

We believe it is important for you to understand our charges, terms and conditions. This document explains the relationship between us and the commitment made by you and the Firm when dealing with legal matters on your behalf.

We operate to high professional standards under the regulation of the Solicitors Regulation Authority (SRA) and are bound by The Solicitors' Code of Conduct.

These Terms & Conditions of Business (Terms) and the accompanying Client Care Letter provide the information you require before you agree to become a Harvey Roberts client.

We are committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality & Diversity policy.

Our normal office opening hours are Monday to Friday 9.00 to 5.00. Your legal adviser will inform you of their direct dial number and email address and you are free to contact them at anytime using either. If they are unavailable when you call, you will usually be asked to leave a message.

If you have any questions, please speak to the person dealing with your matter for answers to your queries. A full list of definitions used in this document, appears on the final page.

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### 1.0 THE SCOPE OF WHAT WE AGREE TO UNDERTAKE AS YOUR LEGAL ADVISER

- 1.1 Our advice is confined to the particular matter on which you have instructed us.
- 1.2 Our advice does not extend to matters of taxation or the taxation implications of the work we do for you and liability for such is specifically excluded. You should, therefore, take advice from an independent accountant or tax adviser about any such matter.
- 1.3 Our advice does not extend to matters beyond the jurisdiction of England and Wales and English (and European) Law as it applies in England and Wales. The Firm's solicitors and legal executives are registered to only practice in England and Wales. We have contacts with lawyers in other jurisdictions and can refer you to them if necessary.
- 1.4 Letters confirming your instructions will confirm the status of your legal adviser. If this letter does not state clearly that your legal adviser is a Partner, Solicitor or Legal Executive, they do not hold that status and are not qualified as such.
- 1.5 The above conditions can only be changed if expressly agreed in writing.

### 2.0 APPLICABLE LAW

- 2.1 These Terms and the appointment of the Firm shall be governed by English Law.

### **3.0 THE MAIN POINTS OF THIS DOCUMENT AND HOW IT AFFECTS YOU**

- 3.1 Unless otherwise agreed in writing, these Terms apply to any future instructions you give us. If our Terms have changed in the meantime, we will forward the latest Terms at the time of your next instruction.
- 3.2 Under the Contracts (Rights of Third Parties) Act 1999, none of the Terms contained in this document shall be enforceable by a third party.
- 3.3 Your continuing instructions in this matter following receipt of these Terms and our Client Care Letter will amount to your acceptance of these terms although we prefer you to sign and return the copy of the Client Care Letter to confirm that you have read and understood the Terms.
- 3.4 If you first contacted us by telephone, fax or email in relation to this matter, you have a statutory right to cancel this agreement in certain circumstances without charge as long as it is in writing by letter, fax or email sent to our offices to arrive not later than fourteen working days after the date of you agreeing to these Terms. However, this right is lost if you ask us to begin work on the matter before the fourteen day period has expired.
- 3.5 A large proportion of the work we do will involve the creation of various documents on your behalf. It is our policy to always retain copyright in the documents we produce, unless we grant you an assignment in writing. You are, however, granted a licence to use those documents for the purposes for which you instructed us and for your use only.
- 3.6 We draft documents to comply with the law at the time they are supplied by you. For this reason we cannot be held liable for documents that become invalid after they have been supplied to you because of a change in the law and for standard documents (e.g. employment contracts, terms of sale) we recommend annual review.

### **4.0 HOW OUR FEES ARE CALCULATED?**

- 4.1 You agree to pay our fees and expenses as set out in our Client Care Letter with these Terms (or as agreed otherwise) for carrying out your instructions. This letter will provide you with an estimate of our likely fees or an agreed quotation. Our fees and expenses may be varied from time to time but if they are we will tell you about it before they change.
- 4.2 We will inform you if the original estimate of fees and expenses changes. We shall be pleased to discuss likely future fees and expenses with you at any time.
- 4.3 If the terms of business between us are well established e.g. you have instructed us several times in the past, we may not send you a copy of these terms every time you instruct us. However, we will send you a copy if the Terms have changed since the last time you instructed us, at the time of your next instruction.

