

## **Terms of Business**

### **1. Your Instructions**

- 1.1 The purpose of these Terms of Business is to confirm the arrangements between us. Although your continuing instructions in this matter will amount to your acceptance of these Terms of Business, we ask that you sign, date and return the Terms of Business Acceptance Form for our file.
- 1.2 Unless advised otherwise, we will assume that we are authorised to accept instructions from any person whom we reasonably believe to have your authority to give us instructions and that we may act on instructions given orally.
- 1.3 These Terms of Business, together with any 'client care' correspondence or other terms of engagement, set out the terms and conditions upon which we agree to be engaged by you, to the exclusion of all other terms and conditions that you or we may purport to apply in connection with our engagement (unless otherwise agreed in writing between you and us).

### **2. Our Aim**

- 2.1 We endeavour to offer our clients quality legal advice with a personal service at a fair cost. Our aim is to facilitate the effective management of your case and to enable us to operate as efficiently and economically as possible.

### **3. Your Responsibilities**

You will:

- 3.1 provide us with clear, timely and accurate instructions
- 3.2 notify us promptly of any changes or additional to the instructions, information and materials previously provided by you or on your behalf
- 3.3 ensure that all information provided to us is complete in all materials respects and is not misleading
- 3.4 provide all documentation and information that we reasonably request in a timely manner
- 3.5 safeguard any documents that may be required for your case, including documents that you may have to disclose to another party
- 3.6 update us in relation to changes in any of the personal data we hold about you.

### **4. Our Responsibilities**

We will:

- 4.1 treat you fairly and with respect
- 4.2 communicate with you in straightforward language and explain all legal terminology used
- 4.3 advise you of any changes in the law that affect the way in which we provide you with legal advice
- 4.4 advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your case
- 4.5 exercise reasonable skill, care and diligence in carrying out your instructions
- 4.6 represent your interests and keep your matter confidential
- 4.7 keep you regularly informed on progress
- 4.8 deal promptly with any enquiries that you may have and we will always try to return your telephone call on the same day
- 4.9 Our advice will be limited to English law and, unless otherwise agreed between you and us, we will not supply you with advice on the laws of any other jurisdiction.
- 4.10 please note that we will not be offering any advice or assistance on the following matters: tax, environmental issues, planning matters.

## **5. Business Hours**

- 5.1 Our normal opening hours are between 9.00am to 5.00pm, Monday to Friday, excluding all bank holidays.
- 5.2 Appointments can be arranged at other times if desired and suitable to all parties.
- 5.3 Messages can be left on the office voice mail facilities outside of our normal opening hours.

## **6. People Responsible for Your Case**

- 6.1 The person responsible for dealing with your case on a day-to-day basis, along with details of the person with overall responsibility for your case is set out in the client care correspondence or other terms of engagement. If there is any need to change the person with day-to-day responsibility for your case, say due to holiday, or illness, this will be discussed with you.

## **7. Communication**

- 7.1 We will aim to communicate with you by such a method as you may request. Unless you withdraw consent, we will communicate with you and with others when appropriate by normal, unencrypted email or fax using the email addresses and fax numbers, including sending bills and other confidential information. We cannot be responsible for the security of correspondence and documents sent by email or fax. You should be aware that emails (in particular when unencrypted) may be intercepted, delayed or corrupted or may fail to be delivered. We make reasonable attempts to exclude from our emails any virus or other defect that might harm a computer or IT system. You undertake to act likewise with any electronic communications you send to us or with any discs or memory sticks or other electronically stored information. Neither you nor we shall have any liability to each other in respect of any claim or loss arising in connection with such a virus or defect in an electronic communication, discs, memory sticks or other electronically stored information other than where such a claim or loss arises from bad faith or wilful default.

## **8. Fees, Expenses and Disbursements**

- 8.1 Our charges will be calculated mainly by reference to the time actually spent by our staff in respect of any work which they do on your behalf. This may include: meetings with you and perhaps others; reading, preparing and working on papers; making and receiving telephone calls, e-mails, faxes and text messages; preparation of any detailed costs estimates, schedules and bills; attending at court; attending at assessment and appeal hearings; and time necessarily spent travelling away from the office.
- 8.2 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 that are required.
- 8.3 The fixed hourly rate of each of our partners, solicitors, trainees, 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 will take effect.
- 8.4 Our current hourly rates are set out in the client care correspondence or other terms of engagement.
- 8.5 Due to the nature of the work we conduct on your behalf, from time to time, it may be necessary for us to instruct an independent expert. Their charges are separate to our hourly rates and a quotation for their work will be provided to you for your approval prior to the commencement of any work done by them. However, this quotation will be an estimate in the first instance and depending on the time taken by the expert, may change in their final invoice.
- 8.6 In property transactions, in the administration of estates and in matters involving a substantial financial value or benefit to a client, a charge reflecting, for example, the price of the property, the size of the estate, or the value of the financial benefit may be considered. It is not always possible to indicate how these aspects may arise but on present information we would expect them to be sufficiently taken into account in the rates which we have quoted. Where an increase in the rates or a charge reflecting any value element is to be added we will explain this to you.
- 8.7 Travel expenses will be notified to you in advance of travel and we will seek your agreement to cover these charges. VAT is payable on travel expenses.

