on us to bring certain important issues to your attention and this is the aim of our Terms of Business. You should please take time to read and understand this document, as it contains valuable information on how we conduct your matter, our obligations as well as yours.

**II. YOUR PERSONAL DATA:**

In the course of providing you with legal advice, assistance and guidance, it proves necessary for us to collect some information from you. This may include your name, residential and/or work address, telephone number, date of birth, marital status and other such details, all of which form your personal data. We can confirm that we never share or sell your personal information with any third party and we only collect such personal data for the strict purpose of providing you with the required legal service. Please ask for a copy of our Privacy Policy at any point during your matter for clarification on how we store and use your personal data.

We may also wish to contact you on occasion with our newsletter (The Field Leader), invitations to some of the corporate events we participate in, such as the Blakesley Show and Leicestershire Show as well as social events, including drinks at Christmas. We hope you have found these materials and events useful. However, we would be grateful if you would kindly confirm whether you are happy to continue to receive such notifications from us. In compliance with the General Data Protection Regulation (GDPR), we will not be able to send you the newsletter and/or invitations to events without your consent. To provide or withdraw consent, please tick in the appropriate box below:

I am happy for you to send me your newsletter and event notifications <input type="checkbox"/>	I do not wish to receive any notification/I would like to be removed from your mailing list <input type="checkbox"/>
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## **1. HOURS OF BUSINESS**

Our hours of business are Monday to Thursday 9:00am to 5:15pm and Friday 9:00am to 5:00pm. If you need to contact us in an emergency please try us on [info@arnoldthomson.com](mailto:info@arnoldthomson.com) and we shall endeavour to assist.

## **2. OUR RESPONSIBILITIES**

Our responsibilities may/will include reviewing your matter regularly and keeping you updated at the appropriate stage. Our work does not include tax, or any other ancillary advice, unless specifically instructed by you, and for which there may be an additional fee.

## **3. YOUR RESPONSIBILITIES**

As the client(s) your responsibilities may/will include providing us with clear, timely and accurate instructions, and providing all documentation required to complete the transaction in a timely manner.

## **4. CONFLICTS OF INTEREST**

The term 'Conflict of Interest' refers to a situation where:

- 4.1 we have received instructions from you and another party (or parties) whose interests may potentially clash with your best interests because the instructions relate to the same or a related matter, giving rise to a conflict in our duties;
- 4.2 our duty to act in your best interests in relation to a matter conflicts, or there is potential for it to be in conflict, with our own interests in relation to that or a related matter;
- 4.3 your instructions relate to a matter on which we previously acted for or are acting for another client and the details or information about their matter may:
  - i. reasonably be expected to be material; and
  - ii. you have an interest adverse to our other client or former client.

To avoid a conflict of interest situation, we search our records extensively before accepting instructions from all our clients and we continue to perform the necessary searches as matters progress. Where it becomes apparent that a conflict has arisen or may arise, we may not be able to accept or continue working on the relevant matter. If this becomes applicable to you, we will notify you as soon as we become aware of any potential conflict.

## **5. PEOPLE RESPONSIBLE FOR YOUR WORK**

You have been notified from inception of the identity of the person who will carry out most of the work in relation to your matter and whether anyone else will also be assisting from time to time. If the person dealing with your matter is unavailable, please either leave a message to return your call or speak to his/her secretary who will be pleased to take a message.

We will try to avoid changing the people who handle your work but if this cannot be avoided, we will inform you promptly of the identity of the person who will be handling the matter and why any change was necessary.

We must, however, stress that all legal liability rests at all times with the Company and not with any particular individual. We aim to offer all of our clients an efficient and effective service, and we are confident that we will do so in this case. However, should there be any aspect of our service with which you are unhappy and which you cannot resolve with the person handling your case, please raise this as soon as possible with our Practice Director, Mrs. Remi Stumpfenhusen.

## **6. STATUTORY REQUIREMENTS**

The Company is subject to legislation which, in certain circumstances, can override the solicitor's duty of confidentiality to the client. We are obliged to report all suspicious or potentially suspicious transactions to the UK Serious Organised Crime Agency.

We are obliged to satisfy ourselves as to your identity, even if we have done business for you previously. If a third party is involved, for example a loan from a parent, friend or company, we must also satisfy ourselves as to their identity and the source of the money. If requested, you must complete any Proof of Identity form sent to you as soon as possible and return it together with the documentation required. We may be obliged to seek additional proof of identity in certain circumstances. If this is not returned within 14 days, we reserve the right to cease work on your matter until the documents are provided.