#### **4.4 AGREED QUOTATION –**

These can be given in certain types of cases, most commonly in relation to residential property transactions, debt collection and drawing up wills, powers of attorney and change of name deeds. The quotation that applies to your matter will be agreed when you give us your instructions to act on your behalf. The agreed quotation will only apply to the work done for the matter based on what we know at that time. If the matter becomes more complicated than initially thought or you ask us to do additional work we reserve the right to amend the agreed quotation or make an additional charge that reflects the additional work to be done. We will notify you of this when we consider it necessary to amend the fee and will confirm what we agree in writing.

#### **4.5 ESTIMATE OF OUR FEES -**

- 4.5.1 Where you are not paying an agreed quotation we will provide you with an estimate of our likely fees at the time you instruct us. This estimate will be confirmed to you in writing usually in the Client Care Letter sent with these Terms. Any estimate given by us to you either in the Client Care Letter or in subsequent correspondence is not intended to be fixed. It is intended to be indicative only and is given on the basis of the information available to us at the time the estimate is given. It also assumes that there are or will be no undue or unforeseen complications. Estimates only cover our fees. Other expenses, often known as disbursements, will be charged separately. See 5.0 below for details. If, as your matter progresses it becomes apparent that our estimate will not cover our likely fees, we will notify you as soon as practicable and agree a revised estimate with you. This will be confirmed in writing unless agreed otherwise.
- 4.5.2 If it becomes apparent that additional work is required above that for which we have estimated, or you instruct us to do additional work on your behalf, we will discuss this with you and revise our estimate or provide a separate estimate to account for the additional work involved. We will not proceed with existing or commence additional work until you have agreed to our revised estimate. This will be confirmed to you in writing.

#### **4.6 VARIABLE FEES AND HOURLY RATES**

- 4.6.1 Where an agreed quotation does not apply, our fees are calculated based on the time spent by our staff in dealing with your matter. This will include meetings with you and perhaps others, reading and working on papers, telephone calls, including emails, preparation of any detailed costs calculations, and time spent travelling away from the office when this is necessary. As a matter progresses the amount of time spent is recorded by the Legal Adviser on our time recording system. Time is recorded in 6 minute units of chargeable time e.g. a telephone call with you lasting up to 6 minutes will be recorded as one unit.
- 4.6.2 Each Legal Adviser has a set hourly rate for charging their time. This rate is determined by each Legal Adviser's experience and status. Obviously the rate for a senior partner will be more than the rate for a less experienced Adviser.

The hourly rates are reviewed periodically to reflect increases in overhead costs, inflation and the rates allowed by the Courts. Normally the rates are reviewed with effect from 1<sup>st</sup> April each year. If a review is carried out before your matter has been concluded, we will inform you of any variation in the rate before it takes effect. The current (as on 1<sup>st</sup> November 2018) hourly rates for our different levels of Legal Advisers are:-

Partner	£295.00 plus VAT
Senior Solicitor and Consultants	£225.00 plus VAT
Solicitors	£200.00 plus VAT
Others	£160.00 plus VAT