- 8.8 We have to pay out various other expenses on behalf of clients ranging from fees for the disclosure of records, court fees, Land or Probate Registry fees, experts' fees and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT will be payable on these expenses.
- 8.9 We may also have to pay out certain other sums as part of our service to you which are unrelated to the direct provision of our legal services. These payments comprise things such as taxes, compulsory registration fees, court fees and any other matters which we pay for at your request. These payments are referred to as disbursements. VAT may sometimes be payable on these items, which will be separately listed on our bills of costs.
- 8.10 If, for any reason, your case does not proceed to completion, we will be entitled to charge you for work done and expenses incurred together with any disbursements.
- 8.11 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 a request is refused, we will be entitled either not to accept the instruction, or to stop acting and require immediate payment of our fees on a time spent and expenses basis.

## 9. Other Parties Charges and Expenses in litigation matters

- 9.1 In some cases and transactions a client may be entitled to payment of costs by some other person. It is important that you understand that in such circumstances, the other person may not be required to pay all the charges and expenses which you incur with us. You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. If the other party is in receipt of legal aid no costs are likely to be recovered.
- 9.2 If you are successful and a court orders another party to pay some or all of your charges 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 charges or expenses on account, but we are entitled to the rest of that interest.
- 9.3 You will also be responsible for paying our charges and expenses of seeking to recover any costs that the court orders the other party to pay to you.
- 9.4 A client who is unsuccessful in a court case may be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses. Arrangements can be made to take out insurance to cover liability for such legal expenses. Please discuss this with us if you are interested in this possibility.

## 10. Payment Arrangements

- 10.1 **Property Transactions.** We will normally send you our bill following the exchange of contracts and payment is required on a purchase prior to completion; and at completion on a sale in the event the net proceeds will be sufficient to cover these costs. If sufficient funds are available on completion, and we have sent you a bill, we will deduct our charges, expenses and any disbursements (and VAT as appropriate) from the funds. If as a result of acting for both buyer and seller in a property transaction we are subsequently unable to act for you as a result of a conflict of interest we will not charge you for the work we have carried out for you prior to the conflict arising and being identified but you would still be responsible for meeting the cost of any expenses and disbursements.
- 10.2 **Administration of Estates.** We will normally submit an interim bill at regular stages during the administration, starting with the obtaining of a Grant of Probate. The final account will be prepared when the Estate Accounts are ready for approval.
- 10.3 **Other Cases or Transactions.** It is normal practice to ask clients to pay interim bills and sums of money from time to time on account of the expenses and disbursements which are expected in the following weeks or months. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the progress of a case may result. In the unlikely event of any bill or request for payment not being met, this firm must reserve the right to stop acting for you further.
- 10.4 Payment is due to Carr Richards within 7 days of our sending you our bill. Interest will be charged on a daily basis on all debts over 7 days until the time that 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 fee of £250 + VAT.  
If you do not pay any invoice by the end of the 7 day period from when you receive our invoice, we may suspend or end the provision of our services (and instruct any Third Parties engaged by us or your behalf to suspend the provision of their services). We may invoice you for all accrued fees, expenses and disbursements.

- 10.5 It is standard procedure at Carr Richards to request money on account of fees, expenses and disbursements from all of our clients. Should we have to instruct Counsel (barrister) in connection with your case, Counsel's estimated fees must be paid to us at least 7 days prior to the intended submission of the papers to Counsel.
- 10.6 You should be aware that you have rights under Sections 70 and 72 of the Solicitors Act 1974 to apply to the Court to have our invoices assessed by an officer of the Court in a process known as "assessment". Such application (should you wish to make it) should be made by you within 1 month (and not more than 12 months) of delivery of the invoice. Further information about this can be made available to you on request. The common law entitles us to retain any money, papers or other property belonging to you which properly come into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which the costs were incurred. This is known as a "general lien". We are not entitled to sell property held under a lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs, expenses and disbursements.
- 10.7 If we are conducting litigation for you, we have additional rights in any property recovered or preserved for you whether it is in our possession or not and in respect of all costs incurred, whether billed or unbilled. We also have a right to ask the court to make a charging order in our favour for any assessed costs or any other costs due to us.
- 10.8 We do not accept payments to us in cash in excess of £1,000. Monies due to you from us will be paid by cheque or bank transfer, but not in cash, and will not be made payable to a third party.