The recent changes to the Anti-Money Laundering Regulations now impose a further obligation upon us to verify your identity and this is carried out by an electronic search via our search agents based upon the proofs of identity which you provide us. The search will check a number of registers, including credit registers, for the sole purpose of confirming your identity, and the information provided is used solely for this purpose. The cost of the search (whenever applicable) will be included in our invoice when we render our account.

Our client account may only be used for holding money for specific transactions. We must know in advance of a transaction the source of any money that is being transferred into our client account and where we send you a Source of Funds form at any point in your transaction, this must be completed and returned. Cheques and electronic transfers from recognised UK banks are, generally, perfectly acceptable. Electronic transfers from overseas banks and, particularly, from offshore trusts and tax havens, may have to be investigated and could delay matters for up to 31 days. Funds arriving from an unidentified source will have to be investigated, which could also cause a delay of up to 31 days. We cannot accept responsibility for any resulting delays caused by regulatory requirements.

## **7. COMPLAINTS PROCEDURE**

If you are dissatisfied with any aspect of the service you receive, including the amount you have been charged, we have a complaints procedure which should be followed. To request a copy of the procedure, please speak to either the lawyer you are dealing with or Remi Stumpfenhusen, Director and Complaints Manager. Remi can be contacted via post: Arnold Thomson, 205 Watling Street West, Towcester, Northants, NN12 6BX or via email [rs@arnoldthomson.com](mailto:rs@arnoldthomson.com).

We shall do all that we can to resolve a complaint with you through our complaints procedure but if you remain dissatisfied, you will have the right to refer the matter to the Legal Ombudsman within six months of your last contact with us.

The Legal Ombudsman can be contacted at: PO Box 6806, Wolverhampton, WV1 9WJ; Tel: 0300 555 0333; [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk) email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

## 8. CHARGES AND EXPENSES

Our charges are generally based on the time spent in dealing with the matter. Time spent will include meetings with you and perhaps others; considering, preparing and working on papers; correspondence and making and receiving telephone calls. Charges will be calculated by reference to the hourly rate prevailing when the work is carried out. These rates are normally reviewed annually on 1 January although they may be reviewed occasionally from time to time throughout the year. Details of our current hourly rate charges are set out below. You will be notified in writing of any increase.

LAWYER	CHARGE RATE	QUALIFICATION	SECRETARY
<b>MIKE THOMSON</b> <a href="mailto:mike.thomson@arnoldthomson.com">mike.thomson@arnoldthomson.com</a>	£340	Solicitor and Director	<b>SU SANDS</b> <a href="mailto:su.sands@arnoldthomson.com">su.sands@arnoldthomson.com</a>
<b>MATT HAWKINS</b> <a href="mailto:matt.hawkins@arnoldthomson.com">matt.hawkins@arnoldthomson.com</a>	£290	Solicitor and Director	<b>KATIE LINCOLN</b> <a href="mailto:katie.lincoln@arnoldthomson.com">katie.lincoln@arnoldthomson.com</a>
<b>MRS CHRISTINE SIMKINS</b> <a href="mailto:christine.simkins@arnoldthomson.com">christine.simkins@arnoldthomson.com</a>	£290	Solicitor	<b>JOANNE STEVENS</b> <a href="mailto:joanne.stevens@arnoldthomson.com">joanne.stevens@arnoldthomson.com</a>
<b>MIKE FURSEY</b> <a href="mailto:mike.fursey@arnoldthomson.com">mike.fursey@arnoldthomson.com</a>	£290	Consultant (Solicitor)	<b>SUE BROWN</b> <a href="mailto:sue.brown@arnoldthomson.com">sue.brown@arnoldthomson.com</a>
<b>MRS KATE AUSTIN</b> <a href="mailto:kate.austin@arnoldthomson.com">kate.austin@arnoldthomson.com</a>	£265	Chartered Legal Executive and Director	<b>DONNA BULLOCK</b> <a href="mailto:donna.bullock@arnoldthomson.com">donna.bullock@arnoldthomson.com</a>
<b>NADIYA VIRANI-BLAND</b> <a href="mailto:nadiya.virani-bland@arnoldthomson.com">nadiya.virani-bland@arnoldthomson.com</a>	£265	Solicitor & Director	<b>SUE BROWN</b> <a href="mailto:sue.brown@arnoldthomson.com">sue.brown@arnoldthomson.com</a>
<b>MRS CAROLINE GIBBS</b> <a href="mailto:caroline.gibbs@arnoldthomson.com">caroline.gibbs@arnoldthomson.com</a>	£265	Solicitor (Consultant)	<b>SUE BROWN</b> <a href="mailto:sue.brown@arnoldthomson.com">sue.brown@arnoldthomson.com</a>
<b>MRS ALBERTA REID</b>	£265	Senior Conveyancing	<b>LORRAINE ANDERSON</b>