- 4.6.3 Rates vary within the different level of Legal Advisor in line with the individual's expertise and experience. You will be notified of the hourly rate for your advisor(s) in the Client Care Letter accompanying these Terms. If you have a query about the level of any rates notified to you, please contact us straight away.
- 4.6.4 You may set a limit on the charges and expenses to be incurred. This means that you agree to pay those fees incurred up to the agreed limit without our needing to refer back to you. Where a limit has been agreed, we will inform you as soon as it appears that the limit may be exceeded and will not exceed the limit without first obtaining your consent.
- 4.7 Value Element (in contentious matters).  
In addition to the chargeable hourly rate and where there is a value element involved, a small percentage charge may be added to the total time units charged.  
A percentage may be added to the value of actual time spent based on the 'care and attention' factors. The amount of the percentage is not fixed and is based on factors such as: the degree of importance of the matter to you, the amount of money involved, the speed with which the work needs to be done, the need for particular expertise or advice and the extent of responsibility undertaken. Alternatively, it may be appropriate to apply an increased hourly rate rather than a percentage, to account for the value element.  
Where a percentage is to be added or an increased hourly rate is used to reflect any value element of your matter, we will discuss and agree this with you when the change becomes appropriate and confirm what we agree in writing.
- 4.8 Conditional Fees (civil litigation only)
- 4.8.1 In certain claims, such as personal injury, clinical negligence and insolvency, it may be possible to negotiate fees that are conditional upon the final result of the case. These are conditional fees and are often referred to as "No win no fee" cases. Conditional fees are only applicable if a Conditional Fee Agreement has been signed in advance.
- 4.8.2 In certain claims (e.g. personal injury arising out of a road traffic accident) where our fees are paid by the other side these may be calculated in accordance with the formula laid down by the rules of Court (Predictive Costs). We shall be entitled to be paid the full amount of the Predictive Costs that are calculated even if that amount exceeds any fees that would be payable on a variable fee/time spent basis (see 4.6 Variable Fees above).
- 4.9 Legal Expenses Insurance.
- 4.9.1 When we took your instructions, we discussed with you the possibility that your legal costs might be covered under an insurance scheme e.g. house or car insurance, credit card or trade union membership. Please check and if you think you might have this type of cover discuss this with your Legal Advisor at the earliest opportunity if you have not already done so.
- 4.9.2 Where we are acting for you on a conditional fee basis in a personal injury claim, if you do not have in place already some form of legal expenses insurance we will suggest that you take out an "after the event" insurance policy. We recommend the Benchmark 3 insurance policy.  
In all the circumstances, we presently believe, on the information currently available to us, that in order to pursue a personal injury claim, the Benchmark 3 contract of insurance is appropriate to cover your opponent's fees and disbursements in the event that you lost your claim.
- 4.9.3 If you have taken out a Benchmark 3 policy, we will send to you separately, a letter explaining the details in relation to the commission we receive on the premiums paid on the Benchmark policy. In consideration of us providing you with this advice, preparing a risk assessment arranging the insurance policy, keeping the insurers updated regarding your claim and reporting to them at its conclusion, you are asked to give your informed consent for us retaining this commission by signing and returning a copy of the letter. We will account to you for the amount of the commission at that point.
- 4.9.4 As stated above, we have an interest in recommending this particular insurance policy, but consider it providing good cover and is appropriate for your needs. We are not, however insurance brokers and cannot give advice on all products which may be available for this purpose.
- 4.10 Risk Benefit Analysis  
Where relevant and appropriate, your Legal Advisor will discuss with you whether the outcome of your matter is likely to justify the expense or risk, including the risk of you having to pay your opponent's costs, of pursuing it. We will keep this under review whilst acting on your behalf and should our assessment change will discuss this with you.
- 5.0 EXPENSES (DISBURSEMENTS)**
- 5.1 Whilst acting for you, we may incur expenses on your behalf. These are usually referred to as disbursements.
- 5.2 In non contentious matters, typical disbursements payable by you include, but are not limited to; photocopying (when we use an external supplier and/or there is an exceptional amount of copying); probate registry fees, local authority charges, land registry fees.
- 5.3 If contentious cases, typical disbursements payable by you include but are not limited to: counsel's fees, agency fees, experts' fees, and witnesses' fees, and court fees. Travel fares/mileage, courier services, company searches are charged out at the Firms current rates (with the addition of VAT where applicable).
- 5.4 Any payment made on your behalf by electronic transfer e.g. CHAPs/BACs will attract a charge. You will be notified of this along with the estimate of our likely fees. This will be itemised on our bill.

