



## TERMS AND CONDITIONS OF BUSINESS

Relating to any instructions given to HCB Solicitors Limited, HCB Widdows Mason Ltd and HCB Legal Limited, which form part of the HCB Network and individually referred to hereinafter as the firm or its successor in practice.

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# 1 **OUR CONTRACT**

## 1.1 Variation

No variation of these Terms shall be effective, unless it is in writing and is signed by one of our Partners.

## 1.2 DEFINED TERMS

In these Terms of Business:-

<b>"the Firm"</b>	the Firm relates to any partnership and/ or LLP and/ or any Limited Companies within the HCB Network trading as HCB Solicitors and/ or any successor practice and/ or any service company owned or controlled by or on behalf of the Firm and/ or any of the Partners;
<b>"HCB Network Firms"</b>	means HCB Solicitors Limited, HCB Widdows Mason Ltd and HCB Legal Limited."
<b>"Associated Entities"</b>	means (where you are a body corporate) your shareholders, directors (as individuals not acting together as the Board), officers and employees, subsidiaries, parent companies, and subsidiaries of parent companies, and (where you are a trade association) your individual members;
<b>"Credit Period"</b>	means the period of seven (7) days from the date of our invoice for our fees and/or expenses;
<b>"Documents"</b>	means Documents Held For You, Our Documents and Your Documents;
<b>"Documents Held For You"</b>	means documents we create or receive on your behalf (including communications from or with third parties, notes of conversations and meetings, draft and final documents, and instructions to and opinions of barristers);
<b>"Engagement Letter"</b>	means, in relation to any Matter, the letter (or other agreement) recording the basis of our engagement;
<b>"Matter"</b>	means any specific transaction, dispute or issue in relation to which you ask us to provide Services whether or not it has been defined in an Engagement Letter or other agreement;
<b>"Our Documents"</b>	means documents (other than Documents Held for You) which we create or receive for our benefit (including copies of our letters to you, your letters to us, notes of telephone conversations and meetings with you for which we have not charged you, and our preliminary drafts, research materials and internal notes);
<b>"Partner"</b>	means a partner of the Firm or Director of the Company;
<b>"Services"</b>	means all services we provide to you in relation to the relevant Matter;
<b>"We", "us", and "our"</b>	means or refers to the Firm;
<b>"You"</b>	includes the addressee of the relevant Engagement Letter and any other person identified in the Engagement Letter as our client and "your" shall have a cognate meaning; and
<b>"Your Documents"</b>	means documents which you give or lend to us to enable us to provide Services.

## **2 OUR AUTHORITY AND SERVICES**

### **2.1 Our Authority**

2.1.1 You give us full authority to act for you to the fullest extent necessary or desirable to provide the Services. In particular, we may engage barristers and other third parties and otherwise incur on your behalf reasonable expenses of a type which it is necessary or desirable to incur in relation to the Services in question.

2.1.2 If we so require, you will contract directly with any third party so engaged by us and assume direct responsibility to them for the payment of their fees and expenses.

### **2.2 Our Services**

2.2.1 The Partner at the Firm named in any Engagement Letter as the "Supervising Partner" will be the Partner primarily responsible for the provision of our Services. That Partner has complete discretion to deploy such of our lawyers, trainee lawyers, paralegals or other staff as she/he deems necessary or desirable to ensure appropriate delivery of the Services.

2.2.2 We only advise on the Laws of England and Wales. If you require advice on the laws of other jurisdictions, we will, with your agreement, instruct lawyers practising those laws to give such advice, on the same basis as we engage other third parties on your behalf.

## **3 YOUR RESPONSIBILITIES**

You will (so far as you are practicably able to do so):-

3.1 provide us with timely instructions, information and materials necessary or desirable for us to perform the Services for you;

3.2 notify us promptly of any changes or additions to instructions, information and materials previously provided by you or on your behalf; and

3.3 ensure that all information provided to us is complete in all material respects and not misleading.

## **4 CLIENT CARE CODE**

We set out below our complaints handling procedure. Thankfully, this has rarely been of interest to our clients, but we take this opportunity to ensure that you are fully acquainted with it.

### **4.1 Code**

We want you to be happy with every aspect of our Service. We therefore operate a Client Care Code, the principles of which are as set out below:-

4.1.1 We are committed wholeheartedly to the professional standards laid down by the Solicitors Regulation Authority.

4.1.2 You will be told clearly at the outset the issues and how we advise they be dealt with, and the immediate steps we will take on your behalf.

4.1.3 The Client Care Letter / Engagement Letter (attached to this Terms of Business) notifies you of the following details:-

a) the name of the person or persons who is/are dealing on a day to day basis with your matter; and

b) the name of the Supervising Partner;

4.1.4 You will be told the name of the new fee earner if the matter is transferred from one fee earner to another.

4.1.5 We cannot guarantee that the fee earner or Supervising Partner will be available on demand, but we will do our best to get back to you promptly and efficiently.

4.1.6 You will be informed of the progress of your matter and the reason for any serious delay.

4.1.7 If you do not understand anything, please always ask. We will explain any important document; if you still are unclear as to the position, please say so. We want you to be fully informed and happy.

4.1.8 Never be afraid to ask for an appointment to discuss your case. Since time is money, do not be afraid to bring a written list of questions and note the answers. This can also be helpful when telephoning so you do not forget any point.

4.1.9 There may be certain preparatory tasks that you ought to consider carrying out yourself to save costs. An example is putting the papers in order and flagging material items. This is helpful to us, and lowers your bill by saving the time we would otherwise spend.

4.1.10 At the end you will be sent a bill and a letter confirming the matter has been completed and, where necessary, summarising any continuing consequences.

4.1.11 If in doubt, ask. If you are still unclear or disagree, you can ask for us to confirm it by letter and you can then write with your comments.

4.1.12 The Firm's policy is to only accept up to £600.00 in cash payments from clients. Please discuss directly with the Firm if you are not able to pay the balance of the fees / disbursements via your bank account / cheque. 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 bank transfer. It will not be paid in cash or to a third party. Where a cheque payment is required, this must be authorised by the CFO or Head of Cashiering. The cheque must be collected in person from one of the HCB offices. This will also attract a fee for £50.00 + VAT.

4.1.13

## **5 SHARING OF INFORMATION BETWEEN MEMBERS OF THE HCB NETWORK.**

5.1 We reserve the right in order to progress your matter properly and efficiently, to seek advice and assistance from other organisations within the HCB network. All such organisations are appropriately regulated and subject to the same levels of confidentiality. Should you not wish us to share such information please let us know.

