

Lewes Smith Terms of Engagement

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We are pleased that you have instructed our firm to act for you and we set out the terms of our engagement in respect of the work that you have asked Lewes Smith to undertake.

This agreement is a legally binding contract between you and us. Please read it carefully.

1. Scope of the work

Your property transfer will be carried out in accordance with accepted conveyancing practice and the principles laid down in the Law Society Conveyancing Protocol. This firm is accredited by the Law Society’s Conveyancing Quality Scheme (“CQS”) and follows the care standards laid down by CQS.

Your transaction will be in accordance with the estimate provided by email letter or over the phone. Please read the notes and conditions attached to the estimate.

You are the client in this matter and Lewes Smith is happy to accept instructions from both or either of you.

The usual timescale for the completion of a sale/purchase is 12 to 16 weeks from the start of the case. (As at 01 August 2017)

2. Personnel

The Solicitor supervising and conducting this case will be Clive Smith assisted by Jill Oliver (Legal Executive – CILEX) and Anita Woollard (Licensed Conveyancer – CLC) and other experienced legal assistants, all of whom will be reporting to you from time to time throughout the transaction.

3. Charges

The fees you will be charged are in accordance with the attached letter/estimate. Additional fees may be incurred as a result of any material change in the work as set out in the notes and conditions attached to the estimate.

On property sales and purchases the fees are usually invoiced on completion of the transactions and are deducted from the sale proceeds. Occasionally interim invoices will be rendered where a case exceeds three months.

Our fees are payable prior to completion, except where interim accounts have been delivered where the account is payable within 30 days of the invoice being issued or on completion whichever is the earlier. In respect of interim accounts if payment is not made within 30 days then we charge interest from the date of our bill (at the rate set out in the solicitors remuneration order) and we may stop working on your matter. If we hold any money for you (for whatever reason) we reserve the right to use it to pay what you owe us.

4. Service delivery

Clive Smith is responsible for ensuring that this matter is handled satisfactorily on your behalf. If you have any concerns at any time including problems with the service provided, please contact him. In addition we will undertake the following care in respect of your transaction:-

- We will review your matter regularly.
- We will advise you of any changes in the law.
- We will advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter.
- You have the right to object to the bill and apply for an assessment of the bill under Part III of the Solicitors Act 1974.

5. Office hours

Lewes Smith is open from 09:00 to 17:00 each day except weekends and bank holidays. Very often emails are responded to outside of opening hours without additional charge; although we reserve the right to charge additionally in the event of unauthorised or unwarranted contact during holidays or at weekends.

6. Complaints

Lewes Smith is committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received, or about the bill, please contact Clive Smith or by post to our office. As Clive Smith is the owner of the practice in the event that complaints cannot be resolved in the first instance they will be referred to another solicitor in Lewes to respond.

If you are still not satisfied with our handling of your complaint you can ask the Solicitors Ombudsman to consider the complaint.

7. What we expect from you as our client – your responsibilities

- You will provide us with clear, timely and accurate instructions.
- You will provide all documentation required to complete the transaction in a timely manner.
- You will safeguard any documents which are likely to be required.

8. Equality and diversity

Lewes Smith is 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 and diversity policy.

9. Data protection

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 General Data Protection Regulations 2018 and our duty of confidentiality.

Please also see our separate Privacy and Transparency Notice.

We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

10. Compulsory layer of professional indemnity insurance

Lewes Smith is insured for £2,000,000 professional indemnity insurance and details of the current insurers can be inspected at the firm's offices or on request by post or by email.

11. Limitation of liability

Our liability to you for a breach of your instructions shall be limited to the sale or purchase price of the property involved in the transaction, unless we expressly state a higher amount in the letter accompanying these terms of business. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

Please ask if you would like us to explain any of the terms above.

12. Applicable law

Any dispute or legal issue arising from our terms of business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh courts.

13. VAT number

Our VAT number is 750 5266 40.

14. Anti money laundering (“AML”)

The law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money.

To comply with the law, we need to get evidence of your identity as soon as possible. Our practice is to require a certified copy of your passport, photocard driving licence and recent utility bill. You will also be required to provide detailed information on the source of funds for your transaction.

We will also carry out electronic AML checks using SmartSearch.

If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity.

We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the Serious Organised Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

We may also be acting for your proposed lender in this transaction. We have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage. This includes:

- any differences between your mortgage application and information we receive during the transaction
- any cash back payments or discount schemes that a seller is giving you.