- 5.5 Your instructions include your authority for us to incur on your behalf such disbursements as are considered to be reasonable. Disbursements are not included in any estimate we give you unless stated otherwise. If we know of disbursements that are likely to be incurred, we will inform you of them at the time we provide our estimate.
- 5.6 We have no obligation to incur such disbursements on your behalf unless you have provided us with money in advance for that purpose.
- 5.7 If we pay out disbursements to third parties during the course of a matter and you have not already provided money to cover such payment, we normally ask for these payments to be re-reimbursed at the time they are incurred.

## **6.0 PAYMENTS ON ACCOUNT**

- 6.1 At the time you instruct us, we may ask for a payment on account of our fees, disbursements and other expenses that we incur on your behalf. This is like a deposit and such payments on account will be accounted for in our bill.
- 6.2 We reserve the right to make further requests for payment on account as your matter progresses.
- 6.3 We ask for prompt payment of these requests as delay may affect when we start working for you or our ability to progress your matter as speedily as we both would wish.

## **7.0 PAYING OUR BILLS**

- 7.1 Our payment terms are 14 days from the date of our bill (invoice). Please arrange for prompt payment of our bills and contact us at the earliest opportunity if you have any queries about this.
- 7.2 We are happy to send you what we call "interim" bills during your matter. We will agree with you at the outset when these will be sent. Our clients often agree one of the following events to trigger the sending of an interim bill.
- time elapsed e.g. at the end of each month;
  - value e.g. the value of the work we have done to date reaches a pre-agreed amount.
  - the stage reached i.e. we have reached a key stage of your matter which we both agree is a reasonable time to raise a bill for the work done to that point.

Many of our clients prefer to receive interim bills rather than a single bill at the end of their matter. This allows them to budget for our fees and helps with their cash flow. For matters likely to be concluded in a short time, we may agree with you to send our bill for our fees when your matter is concluded.

- 7.3 Estimates and agreed quotations provided by us do not include VAT. Therefore, our bills will include a calculation of the VAT payable on our fees and certain expenses e.g. search fees, at the prevailing rate, currently 20%.

## **8.0 METHODS OF PAYMENT**

- 8.1 We wish to make it as easy as possible for you to pay our bills and the methods available are shown at the bottom of all our bills. You might find it helpful to know about these before we send you a bill. They are:
- Cheque made payable to Harvey Roberts.
- Credit/debit card pay over the phone, during office hours. We can accept payment by Visa, Mastercard, Maestro, Delta, Solo, Visa, Electron.
- On-line banking transfer money to account 12748169 sort code 16 19 13 quoting your bill reference.
- Cash - We accept cash payments in person up to a maximum of £500.00. Please do not send cash in the post.
- 8.2 If you wish to pay an amount other than the full amount of a bill we send you, please notify your Legal Advisor or the Accounts Department beforehand, in order that we can make the necessary arrangements.

## **9.0 OUTSTANDING BILLS**

- 9.1 We reserve the right to charge interest on outstanding bills.
- 9.2 Where charged, interest will become payable from the day following the end of the payment period specified on the bill, normally 14 days. Interest will be calculated at the annual rate of 4% above the base lending rate of Royal Bank of Scotland Plc as varied from time to time and will accrue daily. In such circumstances, invoices for interest may be rendered from time to time. We also reserve the right to make an administration charge for each month an invoice remains unpaid, whether in full or in part, as a contribution towards our credit control costs.
- 9.3 We also reserve the right to hold papers and other property belonging to you whilst our bill is outstanding and until it is paid. This is called exercising a lien. Where we are passing on your papers to another solicitor we may request an undertaking from them to pay our outstanding bill(s).
- 9.4 If payment of an outstanding bill is not made within 14 days from date of invoice, we shall not be obliged to continue working on your behalf or undertake further work until the outstanding bill(s) has been settled in full.