5.2 We wish to assure you that any sharing of information does not override our obligations set out in paragraph 11 Conflict of Interest.

## **6 COMPLAINTS PROCEDURE**

We hope that you will not have any reason to make a complaint about our Services. To underline how seriously we take complaints, we have a set Complaints Procedure. Please refer to Paragraph 24 entitled "Dispute Resolution".

## **7 HOURS OF BUSINESS**

The normal hours of opening at our offices are between 9.00 a.m. and 5:15 p.m. on weekdays. Messages can be left on the answerphone outside those hours and appointments can be arranged at other times when this is essential.

## **8 FEES AND EXPENSES**

8.1 General

8.1.1 Unless a fixed fee is otherwise agreed in the Engagement Letter, our fees will be calculated principally by reference to the time spent by us in providing the Services at the fixed hourly rates applicable to the relevant staff.

8.1.2 Time spent includes but is not limited to emails, telephone calls, letters, personal attendances, preparation, consideration or when your file is otherwise worked on. This will include file reviews which are our regular and periodic reviews of your file to ensure matters are not left dormant. The time spent shall be recorded in 6 minute units which equate to 1/10 of an hour. For example, if a person involved in your matter has a charge rate of £190.00 plus VAT, this means that one unit would equate to £19.00 plus VAT.

8.1.3 We conduct file reviews on a monthly basis to ensure that cases are being proactively managed. This is a requirement of HCB's insurers and ensures files are handled diligently. There is a minimum charge of a 6 minute unit for such a file review each month where necessary.

8.1.4 We may, in accordance with professional guidelines, also charge a premium (where reasonable to do so) to take account of the nature, responsibility, complexity, value and urgency of the Services and other criteria specified in those guidelines.

8.1.5 The fixed hourly rates of each of our Partners, Solicitors, Trainee Solicitors, Case Handlers, paralegals and other staff are reviewed from time to time and we will inform you of any variation in these rates and the date upon which they take effect.

8.1.6 You will be responsible for paying the expenses we incur in the course of providing the Services (including travel and subsistence expenses, search and filing fees, court fees and barristers', foreign lawyers' and other third parties' fees and expenses). We have no obligation to pay for such expenses unless you have provided us with the funds for that purpose.

8.1.7 VAT will be charged at the appropriate rate on all fees and expenses.

8.2 Limited Companies

When accepting to act on behalf of a limited company, we may require a Director and/or Controlling Shareholder to sign a form of personal guarantee in respect of our fees and expenses. If such request is refused, we will be entitled to stop acting and require immediate payment of our fees on a time spent basis and expenses as set out above.

8.3 Payments on Account

8.3.1 We may require you to make a payment to us on account of our fees and expenses at any time and on more than one occasion. Money paid on account which is not subsequently required for fees and expenses will be returned promptly.

8.3.2 We are not obliged to credit payments on account against interim invoices but may do so if you fail to make prompt payment.

8.4 Quotations and Estimates

8.4.1 The provision of figures (orally or in writing) from time to time for the likely cost of a piece of work is an estimate only and does not constitute a contract to carry out the work at that cost.

- 8.4.2 The provision of a written quotation for work constitutes an offer to carry out the work at that cost and does not become a contract until you accept the quotation or a defined part of it.
- 8.4.3 Unless stated in writing to the contrary, any quotation or estimate does not include any expenses or VAT.
- 8.4.4 Where we carry out work which falls outside the scope of an accepted quotation (or of an estimate which is subsequently incorporated into a contract between us) we may charge fees at our 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:-
- a) 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
  - b) your, or your agents', act or omission.

8.5 Commissions

If we receive a commission from a third party arising from work we are doing for you, we will credit you with the commission unless you have agreed otherwise or the amount is less than twenty pounds (£20) (excluding VAT).

**9 OUR INVOICES**

9.1 Frequency of Invoices

- 9.1.1 Unless otherwise agreed in the Engagement Letter, we will be entitled to invoice you in respect of our fees and expenses monthly and on completion of each Matter. At the end of our financial year we shall be entitled to bring up to date our invoicing in respect of all your then unbilled work.
- 9.1.2 Unless otherwise stated, monthly or other interim invoices are a final account of our fees for all work done during the period to which they relate. You agree that we may bring proceedings on interim invoices which are not final bills where we have provided Services and the amount of the invoice does not exceed the cost of the Services provided at the applicable fixed hourly rates.
- 9.1.3 There may be a delay in invoicing expenses incurred on your behalf pending our receipt of the relevant invoices from suppliers. Unless otherwise stated, such invoices are not a final invoice in relation to such expenses.
- 9.1.4 You may pay by cheque or directly into our client account by following the instructions on the invoice.

Please note, a fee of £25 + vat will be charged when a cheque cannot be processed due to the account holder having insufficient funds.

9.2 Payment Terms

Interest will accrue on all debts over 14 days until the time they are paid at the rate of 8% above the Bank of England's Base Rate. Any debts that have to be chased will incur a handling charge based on the value of the debt as below:

Debt Amount	Charge
Up to £999.99	£40.00 + VAT
£1,000.00 to £9,999.99	£70.00 + VAT
£10,000.00 or more	£100.00 + VAT

If you do not pay any invoice by the end of the Credit Period, or the sum we have requested on account within fourteen (14) days (or such longer period as we may specify) of our demand, we may suspend or terminate the provision of all or any Services (and instruct any third parties engaged by us to suspend the provision of their services) and may invoice you for all accrued fees and expenses.

You shall not set off any sum due or allegedly due from us to you against amounts due under this engagement.

9.3 Third Party Payments

In some circumstances, you may have a right of recovery or indemnity against a third party in respect of all or part of our invoices, but we are not permitted to issue a VAT invoice to any person other than you in any circumstances, and you remain liable to us to pay our invoices notwithstanding such a right.

9.4 Right to Retain Money, Documents and Property

As a contractual right, in addition to any right to retain money, Documents and property available to us under the general law (lien), we have the right to retain your money, Documents and property (whether held in relation to the Services for which payment has not been made or any other Services) until you have paid us in full.

9.5 Consent to transfer money from client account to office account to settle our invoices and any other amounts you owe us.

You hereby provide us with your irrevocable authority and consent to transfer money from our client account to our office account in order to discharge any outstanding liability to us whatsoever.

## **10 INTEREST POLICY**

Interest accrued on client money held by us will only be payable upon both written request from you and only when the sum accrued is more than £100 or when we are required to do so by the Solicitors Regulation Authority.