<a href="mailto:alberta.reid@arnoldthomson.com">alberta.reid@arnoldthomson.com</a>		Manager; & Director	<a href="mailto:lorraine.anderson@arnoldthomson.com">lorraine.anderson@arnoldthomson.com</a> <b>LINDA KIRK</b> <a href="mailto:linda.kirk@arnoldthomson.com">linda.kirk@arnoldthomson.com</a>
<b>JEFF GLENN</b> <a href="mailto:jeff.glenn@arnoldthomson.com">jeff.glenn@arnoldthomson.com</a>	£265	Solicitor	<b>SUE BROWN</b> <a href="mailto:sue.brown@arnoldthomson.com">sue.brown@arnoldthomson.com</a>
<b>MRS MICHELLE WOOLSTON</b> <a href="mailto:Michelle.woolston@arnoldthomson.com">Michelle.woolston@arnoldthomson.com</a>	£250	Solicitor	<b>KATIE HARTSHORN</b> <a href="mailto:katie.hartshorn@arnoldthomson.com">katie.hartshorn@arnoldthomson.com</a>
<b>MRS RHIANNON BESWICK</b> <a href="mailto:rhiannon.beswick@arnoldthomson.com">rhiannon.beswick@arnoldthomson.com</a>	£225	Chartered Legal Executive	<b>EMMA SCOTT</b> <a href="mailto:emma.scott@arnoldthomson.com">emma.scott@arnoldthomson.com</a>
<b>MRS SAMANTHA PRIESTMAN</b> <a href="mailto:samantha.priestman@arnoldthomson.com">samantha.priestman@arnoldthomson.com</a>	£165	Graduate, Chartered Institute of Legal Executives	<b>ANGELA JENKINSON</b> <a href="mailto:angela.jenkinson@arnoldthomson.com">angela.jenkinson@arnoldthomson.com</a>
<b>LINDA BARRETT</b> <a href="mailto:linda.barrett@arnoldthomson.com">linda.barrett@arnoldthomson.com</a>	£225	Solicitor	<b>ANGELA JENKINSON</b> <a href="mailto:angela.jenkinson@arnoldthomson.com">angela.jenkinson@arnoldthomson.com</a>
<b>THOMAS HAZLEWOOD</b> <a href="mailto:Thomas.hazlewood@arnoldthomson.com">Thomas.hazlewood@arnoldthomson.com</a>	£150	Solicitor	<b>ANGELA JENKINSON</b> <a href="mailto:angela.jenkinson@arnoldthomson.com">angela.jenkinson@arnoldthomson.com</a>

The hourly rates quoted do not include VAT which must be added at the prevailing rate at the time, currently 20%. You will also be responsible for payments which we have to make on your behalf and these will include fees to local authorities or other service providers for searches or copy documents, stamp duties and Land Registry fees. These are generally referred to as disbursements. It is normal practice to ask clients to pay sums of money from time to time on account of the charges and expenses that are expected in the following weeks or months and, if payment is not made promptly when requested, we reserve the right to suspend further action on your transaction. We shall, however, give you as much notice as possible of the likely amounts and when they will fall due.

On the information currently available to us, we would anticipate that our total charges will be as indicated in the Cost Estimate enclosed. You will appreciate however that it may be difficult, at this initial stage, to give a precise figure and we will inform you as soon as we are able if it becomes apparent that the estimate needs to be revised.

If you wish to set a limit on our charges, beyond which we would not proceed without specific prior discussion and agreement with you, please telephone to discuss and agree an appropriate figure.

Please note that if a third party has agreed to pay any part of our charges, should that party for any reason fail to pay, you remain primarily liable to do so.

## **9. BILLS AND MONEY**

Interest will automatically be calculated on any money we hold on your behalf in our client account. If that interest amounts to more than £20, we shall account to you for it. Interest will always be credited and paid to you gross (that is with no income tax deducted) at a rate equivalent to that available, from time to time, on the relevant sum from our bankers.