## **10.0 MONEY WE HOLD FOR YOU**

- 10.1 We may hold monies on your behalf but only in relation to the matter on which we are acting for you. This will be held in a named client account opened specifically for your matter or in a general client account.
- 10.2 Where we hold monies on your behalf or receive money from you, we are obliged to enquire as to the origins of such monies in compliance with the Money Laundering Regulations (see below).
- 10.3 Where we hold monies for you, we may retain or deduct from those monies an amount sufficient to meet any of your outstanding bills from us or other monies owed by you to the firm, firstly in respect of any expenses incurred on your behalf and secondly in respect of our fees.
- 10.4 We shall account to you for interest, if any, on such monies held in accordance with the Solicitors Account Rules, full details of which are available on request.

## **11.0 PROPERTY TRANSACTIONS (for Conveyancing matters only)**

Where a client obtains borrowing from a lender in a property transaction, we will ask the lender to arrange that the loan cheque is received by us a minimum of seven working days prior to the completion date. If the money can be sent by electronic transfer (i.e. CHAPS) we will request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. Clients should be aware that the lender may charge interest from the date of issue of their loan cheque or the electronic transfer of the payment.

## **12.0 QUERYING OUR BILLS**

In the first instance, any bill queries should be directed to the person dealing with your matter.

### **12.1 Internal Complaints Handling Mechanism**

If you are not satisfied with the amount of our fee, we operate an internal complaints handling procedure to resolve such issues. Please write to us within one month of the delivery of your Bill.

### **12.2 Assessment of Costs.**

There are provisions in Sections 70, 71 and 72 of the Solicitors Act 1974, relating to the taxation of costs, which may give you the right to have the Bill reviewed by an officer of the court within one month of the delivery of the Bill.

## **13.0 PREPARING FOR A COURT TRAIL OR HEARING (contentious matters)**

13.1 It may be that private insurance will be available to you for this matter (see 4.9 & 4.10 above). You are strongly advised to check any insurance policy that you may have, for example, car, credit card, building and contents insurance or other product insurance, and tell us immediately if any such cover seems relevant.

13.2 It is important you understand that ultimately you will be responsible for paying our fees whether you win or lose your case. We will discuss with you whether our fees and expenses might be reimbursed by another person. Even if your claim is successful, the other party is unlikely to be ordered to pay all the fees and expenses that you have incurred or these may not be recovered from them in full. If this happens, you will have to pay the balance of our fees and expenses. If the other party is publicly funded (Legal Aid) you are most unlikely to recover any of our fees and expenses, even if you win the case with an Order for costs in your favour. In such cases the Court is obliged to take into account your opponent's financial circumstances in deciding whether any Order for costs made in your favour can be enforced.

13.3 If you are successful and a Court orders another party to pay some or all of our fees and expenses, interest can be claimed on them from the other party from the date of the Court Order. We will account to you for such interest to the extent that you have paid our fees or expenses on account, but we are entitled to the rest of the interest.

13.4 You will also be responsible for paying our fees and expenses in relation to our seeking to recover any costs that the court orders any other party to pay to you.

13.5 In some circumstances, the court may order you to pay the other party's costs. This may happen if you do not succeed in your case or on any interlocutory application. Those fees and expenses and your liability for another party's charges and expenses may be covered by insurance.

13.6 Where it is necessary for us to instruct outside agencies, for example a costs draftsman or a support agency, we shall charge their costs to you at the relevant fee or hourly rate. Also, from time to time, we may arrange for work to be carried out by persons not directly employed by us. You will be advised of the relevant charges, if applicable, at the time such arrangements are made.

## **14.0 LEGAL DOCUMENTS – TIME AND METHOD OF STORAGE**

14.1 At completion of your matter, all original documents and other items provided by you, will normally be returned to you after all our outstanding fees, disbursements and VAT have been paid. That is unless you ask us to retain them for safekeeping.

14.2 We are able to store original documents on behalf of our clients including:

- \* title deeds.
- \* share certificates and other securities.
- \* original insurance policies and related documents.
- \* grants of probate and letters of administration.
- \* original settlements and documents relevant to a will trust.

We may make a charge for the storage of such documents depending upon the facilities available at the time such a request is made.