## **11 CONFLICT OF INTEREST**

### **11.1 Definition**

“Conflict of Interest” means any situation where:-

11.1.1 we owe (or, if we accepted your instructions, would owe) separate duties to act in the best interests of two or more clients in relation to the same or a related matter and those duties conflict, or there is a significant risk that those duties may conflict; or

11.1.2 our duty to act in your best interests in relation to a matter conflicts, or there is a significant risk that it may conflict, with our own interests in relation to that or a related matter; or

11.1.3 we have confidential information in relation to a client or former client, and you wish to instruct us on a matter where:-

- a) that information might reasonably be expected to be material; and
- b) you have an interest adverse to our other client or former client, and for the purposes of this paragraph “you” does not include Associated Entities.

### **11.2 Similar Activities**

We may act for parties engaged in activities similar to or competitive with yours.

### **11.3 Third Parties**

Once we have agreed to act for you in relation to a Matter, we will not act for a third party in relation to the same Matter if there is a Conflict of Interest between that third party’s interests and your interests.

### **11.4 Instructions Creating a Conflict of Interest**

We may decline to act for you where accepting your instructions would create a Conflict of Interest or cause us to break an existing agreement with a third party.

### **11.5 Consent**

Where our professional rules allow, and subject to satisfying the requirements of those rules (for example by implementing an information barrier), we may act for you and another client where a Conflict of Interest would otherwise exist, provided that we have the consent of both parties. We do not require your consent to act against an Associated Entity.

### **11.6 Cessation of Services**

If, whether through a change in circumstances or otherwise, we find that we have agreed to provide Services to you in circumstances which give, or could give, rise to a conflict of interest we will discuss with you how to deal with the conflict and may, be obliged to stop providing Services to you and/or to all other clients affected by the Conflict of Interest.

## **12 INFORMATION AND CONFIDENTIALITY**

### **12.1 Information About You**

We will keep your affairs confidential and we will not disclose any confidential information about your affairs except with your express consent, or in the following circumstances to which by instructing us you consent:

- a) across the HCB Network Firms and/or their successors in title, in particular client information and documents may be stored in electronic form in a document management system to which personnel in all HCB Network Firms may have access;
- b) to anyone (including your other advisers, professional or otherwise) where we consider that it is appropriate for that person to know such confidential information in order to assist in the conduct of the matter, unless you advise us to the contrary;
- c) for advertising, marketing (including sending you direct marketing communications), and public relations purposes; if you do not wish to receive direct marketing communications from us you should contact your client relationship partner. Unless you advise us to the contrary, we are entitled to refer to the fact that we act for you and to describe in general terms the nature and approximate value of the matters which we are handling for you for marketing purposes. We will obtain your permission if we wish to publicise any further details;
- d) for assessing our performance or services, including approaching you for feedback or to participate in client satisfaction surveys or similar programs;
- e) where required by Law, including where applicable by disclosure to a Regulator or relevant tax authorities, subject in any case to any applicable legal privilege,
- f) to provide information to our insurers, auditors or advisers;
- g) in connection with our procedures concerning fraud prevention, anti-money laundering or generally concerning the prevention of crime and the management of risks in our legal practice;

- h) for our accounting and administrative purposes including conflict checking, maintaining data records on clients, audit of our client money and other financial records, credit checking, debt collection and credit control;
- i) in connection with our use of agents and third party service providers who we engage to support our business, infrastructure and systems, for data handling and updating services, external audit and risk management who are subject to professional or contractual duties of confidentiality concerning the provision of these services;
- j) in connection with the maintenance or management of our IT systems, including monitoring or testing systems, networks, applications or software; and
- k) otherwise as set out in these Terms.

We will procure that each HCB Network Firm will protect the confidentiality of your information as set out in these Terms in the same manner and to the same extent as we have agreed to do.

We shall be under no duty to disclose to you (or take into account in the course of providing the Services) any information acquired by us in acting for any other client or any information in respect of which we owe a duty of confidentiality to a third party.

**Distribution of our advice**

12.2 Your Duty of Confidentiality

12.2.1 Our advice and communications will be addressed to you. We do not accept responsibility to any other party, and our advice is not to be disclosed or referred to in whole or in part to any other party without our prior consent in writing.

**13 PROTECTING BANKING DETAILS AND EMAIL SCAMS**

13.1 The use of emails and the internet provide speed and efficiency. However, as you will also be aware, these can pose increased risks e.g. viruses, spam and identity theft etc.

13.2 Over the last year it is reported that 69% of UK businesses have been affected by cybercrime. Generally, instances of fraud and email hacking are regrettably on the increase and unlikely to ease into the future as those carrying out these activities are getting more sophisticated.

13.3 If you are happy to proceed with communication by email, in addition to the conditions outlined in our Terms of Business, we need to draw your attention to the following (and this list is not exhaustive):

13.4 We may require you to provide us with written details of your bank account by letter, telephone, or at the first meeting with your fee earner / adviser / case handler. Please do not send your bank details in an email.

13.5 Please be alert to instances of email hacking. You should take suitable precautions to ensure you do not expose your email account(s) to a risk of being hacked by a 3rd party. Please be alert to any signs that might indicate that your email account has been attacked.

13.6 There are some delivery risks in using email and you accept the risk of interception by third parties or of non-receipt or delayed receipt of the message.

13.7 Computer viruses and similar damaging items can be transmitted through emails and by introducing portable storage media into your system. We use virus scanning software to reduce these risks and ask that you do the same. However, it is not possible completely to eliminate the risk of introducing viruses.

13.8 We use filtering software to reduce the receipt of spam and the introduction of viruses into our systems. As there is a risk of filtering out legitimate correspondence, you should not assume that every email will be received. If there is any indication that an email has not been received, please follow up important communications by telephone.

13.9 We do not, and will never provide our bank details by email to you. We ask you to be vigilant and if you receive an email informing **you that we have changed our bank details to report it to us immediately so that we can investigate.**

13.10 If you are in anyway uncertain, or concerned about any communication received from us, then please telephone your fee earner, or speak to one of our Partners / Directors immediately. Please do not respond to any such communication by email, or take any action until you have verified the authenticity by speaking with us.

13.11 You release us from all claims, losses, expenses and liabilities caused by any of the risks referred to above and arising directly or indirectly out of the use of email communication.

**14 CUSTODY, RETENTION AND TRANSFER OF DOCUMENTS**

14.1 We will, at your request, either during the provision or after completion of any Services, release to you or to your order Your Documents and Documents Held For You, provided that we are not at the time exercising our right to retain documents pending

payment of outstanding fees and expenses or are prevented by any court order, undertaking or other legal constraint from doing so. We may copy all of Your Documents and Documents Held for You before releasing them.