We will send you a bill when the work is completed but if the matter proves to be lengthy, the Company reserves the right to render interim bills at appropriate stages in your case. In this respect you should appreciate that we are often dependent on other parties before being able to finalise matters.

If we hold sufficient funds on your behalf and we have sent you a bill, we will deduct our charges from those funds and indeed are specifically required to do so under the Solicitors Accounts Rules which govern our handling of clients' money.

The payment of any bill is due in any event within 14 days of our sending it to you. If you do not pay the bill within this time, the Company will charge interest on the bill @ 8% per annum on a daily basis from the date of the bill. It is preferable that you notify us by email, where possible, when crediting our Client Account with any monies due. Please send your message beforehand to [accounts@arnoldthomson.com](mailto:accounts@arnoldthomson.com), stating the amount being credited and the matter reference number (which will be found next to "Our Reference:" at the head of any correspondence we send you following this letter). If you do not have an email access, then please inform us by letter or telephone beforehand of your intention to credit our account.

In the event that the matter does not proceed or our instructions are otherwise terminated for whatever reason, you will be responsible for our costs accrued to that point and we will be entitled to keep all your papers and documents whilst money is owed to us. If you are not satisfied with the amount of our fee, please contact Remi Stumpfenhusen, the Practice Director either by telephone or by post, within one month and the matter will be dealt with under our complaints procedure. If you are not satisfied with our handling of your complaint you may be entitled to have your charges reviewed by the Court. (This is called assessment). The procedure is set out under Part III of the Solicitors' Act 1974.

As stated above, you can also make a complaint to the Legal Ombudsman.

## **10. TRANSFERRING MONEY TO YOUR ACCOUNT**

Depending on the nature of the transaction, it is sometimes necessary for us to return money such as proceeds of sale, estate share, or any balance left on account to our clients. Please note that such payments will only be sent to your designated bank account, details of which you are required to provide on the attached Payment Authorisation Form. We have become aware that fraudsters are now able to target email communications where bank details are displayed by using sophisticated software. As such, to protect our clients from falling victim, we will no longer accept bank details via email.

## **11. PROPERTY TRANSACTIONS: LEGAL IMPLICATIONS OF EXCHANGING CONTRACTS**

Whether you are selling or buying a property, at some point during the transaction, it will become necessary to exchange contracts with the seller or the buyer. This means that both parties are committing themselves to fulfil their obligations under the contract and at this point, the legal implications become applicable to the point that neither party may withdraw from or vary the terms of the contract without the express consent of the other. Prior to exchanging contracts, it is imperative for both parties to agree on a date for completion.

Completion, as the title suggests, is when funds for the purchase are transferred from the buyer's solicitors to the seller's solicitors or vice versa. This date will then be inserted into the contract and both parties are legally bound to finalise the sale/purchase of the property on the stipulated date. Failure to complete may result in the loss of the deposit paid when contracts were exchanged, if you are the buyer, as well as legal action being brought by the buyer, if you are the seller, for compensation and/or an enforcement of your legal obligations under the contract.

We strongly advise our clients therefore, to be certain of their ability to complete on an agreed date prior to exchanging contracts.

## **12. PLANNING LEGISLATION**

We are not experts on planning matters and will not advise you on the planning implications of your proposed purchase unless specifically requested to do so by you, otherwise than by reporting to you on any relevant information provided by the results of the "local search".

## **13. OTHER PROPERTY DISCLAIMERS**

Unless specifically agreed with you, we shall not conduct physical inspection of any property nor do we advise on the valuation of a property, the suitability of your mortgage or any other financial arrangements. These must be discussed with the appropriate experts. We shall not advise generally on environmental liabilities where we shall assume, unless you inform us otherwise, that you are making your own arrangements for any appropriate environmental survey or investigations. Where there is a lender involved and especially where we are also acting on their behalf, we may however, need to obtain on the lender's behalf and at your expense, an environmental search. Although we will provide you and your lenders, where applicable, with a report on the actual results obtained from the searches we conduct, please note that such report will not extend to any expert advice on the issues relating to the possible contamination of any land which may be relevant to your purchase. This is because we are not qualified to advise on such issues.

## **14. TAX ADVICE**

Unless we specifically confirm otherwise in writing to you, we are not advising you in relation to any taxation consequences of any of the work we may carry out for you under this retainer. You may, therefore, wish to seek such advice from your own accountants or specialist tax consultants to whom, if you so wish and if you so instruct us in writing, we shall be pleased to furnish information from our file.