We will store original Wills, Deeds and Documents for safe custody at no charge.

14.3 All remaining documents, including copy documents and correspondence will be retained in safe storage for a period of at least 7 years after the date we close our file on your matter. We may store such documents digitally, either on our own server or on a secure 3<sup>rd</sup> party server and one month after doing so will destroy the paper documents. Your agreement to these Terms provides your consent for us to do this.

14.4 In the event of a complaint, we will retain all documents relating to the matter in question until resolution of the complaint and thereafter for at least 7 years after the date of the final letter sent dealing with the complaint.

14.5 Upon the expiry of the period referred to above, we will destroy the remaining documents or media, i.e. those under 14.3.

14.6 We reserve the right to charge a fee for the long term storage of documents or media held based on the current costs of storage to the Firm at the time the charge is made. You will be notified of this fee at your last known address and we shall be under no obligation to undertake further enquiries of your whereabouts. We also reserve the right to charge for the retrieving

and copying of documents or a file from storage at the then current fee charged by this firm. You will be notified of this charge at the time of your request for retrieval and/or copying.

## **15.0 REGULATIONS UNDER WHICH WE OPERATE**

(Money Laundering Regulations 2007 / Terrorism Act 2000 / Fraud Act 2006 / Proceeds of Crime Act 2002).

- 15.1 Implementation of the above Acts and Regulations has meant that, like other professions and financial institutions, we have to take certain measures to guard against possible money laundering and fraud. We are required to seek proof of identity from our clients, a procedure with which you may already be familiar from your contact with banks or other financial institutions. Therefore, if we ask you to, please allow us to see your passport or other photographic evidence of your identity together with a recent utility bill or similar document showing your full name and address so that we can take copies for our records.
- 15.2 We may also make enquiries as to the source of the money to be used during a matter, e.g. to purchase a property or to pay our bill.
- 15.3 Under the Proceeds of Crime Act 2002 we are required to report to the National Crime Agency (NCA) any knowledge or suspicion that a person is engaged in money laundering or criminal conduct where the information was acquired in the course of our business. Further, the law may require us to make such a report without your knowledge or consent and this may override normal solicitor and client confidentiality/privilege. In some cases we may have to suspend work on your matter without explanation. In the light of these obligations, providing we act in accordance with the law and in good faith, we will not be liable for any loss to you arising from the making of a report to NCA about you, or as may otherwise be required by law or, should it become necessary, from the termination of your retainer with us.

## **16.0 FINANCIAL SERVICES & INSURANCE MEDIATION**

- 16.1 This Firm is not authorised by the Financial Services Authority (FSA). However, we are included on the register maintained by the FSA so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This register can be accessed via the FSA website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register). This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by The Solicitors Regulation Authority.
- 16.2 If we undertake insurance mediation activity for you, we are not bound to undertake a fair analysis of a sufficiently large number of insurance contracts available on the market to enable us to make a recommendation in accordance with professional criteria regarding which contract of insurance would be adequate to meet your needs.
- 16.3 If, in relation to any instructions, you require advice on investments, we may be able to refer you to an FSA authorised advisor. However, under SRA regulation we may be able to provide certain limited investment services where these are closely linked to the legal services we are providing to you.
- 16.4 Please note that any referral we make to a 3<sup>rd</sup> party advisor is not covered by the services we offer or these Terms. You must agree separate terms of business directly with the 3<sup>rd</sup> party advisor for any services or advice they provide to you.

## **17.0 COMMISSIONS**

- 17.1 Where we refer you to a regulated third party investment adviser we may be paid part of that adviser's commission for any business you do with them. We will give you written details of any commission sharing arrangements we have with such advisers at the time we refer you to them.
- 17.2 See above 4.9.3 above regarding commissions on Legal Expenses Insurance Premiums.