14.2 We may at any time scan, microfilm, or otherwise make electronic copies or images of any Documents (other than Documents held in safe custody), destroy the originals and thereafter hold the Documents only in such copy or image form. Unless expressly agreed otherwise in writing we will keep all Documents whether in original, copy or imaged Form for a minimum of six (6) years, after which we may destroy them and any copies or images of them. The fee for scanning your file may be up to £35 + VAT. There is a fee of £25 + VAT for retrieving scanned Documents. If you wish to have Documents copied and sent to you by post the fee is £50 + VAT.

14.3 We may agree to store title deeds, wills and other especially valuable documents in safe custody for you if you require and, if we do, we will not, without your consent, destroy any such documents. There is a fee of £35 + VAT for retrieval of such documents.

14.4 We do not accept responsibility for the loss or damage of any item which we hold on your behalf unless we expressly agree in writing to the contrary.

14.5 After completing the work, we will be entitled to keep all your papers and document whilst there is still money owed to us for fees and expenses. We will keep our file of your papers for up to six (6) years, except those that you ask to be returned to you. We keep files on the understanding that we can destroy them six (6) years after 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 ask for you, we will not normally charge for such retrieval. However we may charge you both for time spent producing stored papers that are requested as well as reading correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

14.6 Please note that the fees stated in this section are annually subject to review and may increase in the future.

## **15 INTELLECTUAL PROPERTY RIGHTS**

### **15.1 Copyright**

We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in

providing the Services (including know-how and working materials as well as final documents). We now grant you a non-exclusive, non-transferable, non-sublicensable licence to use such documents or other works solely for the Matter to which the Services of developing or generating them relate and not otherwise. If you do not pay us in full for our Services in relation to that Matter we may, on giving you notice, revoke that licence and only re-grant it to you once full payment has been made. We shall have no liability whether in contract or in tort, in negligence, for breach of statutory duty or otherwise for your use or the use by others on your behalf of any such documents or other works for any purpose other than that for which they were intended, prepared and provided by us.

### **15.2 Opinions from Barristers and other Third Parties**

15.2.1 We may retain, for our subsequent use, a copy of the advice or opinion of any barrister or other third party given in written form (or any note of any advice or opinion) obtained in the course of providing the Services. Any barrister or other third party will be instructed on the basis that any such advice or opinion will be so retained.

15.2.2 If we retain a copy of any advice or opinion in this manner we will take all reasonable steps to conceal information (such as names, addresses or descriptions) which might reasonably enable you to be identified.

## **16 JOINT INSTRUCTIONS**

16.1 Where we agree to work on a Matter for more than one client jointly, the rights and obligations of the joint clients to us in relation to the Services will be several (save for obligations to pay money to us, which will be joint and several).

16.2 Each joint client irrevocably permits us to disclose to any other of the joint clients at any time any information which we would otherwise be prohibited from so disclosing by virtue of our duty of confidentiality. If any joint client ends this permission during the provision of the relevant Services, or if a conflict of interest otherwise arises between joint clients, we may suspend or terminate the provision of Services related to that Matter to one or more of the joint clients.

16.3 If any joint client asks us to transfer documents we will deliver Your Documents to, or to the order of, the joint client who delivered them to us. We will retain any Documents Held For You and will supply copies to each joint client, making the originals available at



one of our offices for inspection by any joint client on reasonable prior written notice.

## **17** **LIABILITY**

### **17.1** Duty of Care

17.1.1 We will use reasonable skill and care in the provision of the Services. Notwithstanding anything to the contrary contained in the Engagement Letter or these Terms of Business, we shall not be construed as owing any greater duty than the use of reasonable skill and care in accordance with the normal standards of our profession

17.1.2 Where we make an assessment for you, either expressly or by implication, of the likely level of risk associated with different potential courses of action, you accept that such assessment is made relying only upon the information and documents then available to us and cannot, therefore, be definitive.

17.1.3 Accordingly, such an assessment should only be used as one element in the making of any practical or commercial decision. You accept that the magnitude or acceptability of a risk is a matter for you.

17.1.4 The aggregate liability of the Firm (or of any service company owned or controlled by or on behalf of any of the Partners) and of all Partners, consultants to and employees and agents of the Firm and any service company owned or controlled by or on behalf of any of the Firm or the Partners in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance), for loss or damage arising from or in connection with the Services provided shall, in relation to each Matter, be limited to the sum, unless otherwise agreed, of 10 million pounds (£10 000 000.00).

17.1.5 We cannot accept any responsibility for any event, loss or situation unless it is one against which it is the express purpose of your instructions to provide protection. For the avoidance of doubt, we have no responsibility for your general and longer-term risk management or commercial interests.

17.1.6 Without prejudice to any other limitation clause elsewhere in these Terms, our liability whether in contract or in tort, in negligence, for breach of statutory duty or otherwise in respect of any claim or series of claims shall not exceed the amount, if any, recoverable by us by way of indemnity against the claim or claims in question under professional indemnity insurance taken out by us.

17.1.7 If the performance of any part of the Services by us is prevented, restricted or delayed by reason of any cause beyond our reasonable

control (including (without limitation) fire, flood and other Act of God, industrial action including strike and lock out, riots, war, armed conflict, trade sanctions, contamination, disease and epidemic, interruption or failure of a utility service, failure of computer or other machinery, and change in law or regulatory requirements) we shall, upon giving written notice to you, be excused from such performance to the extent of such prevention, restriction or delay, provided that we shall use commercially reasonable endeavours to avoid or remove such causes of non-performance or to find an alternative manner or means of performance and shall continue performance as soon as reasonably practicable after such causes are removed. Upon such circumstances arising, we shall discuss with you what, if any, modifications of the terms of this engagement may be required in order to arrive at an equitable solution.

17.1.8 No action or proceedings for any breach of this engagement whether in contract or in tort or in delict or in negligence or for breach of statutory duty or otherwise shall be commenced against us after the expiry of 6 years from the date that we finish our services for you under the engagement.

### **17.2** Third Parties

17.2.1 The Services are provided to and for the benefit of you as our client and you alone. No other person may use or rely upon the Services nor derive any rights or benefits from them. The provisions of the Contracts (Rights of Third Parties) Act 1999 are to that extent excluded.