## **11. Other Means of Funding in litigation matters**

It is important that we give consideration to alternative means of funding your case and/or minimising your potential exposure for your opponent's costs. In particular we would like you to consider the following:

- (i) whether your liability for your own costs may be covered by a policy of insurance in our favour
- (ii) whether your potential liability for your opponent's costs may be covered by an existing policy of insurance or, if not, whether you should consider taking our "after the event" insurance to cover such potential liability
- (iii) whether your liability for your own costs and/or those of your opponent may be paid by another party, e.g. your employer or trade union. If any of the above may be relevant to you, please call us as soon as possible in order that we can take matters further
- (iv) We do not undertake legal aid work. To find out further details about legal aid, please visit the Legal Aid Agency website [www.gov.uk/legal-aid](http://www.gov.uk/legal-aid) or telephone 0300 202020.

## **12. Interest Payments**

- 12.1 This firm operates a General Client Deposit Account ("GCDA") where client money is held in an instant access account to facilitate transactions. As a client you are unlikely to receive as much interest as might have been obtained if you had held and invested the money yourself. On any money held by the firm in the GCDA the client will receive interest at 0.1% and the firm is entitled to retain interest of 0.2%
- 12.2 In reading these terms and conditions you accept that Carr Richards will not be obliged to account to you for any interest earned on monies to your credit in client account that exceed £30.
- 12.3 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 4 working days prior to the completion date. If the money can be telegraphed, 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. Such clients need to be aware that the lender may charge interest from the date of issue of their loan cheque or the telegraphing of the payment.

## **13. Cost/Benefit Analyses**

- 13.1 We will discuss and will continue to discuss the potential benefit to you in pursuing your case when set against the inevitable expense to you. We will therefore from time to time seek confirmation from you that you wish to proceed with your case.

#### **14. Joint Instructions**

- 14.1 If we are instructed by joint clients then all clients are jointly and severally liable for our fees, notwithstanding any agreement between you as to how you will share the costs. This means that we will be able to look to one client only or to each of our clients to pay the whole of or any balance of any unpaid fees.
- 14.2 If instructions are given on behalf of a client, we are entitled to assume that the person giving the instructions has lawful authority to instruct us. If not, then that person will be liable to us as if they were our client.

#### **15. Limit of Liability**

- 15.1 You agree and confirm that our liability to you for any loss to you caused as a result of our acting for you in relation to this or any other matter, shall not exceed £3,000,000.
- 15.2 You acknowledge and agree not to make any claim personally against any employee of Carr Richards for any loss to you caused as a result of them acting for you in relation to this or any other matter. In particular, the fact that a Carr Richards' employee signs in his or her own name any letter, email or other document in the course of carrying out any work will not mean that he or she is assuming any personal liability separate to that of Carr Richards. This does not affect Carr Richards liability as a firm and you accept that any claim brought in respect of a matter upon which we are instructed will be made against Carr Richards and not against any Carr Richards' employee.
- 15.3 Nothing contained within these Terms of Business will limit any liability that we may have to you in respect of any loss caused by our fraud, dishonesty or fraudulent misrepresentation or in any other situation where we are prohibited in law from excluding or limiting liability, including in respect of any death or personal injury resulting from our negligence.
- 15.4 We acknowledge no liability or responsibility of any kind toward any person(s) except you unless we expressly agree in writing with you and with any other person(s) that the latter shall be entitled to receive or rely upon our legal advice and, if so, on what terms they shall be able to receive or rely.
- 15.5 We cannot be responsible for, or guarantee the correctness, completeness or timely delivery of advice which may be received from other advisors, consultants or experts acting or advising in relation to your case.

#### **16. Financial Services and Insurance Contracts**

- 16.1 If, while we are acting for you, you need advice on financial investments or insurance contracts, we may have to refer you to someone who is authorised 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 financial investment services or insurance distribution activity where these are closely linked to the legal work we are doing for you. We are not authorised by the Financial Conduct Authority, however, we are included on the Register maintained by them. The Register can be accessed via the Financial Conduct Authority website at [www.fca.gov.uk/register](http://www.fca.gov.uk/register).

#### **17. Cybercrime: Bank Details**

- 17.1 Please be aware that there is a significant risk posed by cyber fraud, specifically in relation to email accounts and bank account details.
- 17.2 Please note that our bank details will not change during the course of a transaction. Carr Richards will NOT notify changes to our bank account by email. If you receive any communications suggesting that the firm's bank account details have changed, you should contact the firm via the number on the firm's website or headed notepaper immediately to confirm the details before making payment. Please be aware that a phishing email purporting to be from Carr Richards may contain a fraudulent telephone number. We will not accept responsibility if you transfer money into the incorrect account.