## **18.0 DATA PROTECTION/E-MAIL COMMUNICATION**

- 18.1 A copy of our Privacy Policy is included in our client care letter as part of the Terms and Conditions
- 18.2 We are registered under the relevant GDPR legislation for the collection and processing of personal data. We will only use your personal details to help us carry out your instructions or for our own direct marketing activities.
- 18.3 This might necessitate us providing your details to third parties (e.g. banks, Companies House, credit reference agencies) and disclosing limited information.
- 18.4 By agreeing to these Terms you have consented to the above use and will be included in relevant marketing notifications from time to time. You are entitled to opt-out of such notifications at any time by simply following the unsubscribe instructions on the notification you receive or write to us advising of your request.
- 18.5 You are entitled to have details of the information we hold about you, if you make a written request. We may make a nominal charge for supplying this information and will tell you what this charge is when you make your written request.
- 18.6 We are keen to encourage communication by email, where possible. Please let us have your email address if you have one and remember to tell us if and when it changes. However, like fax, email is not 100% secure or immune to interference from third parties. If your email is accessible to people other than yourself, **or if you are transmitting particularly sensitive information you should ask us not to use email.**
- 18.7 We do not generally speaking, encrypt the emails we send but if you require us to make specific arrangements in this regard please contact us at the earliest opportunity to discuss your requirements. Such requirements may incur some extra charges and we will discuss these with you at the time they are implemented.

## **19.0 LIMIT OF LIABILITY**

PLEASE READ AND CONSIDER THIS SECTION CAREFULLY.

Should you wish us to explain or review this section please notify us before you agree to our Client Care Letter.

- 19.1 Our liability for any breach of your instructions shall be limited to £2,000,000 (two million pounds) unless we have expressly agreed with you in writing a higher amount.
- 19.2 Except where expressly set out in these Terms, all warranties, conditions or other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the agreement between us.
- 19.3 Our liability is not limited for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
- 19.4 We are not responsible for any consequential, special, indirect or exemplary damages, costs or losses which include but are not limited to loss of profits, loss of business, loss of corruption of data or information, depletion of goodwill and/or similar losses.
- 19.5 This clause 19 does not affect your statutory rights.

## **20.0 JOINT AND SEVERAL LIABILITY**

- 20.1 If you instructed us jointly with one or more other persons, or you represent a Firm, limited liability partnership (LLP) or company in this particular matter, we shall be entitled to accept instructions from you or any others (unless notified to the contrary in writing) and each of you shall be jointly and severally liable to the Firm both for: any instructions given and for payment of the fees and charges in relation to carrying out those instructions.
- 20.2 When accepting instructions from a company or LLP we may seek written confirmation as to which members of the company or LLP are authorised to give us instructions.
- 20.3 When accepting instructions to act on behalf of a limited company or LLP, 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 a request is refused, we will be entitled to stop acting and require immediate payment of our fees on an hourly basis and expenses as set out earlier.

## **21.0 CEASING TO ACT FOR YOU**

- 21.1 You may withdraw instructions at any time or we may stop acting for you in accordance with the following terms and in either case we will then be entitled to raise an invoice for our outstanding fees and expenses.
- 21.2 If we do not complete the work you have asked us to do for you e.g. an aborted house move where a sale or purchase falls through, we reserve the right to raise our invoice for the work done and any charges incurred up to the point that we stopped working or the matter aborted. Where a fixed fee has been agreed, our bill will not exceed the amount of the fixed fee.
- 21.3 We are entitled to retain all your papers and documents whilst any of our bills remain unpaid. In legal terms this is known as exercising a lien (also referred to in 9.3 above).
- 21.4 We may stop acting for you if:
- \* A bill which is due for payment remains unpaid.
  - \* A request for payment on account is not received within any time limits specified.
  - \* We are unable to obtain clear and proper instructions from you;
  - \* A conflict of interest arises with one of our other clients;
  - \* We reasonably believe either we should stop acting for you or that it is permitted or obliged by law or good practice to stop acting for you.
- 21.5 If either the Firm or you terminate the retainer during the course of proceedings, you irrevocably consent to our application to have its name removed from the Court record and agree to pay our costs for making such an application.