17.2.2 The Firm alone will provide the Services and you agree that you will nor bring any claim whether in contract, tort, under statute or otherwise against any Partner, or any consultant to, or employee or agent of the Firm or any service company owned or controlled by or on behalf of any of the Partners and those Partners, consultants, employees and agents shall be entitled to rely on the terms of this agreement insofar as they limit their liability.

### **17.3** Drafts

Where we provide draft or provisional advice or other materials, that advice or those materials are not to be relied upon as constituting our final view.

### **17.4** Current Law

The Services are provided in accordance with professional practice requirements and the proper interpretation of the law, as each exists on the date on which the relevant Service is provided. If there is any change in such

requirements or the law, or their interpretation, after the relevant Matter has been concluded (or before that time but which could not reasonably be known by us at that time), we have no responsibility to notify you of, or of the consequences of, the change.

#### 17.5 Communication

17.5.1 We shall communicate with you at the postal and email addresses and the telephone and fax numbers which you publish unless you ask us to use other addresses and numbers. You will notify us if you regard any communications from us as particularly confidential and the means by which you require us to make such communications and we shall have no liability to you arising out of your failure so to notify us.

17.5.2 HCB, when sending hard copy confidential correspondence, will do so via Royal Mail standard second class. While every effort is made to ensure the contents are secure and complete, HCB cannot accept responsibility for any loss or damage arising from non-deliver, delayed delivery, or any other issue related to the postal service. If you are expecting correspondence from us and not received it within a reasonable timeframe, please contact us immediately. When sending original legal documents, Royal Mail special delivery may be used, by prior agreement and may incur additional costs.

17.5.3 Additionally HCB will not accept responsibility for any correspondence or documentation delivered to any of our offices outside of our normal business hours. Please ensure any time sensitive or important documents are delivered during our office hours and handed to a receptionist to guarantee receipt.

17.5.4 Subject to any notification you may make to us under the previous paragraph, we shall not be required to encrypt, password-protect or digitally sign any email, or attachment, sent by us. We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of e-mails, including any attachments. We shall not be responsible for the effect on any hardware or software (or any loss or damage arising from any such effect) of any e-mails or attachment which may be transmitted by us (save to the extent caused by our negligence or wilful default).

#### 17.6 Deadlines

We will try to meet any deadline we agree with you for the performance of any Services but, unless we agree otherwise in writing in relation to any time, date or period for delivery or performance by us, time shall not be of the essence

## 18 **PROPORTIONATE LIABILITY**

Without prejudice to any other limitation clause elsewhere in these Terms, in respect of any loss suffered by you, for which we and any other party are (on any basis) liable, our liability shall be limited so as to be proportionate to the relative contribution by us to the overall fault giving rise to the loss in question.

If you accept or have accepted any express exclusion and/or limitation of liability from any of your other professional advisers, our total liability to you arising out of the Services will not exceed the net aggregate of the amount for which we would otherwise have been liable after deducting any amount which we would have been entitled to recover from such adviser as a matter of law whether pursuant to statute or otherwise, but are prevented from doing so as a result of any such exclusion and/or limitation of liability.

## 19 **EXCLUSION**

We shall not be liable for:-

19.1 any loss, damage, cost or expense arising from any breach by you of your agreement with us or any act or omission of any other person; or

19.2 any advice or document subject to the laws of a jurisdiction outside England and Wales; or

19.3 any loss, cost or liability whatsoever caused by the act, omission, fraud, delay, negligence, insolvency or default of any bank, financial institution, clearing or payments system or of any regulatory, governmental or supra-national body or authority or of their directors, officers, employees, agents or representatives; or

19.4 any advice or opinion given to you by any third party (whether or not nominated or recommended by us).

## 20 **LOSS OF PROFIT**

We shall not be liable for any indirect loss or damage or any loss of profit, income, production or accruals arising in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance).

## 21 **EXCEPTIONS**

Nothing in this agreement exempts us from liability arising from our fraud or reckless disregard of our professional obligations; or from our negligence resulting in death or personal injury; or where, in the case of a contentious business agreement, law or

regulation prohibits the exclusion of such liability.

## **22 TERMINATION**

### **22.1 Completion of Services**

An agreement between you and us for the provision of defined Services ends on the completion of the provision of those Services. An open-ended agreement for the provision of Services ends three (3) months after the last date on which we provided Services to you. Unless new or different terms are agreed, our acceptance of instructions to perform Services for you subsequent to the ending of any agreement gives rise, from the time of acceptance of the instructions, to a new agreement on these terms. If we provide you free of charge with any seminar, information, or other document after the ending of an agreement, such provision does not give rise to a new agreement.

### **22.2 Early Termination**

Either you or we may terminate the provision of all or any of the relevant Services at any time by giving written notice to the other. We will not do this without good and substantial reason, such as:-

- 22.2.1 the threat or risk of violence, injury or other danger to the physical, psychological or moral well-being of any of our personnel; or
- 22.2.2 the discovery or creation of a Conflict of Interest; or
- 22.2.3 your requesting us to break the law or any professional requirement; or
- 22.2.4 the relationship of trust and confidence necessary between solicitor and client ceasing to exist between us; or
- 22.2.5 your failure to pay to us any amount due, or money on account requested; or
- 22.2.6 your insolvency; or
- 22.2.7 your failure to give us adequate instructions; or
- 22.2.8 our being forbidden to act by the National Crime Agency; or
- 22.2.9 our reasonable belief that our continuing to represent you may cause damage to the professional or personal reputation of our firm or any of its personnel; or
- 22.2.10 any other breach by you of these terms.

### **22.3 Rights on Early Termination**

On early termination, by either you or us, you will remain liable to pay all fees and expenses incurred before termination and due under our contract or due on the basis of the time spent at our usual hourly rates, whichever is the

less, together with any further fees and expenses for work necessary to transfer our files to another adviser of your choice. All our rights set out in these terms shall continue to apply even if we terminate the agreement.

### **22.4 Financial Services**

If during the course of the matter upon which we are advising you, you need advice on investments, we may have to refer you to someone who is authorized by the Financial Conduct Authority, as we are not. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

If you have any problem with the services we have provided for you, then please let us know. We will try to resolve any problem between ourselves. If for any reason we are unable to resolve the problem between us, then we are regulated by the Solicitors Regulation Authority and complaints and redress mechanisms are provided through the Solicitors Regulation Authority and the Legal Ombudsman.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent and impartial complaints handling body established by the Legal Services Act 2007.

### **22.5 Insurance Mediation**

As we have said, we are not authorized by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation 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.org.uk](http://www.fca.org.uk)

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints

handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body of the Law Society.