15. Interest and banking

Any money received on your behalf will be held in our client accounts. Interest will be calculated and may be paid to you at the rate set by National Westminster Bank plc. That of course may change. The period for which interest will be paid normally runs from the date(s) when funds are received by us until the date(s) on the cheque(s) issued to you.

The limit of protection for money deposited in our client accounts is £85,000 under the Financial Services Compensation Scheme ("FSCS") and this limit applies to an individual client, and so if you hold other personal monies yourself in the same bank as the client account, the limit remains £85,000 in total. The FSCS has confirmed that the scheme applies to client money as to other banking deposits. Therefore the scheme covers deposits belonging to clients who are individuals or small businesses up to £85,000, per client, per authorised deposit-taking institution.

Some deposit taking institutions have several brands, ie where the same institution is trading under different name. Clients should check either with their bank, the FSA or a financial adviser for more information.

Please see www.fscs.org.uk for further information

16. Distance selling

If we have not met you, the Consumer Protection (Distance Selling) Regulations 2000 apply to this file. This means you have the right to cancel your instructions to us within seven working days of receiving this. You can cancel your instructions by contacting us by post or by fax to this office.

Once we have started work on your file, you may be charged if you then cancel your instructions. If you would like us to commence work on your file within the next seven working days, please sign these and return these terms and conditions

17. Cash payments

Our policy is to accept cash up to a maximum of £1,500.00.

If you try to avoid this policy by depositing cash directly with our bank, you will be charged for any additional checks we decide are necessary to prove the source of the funds and to cover the additional charges made to us by our bank.

Where we have to pay money to you, it will be paid by cheque or bank transfer to the account nominated when you instruct us. It will not be paid in cash or to a third party.

18. E-mail

If we communicate by e-mail you accept that e-mail is not a secure form of communication and the contents of e-mail could be intercepted and read by a third party.

19. Abortive transactions

If this firm does not complete the work, we will charge you £220.00 per hour for each hour of work. Our total charge will not exceed the estimated fixed fee. Our bill will also include expenses incurred on your behalf.

20. Indemnity Insurance - conveyancing

Occasionally title investigation leads to a need for legal indemnity insurance; for example; if there are breaches of restrictive covenants, no formal rights of way, or defects in a lease. Your lender may require you take out such insurance as a condition of granting the mortgage. The premium for such insurance is not included in any estimate of costs and expenses.

21. Third party advice

The estimate provided does not include the cost of advice to a third party e.g.: a potential occupant of the property. This is charged for separately either by us or by an independent solicitor asked to provide advice to such third party.

If we are instructed to act for your lender as well you authorise us to disclose such information as may be required by the lender in their mortgage offer/instructions.

22. Storage of papers and deeds

After completing the transaction, we are entitled to keep all your papers and documents while any money is owing to us. We will keep our file of papers for no more than 6 years and will thereafter destroy the file. If you want us to retain the file for a longer period then we will make an annual storage charge. We will assume that you do not want us to retain the file unless you specifically tell us to the contrary.

If for any reason you require us to access your file after the transaction has been concluded, we reserve the right to make a charge based on the time we spend in retrieving the file, reading papers, writing letters, or other work necessary to deal with your enquiry/comply with your instructions.

23. Mortgage advance funds – purchases

Mortgage lenders will release funds to us electronically and their fee for this will usually be set out in the mortgage offer. To avoid any delays in completion (late completion could cause you financial penalties) we usually ask for mortgage funds to reach us at least one working day prior to completion. We consider this is good practice and the additional interest charged on the mortgage account to be a worthwhile expense.

24. Termination

You may terminate your instructions to us in writing at any time. For example, you may decide you cannot give us clear or proper instructions on how to proceed, or you may lose confidence in our work.

In these circumstances, we are entitled to keep all your papers and documents, while money is owing to us.

We will decide to stop acting for you only with good reason and on giving you reasonable notice.

If you or we decide that we will stop acting for you, you will pay our charges on an hourly basis and expenses as set out earlier.

We will begin work when you tell us that you accept our terms by signing and returning to us the sale/purchase instruction sheet and providing a payment on account. If however you ask us to undertake work e.g. respond to phone calls from Estate Agents, make enquiries on your behalf by email or phone these will result in additional charges. The act of requesting advice or taking any form of action means that you will be liable for the cost of time spent.

IMPORTANT

25. Fraud protection

We will only send monies to the account nominated by you at the outset of the transaction. Should you wish to change this account we require signed written confirmation (hard copy only – emails will not be accepted).

We will NEVER notify you of our bank details by email and you should NEVER pay monies to anywhere other than our National Westminster Client account 60-13-09 64211533.

If you are in any doubt please telephone us on 01273 483455.