## **22.0 COMPLAINTS PROCEDURE**

- 22.1 Please notify us at the earliest opportunity if you have a complaint about the service we have provided. We will try to resolve any problem quickly and operate a complaints handling system for this purpose.
- 22.2 In the first instance, your problem should be discussed with the person dealing with your matter. If that does not resolve the problem to your satisfaction or you prefer to speak to someone else, then please contact the supervisor named in the Client Care Letter sent with these Terms. At any time, you may if you prefer, address your complaint to the Senior Partner whose details are provided in the Client Care Letter. We prefer that you record your complaint in writing.
- 22.3 A copy of our complaints handling procedure is available on request and in any event, we will send a copy to you if you complain, unless your complaint is dealt with to your satisfaction by the person handling your matter.

## **23.0 SEVERANCE**

The validity and enforceability of the other provisions of these Terms shall not be affected if any provision of these Terms (or part of them) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable. This means that if one of these Terms is found to be invalid it does not automatically mean the other terms are invalid.

## **24.0 AUDIT ENQUIRIES**

We reserve the right to charge a fee for the provision of any certificate or information requested by your auditors for the purpose of any annual audit. Your agreement to these Terms authorises us to disclose such information.

LIST OF DEFINITIONS: WORDS AND PHRASES USED

- Client:** \* The person/persons or business providing instructions, including References to “you” and “your”.
- Contentious:**
1. Proceedings actually begun in the County Courts, High Court, Magistrates’ Courts (including licensing), Crown Courts and the Court of Protection;
  2. Proceedings actually begun before the Lands Tribunal, the Leasehold Valuation Tribunal and the Employment Appeal Tribunal;
  3. Contentious probate proceedings actually begun;
  4. Proceedings on appeal to the Court of Appeal, Privy Council and House of Lords;
  5. Proceedings in an arbitration; and
  6. Work done preliminary to proceedings covered by points 1 to 5 (inclusive) above including advice, preparation and negotiations provided the proceedings are subsequently begun.
- Firm:**
- \* Harvey Roberts & Company of 92-94 Gorton Road Reddish Stockport SK5 6AN (and our successors and assigns) including References to “our” and “we”.
  - \* The references in these Terms to this Firm shall include any successor or assignee of our business (including the incorporation of our business into a Limited Company or other body corporate) and any such successor or assignee shall receive the benefit of these Terms and shall be entitled to enforce the same in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.
- Non-Contentious:**
- \* Proceedings before all tribunals (including Employment Tribunals) Other than the Lands Tribunal and the Employment Appeal Tribunal.
  - Planning and other public enquiries;
  - Non-contentious or common form probate business;
  - Conveyancing, company acquisitions and mergers, the administration of estates and trusts out of court, the preparation of Wills, statements and contracts, and any other work not included in the definition of “Contentious”.
  - Work done preliminary to proceedings defined as Contentious if such proceedings are not subsequently begun; and
  - Work done in connection with the Criminal Injuries Compensation Authority.
- Client Care Letter:** \* Our letter to you confirming your instructions, the terms of which form part of these Terms and is normally sent with a copy of the Terms. Should there be any conflict between the Terms and the Client Care letter, the Client Care Letter terms shall prevail.
- Instructions:** \* Your instructions telling us what you want us to do for you, as set out and confirmed in our Client Care Letter and any other instructions which you may give the Firm.
- Payment Period:** \* Within 14 days of the date of invoice, unless otherwise agreed in writing.
- CHAPS:** \* Clearing House Automated Payments Scheme, (previously known as Telegraphic Transfer (TT)) – the electronic transfer of funds.
- Terms:** \* The Terms and Conditions of Business of Harvey Roberts & Company

**More information about Harvey Roberts & Company can be found on our website at [www.harveyroberts.co.uk](http://www.harveyroberts.co.uk)**

**Sign .....** **Print .....**

**Date .....**

**I confirm that I have read the above terms and conditions and agree to the same.**