## **23 GENERAL**

23.1 Money Laundering Regulations / The Proceeds of Crime Act 2002

23.1.1 We are required to comply with the Money Laundering regulations and in particular to verify the identity and permanent address of all new Clients. This is to ensure that the policy adopted worldwide by Financial and Government Authorities to prevent the use of laundering systems to disguise the proceeds of crime is achieved.

23.1.2 You understand that we will undertake a search with credit reference agencies for the purposes of verifying your identity. To do so credit reference agencies may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.

23.1.3 If you are a new client, an existing client who has not previously supplied information or if the information was supplied more than three months prior to this new instruction, you are requested to supply both of the following; one item from List A and one item from List B. Please note, on matters where funds are required to be transferred back to you, we must see a copy of a bank statement to confirm account information. We may request this information again (or call to confirm the details supplied) at any point during the course of your matter but in particular near dates when monies are due to be transferred. This is to safeguard both us as a firm and yourself by ensuring that the details are up to date and correct.

### **LIST A – Proof of Identity**

1. Current fully signed Passport
2. UK Photocard Driving Licence
3. A Valid HM Forces Identity card with the signatory's photograph

### **LIST B – Address Verification**

1. Credit Card/Bank Statement (provided it is fewer than three (3)

months old) showing current address.

2. A bill for the supply of electricity, gas, water or telephone services (provided it is fewer than three (3) months old). Mobile phone bills are not acceptable.

3. Television Licence renewal notice.

4. Council Tax bill (provided it is less than a year old).

5. Recent Tax Coding Notice.

6. Recent Mortgage Statement.

23.1.4 Under the provisions of the Proceeds of Crime Act 2002 ("POCA"), we may be required to make a report to the relevant authorities if at any time we become aware of or suspect (whether from you or any other person) the existence of the proceeds of crime in relation to any Services on which we are engaged. Our obligation to make such a report will, in certain circumstances, override our duty of solicitor/client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such a report.

23.1.5 We may terminate the provision of any Services to you, or be instructed to do so by the relevant authorities, if you fail to comply with your obligation to provide evidence of identity or we suspect that you or any other party connected with you or with the Matter is involved in activities proscribed by POCA.

23.2 Severability

Each of these terms shall be severable and distinct from the others and if any term is held to be illegal, invalid or unenforceable, in whole or in part, the remaining terms shall not be affected.

23.3 Equal Treatment / Equality and Diversity

Consistent with our internal policies and procedures, we will not discriminate in the way we provide our Services on the grounds of age, disability, gender re-assignment, marriage and civil partnerships, pregnancy and maternity, race (including colour, nationality [including citizenship] ethnic or national origins), religion or belief, sex, sexual orientation.

## **24 DISPUTE RESOLUTION**

24.1 Scope

All claims, complaints and disputes arising out of or in connection with the Services

("Disputes") will be resolved pursuant to this paragraph.

## 24.2 Complaints Procedure

24.2.1 We hope you will have no complaint. To underline how seriously we take complaints, we have a set Complaints Procedure which can be summarised as follows: (a copy of our full complaints procedure is available on request or via our website—[https://www.hcbgroup.com/site/help/complaints\\_index.html](https://www.hcbgroup.com/site/help/complaints_index.html))

- a) If you have any complaint or observation (good or bad) about our service, please say so.
- b) Raise any complaint first with the Fee Earner assigned to your matter, including any complaint about your bill.
- c) If this does not resolve it satisfactorily, contact the Complaints Managers (Stage 1). We have three Complaints Managers, their contact details are:

### **HCB Solicitors Ltd – Midlands & North branches:**

James Paradedda -  
[jamesparadedda@hcbgroup.com](mailto:jamesparadedda@hcbgroup.com)

### **HCB Solicitors Ltd – South & East Branches or HCB Legal Limited:**

Lindsay Carter -  
[lindsaycarter@hcbgroup.com](mailto:lindsaycarter@hcbgroup.com)

### **HCB Widdows Mason Ltd:**

Andrew Barrowclough -  
[andrewbarrowclough@hcbgroup.com](mailto:andrewbarrowclough@hcbgroup.com)

- d) In line with HCB's complaints procedure, they will usually outsource your complaint to an independent complaints handling consultancy for a full review of your case file and the reasons for your complaint. (Stages 2 to 4) Please advise them at the time of making your complaint in writing, if you would prefer not to have your complaint independently investigated.
- e) If we are unable to resolve your complaint, then you can have the complaint independently looked at by the Legal Ombudsman. (Stage 5). The Legal Ombudsman investigates complaints about service issues with lawyers. 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.

## 24.2.2 Contact details:

- a) The address of the Legal Ombudsman is: PO Box 6167, Slough, SL1 0EH; telephone, 0300 555 0333; or view their website at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk), email enquiries to: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

- b) Kindly note that you have the right to object to your bill by making a complaint to the appropriate body referred to above and/or by applying to the Court for an assessment of the bill under Part III of the Solicitors' Act 1974 and, if all or part of our bill remains unpaid, we may be entitled to charge interest.

24.2.3 The Legal Ombudsman service is only available to members of the public, very small businesses, charities, clubs and trusts. If you are unclear about your position, then you should contact the Legal Ombudsman direct to clarify whether or not they can deal with your complaint. Alternatively, please refer to the Legal Ombudsman's scheme rules which are available by going to the following link:

<https://www.legalombudsman.org.uk/information-centre/corporate-publications/scheme-rules/>

## 24.3 Exclusions

We shall not be obliged to comply with paragraph 24 above in relation to any Dispute in which we seek:-

- 24.3.1 an order or award (whether interim or final) restraining you from doing any act or compelling you to do any act; or
- 24.3.2 a judgment or award for a liquidated sum to which there is no arguable defence (provided that the exception shall cease to apply and the Dispute may be referred to arbitration on the application of either party if the court decides that you should have permission to defend the claim); or
- 24.3.3 the enforcement of any agreement reached or any binding order, award, determination or decision made pursuant to paragraph 24 above,

nor shall anything in this paragraph inhibit us at any time from serving any form of demand or notice or from commencing or continuing with any bankruptcy, winding up or other insolvency proceedings.

## 24.4 Regulator

Nothing in this Terms of Business shall prevent you at any time from referring any Matter to the body or bodies for the time being charged with the regulation of solicitors.

**25**     **LAW AND JURISDICTION**

The terms on which we provide Services to you are governed by, and shall be construed in accordance with, English law. You and we each agree to submit to the exclusive jurisdiction of the English courts, provided that we may in our sole and unfettered discretion commence proceedings against you in any other Court.