## **15. OBLIGATIONS TO LENDERS**

Where we act for both lender and borrower in the creation of a mortgage or charge over a property, we become duty bound to reveal fully to your lender, all relevant facts about your purchase and the mortgage advance on offer. Our report to your lender may therefore include but may not be limited to any change in purchase price, any discount scheme, cash back payments or contribution from others towards the purchase, as well as any other information we deem relevant to the transaction, which may not already be known to your lender.

You must therefore consent to the disclosure of any relevant information we receive to your lenders. If for whatever reason, you are not willing to give consent, we will regrettably be unable to continue to act for you and your lenders. If you need further information regarding this, please let us know. Otherwise, by confirming your instructions to us you are deemed to have given your consent.

## **16. DATA PROTECTION & YOUR PERSONAL DATA:**

The personal data we collect from you is primarily for the provision of legal services to you and for associated purposes, which may include the storage of your documents and retention of your data in compliance with our statutory and regulatory obligations. Our collection, use and retention of your personal data is subject to the GDPR Rules (which are enforceable from the 25<sup>th</sup> of May 2018), as well as our duty of confidentiality to you.

In the course of providing you with the required legal services, we may be required to release your personal data or a part thereof to third parties such as the Land Registry or HMR&C, for example. Such release will however be strictly related to your matter and for the sole purpose of carrying out your instructions.

You have a right of access under GDPR to the personal data that we hold about you.

You also have a right to request rectification of any data we hold for you if you believe that the data has become inaccurate.

For any request in relation to the collection, processing and retention of your personal data, please contact Mrs. Stumpfenhusen at [rs@arnoldthomson.com](mailto:rs@arnoldthomson.com).

## **17. STORAGE OF PAPERS AND DEEDS**

We are obliged to inform you of the arrangements in our Company for storage of papers and files, when your matter has been concluded. The completed file consists of paperwork and documents, some of which legally belong to you and some of which is legally ours. This, of course, does not apply to any documents or Wills which you have asked us to store on your behalf.

The Law Society rules on file retention require us to store papers for, in some instances, up to 15 years. Documents in a sale file may be destroyed after 6 years and in a purchase file after 10 years, although this timescale may be varied at our discretion. As some of the papers in your file may legally be your property, we must advise you that we are undertaking this procedure. This gives you the opportunity to ask for any of the original documents to be sent to you so that you can keep them yourself. If you wish to avail yourself of this opportunity, you should write to us and we will forward any papers that are legally yours.

We will usually write to you returning any documents which are not needed for the file, but if there is something which you specifically require, you should confirm this to us within two months of the date of completion of the transaction.

You should be aware that where property is registered at HM Land Registry, the Registry now operates a paperless deeds system. If we register you as the owner of property we no longer receive a Land or Charge Certificate – simply a copy of the entries recorded on the Land Registry database.

You may ask us to retain certain documents (Title Deeds, Wills, Leases, Insurance policies or other securities) for safekeeping on your behalf. You can, of course, request the return of any document deposited with the Company at any time. Please make an appointment to arrange a mutually convenient time. We will then return the documents to you and ask you to sign a receipt to confirm that they have been returned in good order. Identification may be required, but you will be advised at the time of making the appointment.

#### **18. LIMITATION OF LIABILITY**

The maximum potential contractual liability of the Company to you, the client, in relation to this matter is limited to £10,000,000.

In accordance with the disclosure requirements of The Provision of Services Regulations 2009, our professional indemnity insurance provider is **International General Insurance Company (IGI) UK Ltd.**

#### **19. FINANCIAL SERVICES REGULATION**

The Company is not authorised by the Financial Conduct Authority (FCA). However, we are included in 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 which are incidental to our business, i.e. legal advice. 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 FCA website at [www.fca.org.uk](http://www.fca.org.uk).

#### **20. CONCLUSION**

Your continuing instructions will amount to your acceptance of the above terms of conducting business with us, but in any event, please sign and date one copy of these Standard Terms of Business also indicating your wishes regarding mailing/notifications at paragraph II and return to us in the enclosed prepaid envelope. We can then be confident that you understand the basis on which we will act for you.

We hope that by sending this document to you we have addressed your immediate queries about the day to day handling of your work and our terms of business. However, if you require clarification on any point, please do not hesitate to contact me.

Obviously, this is an important document and we would suggest you keep it in a safe place for future reference.

Arnold · Thomson

01 October 2019