**26**     **QUALITY STANDARDS**

Some of the offices within the HCB network have been awarded quality standards. These include Lexcel, CQS and SQM.

To maintain these quality standards, we are subject to periodic checks by outside assessors. This could mean that your file may be selected for checking, in which case we would need your consent for inspection to occur. All inspections are, of course, conducted in confidence. If you prefer to withhold consent, work on your file will not be affected in any way. Since very few of our clients do object to this we propose to assume that we do have your consent unless you notify us to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which we conduct on your behalf. Please contact us if we can explain this further or if you would like us to mark your file as not to be inspected. If you would prefer to withhold consent please put a line through this section in the copy letter for return to us.

**27**     **DISCLAIMERS**

27.1    Tax

We are not qualified to advise you on the tax implications of transactions you instruct us to carry out, or the likelihood of them arising. If we provide you with any information regarding tax, this is for general information purposes only and is not intended to constitute advice which relates to your particular circumstances or which can be relied upon by you. You should always follow up such information by seeking advice from your accountant or other suitably qualified professional.

27.2    Planning in property transactions

We 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".

27.3    Other property disclaimers / Environmental

It is not our responsibility to carry out a physical inspection of the property nor advise on the valuation of the property nor the

suitability of your mortgage nor any other financial arrangements. We shall not advise generally on environmental liabilities where we shall assume, unless you tell us to the contrary, that you are making your own arrangements for any appropriate environmental survey or investigations.

We may, however, need to obtain on behalf of your lender, at your expense, an environmental search. However, we will not advise you about any issues relating to the possible contamination of any land which may be relevant to your purchase. We have to tell you that we are not qualified to advise on the results of any search made in that respect and would only be able to report to you the actual results of such a search. This is particularly significant in respect of the potential liabilities that may arise at some future point in time as a result of land contamination or flood risk that are having increasing significance. If you have any doubts, please discuss your concerns with us.

If we are instructed on purchase and we are also acting for your proposed lender, we have a duty to fully reveal to your lender all relevant facts about the purchase and the mortgage. This includes any differences between your mortgage application and information we receive during the transaction and any cash back payments or discount schemes that a seller is giving to you

**28**     **DATA PROTECTION**

Please read this in conjunction with our Data Protection Policy which applies to these Terms and Conditions of Business <https://www.hcbgroup.com/site/about/terms/gdpr/>.

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, the UK General Data Protection Regulation (UK GDPR) framed within the Data Protection Act 2018 (DPA 2018), and our duty of confidentiality regulated by the Solicitors Regulation Authority (SRA). Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you. We may from time to time send you information by email which we think might be of interest to you. If you do not wish to receive that information please notify our office in writing, or by emailing [unsubscribe@hcbgroup.com](mailto:unsubscribe@hcbgroup.com), or by using the

'unsubscribe' link in emails. We may ask you to confirm or update your marketing preferences if you instruct us to provide further services in the future, or if there are changes in the law, regulation, or the structure of our business.

## **29 PROVISIONS RELATING TO LITIGATION AND OTHER WORK IN RELATION TO DISPUTES**

This paragraph contains further contractual provisions and important information which we are professionally obliged to give you where the Matter relates to litigation or the resolution of disputes by other means (including a non-contentious Matter which becomes contentious, or gives rise to further instructions on a contentious Matter).

### **29.1 Costs Risk**

29.1.1 In litigation matters, the Court may decide to order one party to pay the costs of the other. The Court usually orders the unsuccessful party to pay all or a part of the successful party's costs, although there is no certainty about this. The successful party usually recovers a proportion of its costs from the unsuccessful party, although there is no certainty about this. You should be aware that:-

- a) If you make an interim application to Court which does not succeed, you may have to pay the other side's costs, usually within two (2) weeks.
- b) If you lose the case, you may have to pay the other side's costs and it is not usually possible for you to withdraw from the case without dealing with the issue of those costs.
- c) Costs awarded have to be proportionate to the value of the dispute and, in the ordinary course, recovered costs from the other side rarely exceeds sixty to seventy per cent (60-70%) of actual expenditure.
- d) You will still be liable to pay our costs in full, even if the other party fails to pay the costs awarded to you by the Court.

29.1.2 Issues which the Court may take into account in assessing the costs payable or recoverable include:

- a) efforts made before and during the proceedings to try to resolve the dispute, including the appropriate use of mediation and other alternative dispute resolution procedures;
- b) the effects of payments into court and offers of settlement;
- c) the complexity and size of the Matter and the difficulty or novelty of the questions raised;

- d) the skill, effort, specialised knowledge and responsibility involved;
- e) the time spent;
- f) the place and Circumstances in which the work was done.

29.1.3 If the other side is or becomes legally aided, it is highly unlikely that you will recover your costs, even if you are successful.

29.1.4 If you are unsuccessful, or the Court so orders for some other reason, you may be ordered to pay the other side's costs. We will discuss with you probable outcomes to help you decide if this will justify the expense/risk.

29.2 Some documents are 'privileged' from production to the other party in an action. Broadly, this includes all documents created in anticipation of litigation for the purposes of seeking legal advice. Please do not assume that all documents created in connection with this matter will be privileged. We recommend that you seek advice from us before any document is created which might fall into this category. This will be particularly important if you are corresponding directly with the other party or parties on a 'without prejudice' basis.

### **29.3 Funding**

29.3.1 Legal expenses insurance may be included in your contracts of insurance and you should check your policies to see if you are covered. Your policy may cover your costs and/or your liability to pay the other side's costs. If you believe you are covered, please discuss this with us so that we can assist you in notifying your insurer. If you do not have legal expenses insurance, you may be able to purchase insurance to cover you in the event that you have to pay the other side's costs.

29.3.2 A conditional fee agreement is an agreement whereby we would be entitled to charge you an increased fee if you were successful, and would charge you no fee or a reduced fee if you were not successful. You might be able to take out an insurance policy to cover you in the event that you were ordered to pay the other side's costs. You would usually be able to recover this insurance premium and any sums you paid to us from the other side if you were successful. Not all Matters are suitable for this type of conditional fee arrangement but we are happy to discuss this further with you at your request.

### **29.4 Statements of Truth**

29.4.1 Under the Civil Procedure Rules, all statements of case (the term for pleadings which includes documents such as claim forms, defences and witness statements) and certain other documents, must be verified by a statement of truth, to the effect that the party



putting forward the document believes the facts stated in it are true. Making a false Statement of Truth is potentially a contempt of Court.

29.4.2 Whilst a statement of truth can be signed by you or your legal representative, it is our policy that you should sign your own Statement of Truth.

#### 29.5 Attendance at Hearings

Please be aware that, under the Civil Procedures Rules, the Court can Order you to attend hearings. We will discuss this with you further as your case progresses.

#### 29.6 Alternative Dispute Resolution

As part of the active management of a case under the Civil Procedure Rules, both the Courts and the parties in a dispute are required to consider the use of alternative dispute resolution ("ADR") if it is considered appropriate to help to resolve the dispute. ADR includes methods of dispute resolution such as mediation, adjudication and expert determination.

There have been occasions when the Courts have imposed costs penalties on parties who unreasonably refuse to consider ADR. We will discuss both the methods of ADR and any possible costs implication further with you if and when it becomes appropriate.

### 30 REGULATIONS AFFECTING YOUR CANCELLATION RIGHTS

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

30.1 If we have not met you either in person (because, for example, instructions and signing of the contract documentation is taking place by telephone/mail, e mail or on-line – ie: by way of a "distance" contract) or we have taken instructions and a contract has been concluded away from our business premises (because, for example, we have met with you at home - ie: by way of an "off-premises" contract) and the contract was entered into on or after 14 June 2014, you have the right to cancel this contract within 14 calendar days of entering into the contract without giving any reason.

30.2 The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.

30.3 To exercise your right to cancel, you must inform the Firm of your decision to cancel this contract by a clear statement (eg: a letter sent by post, fax or e mail). To meet the cancellation deadline, you must send your communication concerning your exercise of

the right to cancel before the cancellation period has expired.

30.4 Should you require the work to be commenced within the 14 calendar day cancellation period, you must provide your agreement to that in writing, by e mail, post or fax to enable us to do so.

Where you have provided your consent for work to commence within the 14 calendar day cancellation period and you later exercise your right to cancel, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation. Unless you make an express request for us to commence work within the 14 day period (i.e. by providing your agreement to that in writing, by e mail, post or fax to enable us to do so), we will not be able to undertake any work during that period.

### 31 INSURANCE

We have a legal duty to tell you about our professional indemnity insurance. We have an obligation to carry such insurance and our insurers are:-

Travelers Insurance Company Limited, Exchequer Court, 33 St. Mary Axe, London, EC3A 8A. The insurance covers our practice carried on from our offices in England and Wales and will extend to acts or omissions wherever in the world they occur.

### 32 FINANCIAL SERVICES COMPENSATION SCHEME

In the event of a banking failure it is unlikely that the firm would be held liable for any losses of client account money.

We currently hold our client account funds in Lloyds Bank. The £85,000 Financial Services Compensation Scheme (FSCS) limit will apply to each individual client so if you hold other personal monies yourself in the same bank as our client account, the limit remains £85,000 in total, so it may be advisable to check with your own bank as some banks now trade under different trading names.

However, with effect from 3rd July 2015, the FSCS will provide a £1 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at [www.fscs.org.uk](http://www.fscs.org.uk)

In the event of a bank failure you agree to us disclosing details to the FSCS.

### 33 LEGAL AID

We do undertake legal aid work and it is important that you are aware of Legal Aid.



Legal Aid is useful to a litigant because if he loses, his liability is limited to his means-tested contribution, and it is unlikely the Court will allow the victor to recover any costs against him. Legal Aid is not free. In most cases it is only a loan repaid from the fruits of the action. If the assisted party succeeds and recovers or preserves any asset (except for some exemptions for maintenance and family proceedings), it is subject to the statutory charge. The statutory charge operates to put the recovery or the preserved asset first towards payment of the assisted party's legal costs, and the assisted party only gets the net balance (if any) – often much later because of the time taken in quantifying the final costs. If money is recovered, it has to be paid to the assisted party's solicitor who has to pay it into the Legal Aid Fund who carry out the accounting and pay out the balance. The Legal Aid Agency has no power to reduce or waive the effect of the statutory charge. If a home is involved, it is sometimes possible to delay payment, but the statutory charge then operates like a mortgage and attracts interest until everything is repaid on sale. For more information please discuss this with the person attending to your case (they will be able to confirm if Legal Aid will be relevant to your type of case and if you may qualify) / alternatively go to the LAA website [www.gov.uk/legal-aid](http://www.gov.uk/legal-aid) or telephone them directly on 0300 20 2020.

#### **34 GREEN DEAL SCHEME**

The Green Deal Scheme is a government driven initiative to allow for a loan to be provided on a property for the improvement of its energy efficiency. The loan is repayable on a monthly basis, in conjunction with the power bills on the property. The loan will run with the property unless it is repaid on the sale or transfer of the property.

The seller(s) of the property are required, by law, to disclose the existence of any Green Deal loan on the property they are selling, or they may become liable for repaying the outstanding debt, even after they have sold the property. The Estate Agent/Seller must disclose the existence of a Green Deal loan agreement prior to a sale being agreed. If the property is being sold at auction, the existence of a Green Deal loan agreement should be disclosed before the winning bid is made.

The purchaser on a normal sale should be given an EPC showing the Green Deal improvement or an EPC and a disclosure document showing details of the work carried out under the Green Deal Scheme. This disclosure document will be provided by the energy provider on completion of the work as

well as details of the repayment amount, the unexpired term of the loan and details of the loan provider.

Disclosure of the Green Deal loan must be made at least 7 days before the transaction or arrangement is entered into or if this is not practicable then the disclosure requirement must be satisfied as soon as practicable before the transaction is entered into. The seller must secure that the contract for sale includes an acknowledgment by the purchaser that they have received notice that the property is a Green Deal property and that the bill payer at the property is liable to make payments under the Green Deal plan and further that certain terms of that plan are binding on the bill payer.

Whilst there are no charges, restrictions, notices or cautions registered when a property is a Green Deal property, the mortgage lender must be notified of the existence of the Green Deal loan because the borrower / new property owner is taking on another loan which runs with the property.

If this applies to you we will ask you to sign and return the Declaration and Agreement Section of the Client Care Letter we send to you confirming your authority for us to make any such disclosure to your mortgage lender.

Please note that we offer no guarantees/warranties in relation to the extent and nature of any works undertaken under the Green Deal Scheme. It is your responsibility to ensure that you have satisfied yourself as to the extent, nature and repayment provision of any such works undertaken in accordance with the Green Deal Scheme.

We would recommend that all Green Deal loans be repaid by the seller on completion of the property transaction, as the value of the property will undoubtedly have already taken into account the work undertaken under the Green Deal loan.