#### **18. Speaking to your Lender**

- 18.1 Where we are also acting for your proposed lender in this transaction, this means we have a duty to make a full disclosure to the lender of all relevant facts relating to you, your purchase and mortgage. That will include disclosure of any discrepancies between the mortgage application and information provided to us during the transaction and any cashback payments or discount schemes which a seller is providing you. If a conflict of interests arises, we must cease to act for you in this matter.

## **19. Identity Disclosure and Prevention of Money Laundering and Terrorist Financing**

- 19.1 We are legally obliged to establish appropriate procedures to prevent our company from being used to assist in criminal activity. These procedures require us to verify the identity of our clients and you must provide us with this information if we so request. We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any person whom you may represent.
- 19.2 If you are a new client, or an existing client who has not previously supplied us with proof of ID, you will be required to undergo our electronic identification process, details of which will be supplied upon your instructing us in a matter. The electronic search will not affect your credit score.
- 19.3 If we are aware or have reasonable grounds to suspect that you, or another party to the matter, have committed a criminal offence, we may be required to report the offence to the National Crime Agency. In certain circumstances, this may require us to cease acting for you until we have been cleared by them to continue to act. In certain circumstances, we may not be able to inform you or give any indication that we have reported the matter.
- 19.4 Under anti-money laundering and anti-terrorist financing legislation, we may need to raise enquiries as to the source of funds to be used to pay our bill. As stated in our cash policy we will only accept cash payment up to a sum of £1,000. If you try to deposit 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.
- 19.5 In addition, we do not accept funds from any source unless that source is one which has been identified to our satisfaction and from which we have agreed to accept funds. In the event that we are unable to accept funds from the source in question, you will remain responsible for the payment of our fees, expenses, disbursements and VAT and the discharge of any other liabilities which the funds were intended to meet.

## **20. Confidentiality**

- 20.1 Solicitors are under a professional and legal obligation to keep the affairs of clients confidential.
- 20.2 Our confidentiality obligations are subject to certain exceptions, including where disclosure is required by law, regulation or an order of the court. An example is where solicitors may be required by statute to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. Under the legislation, we may not be able to tell you that a disclosure has been made or the reasons for it and we may have to stop working on your matter without telling you why. This is because the law prohibits "tipping off".
- 20.3 Our firm may be subject to accounting, audit or quality checks by external firms or organisations. Information from your file may therefore be made available in such circumstances. We will always obtain a confidentiality agreement with the third party. As part of the Conveyancing Quality Standard (CQS) we are also subject to periodic checks by external assessors which could mean that your file is selected for checking. If you do not wish for your file to be included in this audit sample, please advise us at the outset of your matter, otherwise we will assume that you are happy for your file to be included.
- 20.4 In addition, we may disclose your confidential information to third parties such as advisors, consultants or experts, including Counsel acting or advising in relation to your case. We will always aim to ensure that the persons to whom we may disclose your confidential information comply with our confidentiality requirements.

## **21. Legal Professional Privilege**

- 21.1 Please note that any documents sent to us will only be privileged from disclosure to a third party if they are sent to us by you or those individuals on your behalf who are entitled to instruct us; and they relate to the giving or receiving of legal advice in connection with your rights and obligations. This is a complex area of law which we would be happy to discuss with you in more detail, should you require.

## **22. Data Protection**

- 22.1 We will use your personal data primarily to provide legal services to you, but also for related purposes, as described in our Privacy Policy including:
- conducting checks to identify you, verify your identity and screen for financial or other sanctions

- gathering and providing information required by or relating to audits, enquiries and investigations by regulatory bodies
  - complying with professional, legal and regulatory obligations that apply to our business
  - ensuring business policies are adhered to, e.g. policies covering security and internet use
  - operational reasons, such as improving efficiency, training and quality control
  - ensuring the confidentiality of commercially sensitive information
  - statistical analysis to help us manage our practice e.g. in relation to our financial performance, client base, work type or other efficiency measures
  - updating client records
  - preventing unauthorised access and modifications to systems
  - preparing and filing statutory returns
  - ensuring safe working practices, and monitoring and managing staff absences and staff access to systems and facilities
  - staff administration and assessments, monitoring staff conduct, and disciplinary matters
  - marketing our services
  - credit reference checks via external credit reference agencies
  - external audits and quality checks for example in relation to The Law Society's CQS accreditation.
- 22.2 Our use of your personal data is subject to your instructions, the UK General Data Protection Regulation (GDPR), the Data Protection Act 2018, other relevant UK legislation and our professional duty of confidentiality.
- 22.3 Carr Richards is a data controller for the purpose of the GDPR and other relevant data protection legislation. We have nominated David Richards as the firm's Data Protection Officer and its representative for the purpose of the GDPR.
- 22.4 We take your privacy very seriously. Please read our Privacy Policy carefully as it contains important information on:
- what personal data we collect about you and how that data is collected
  - how, why and on what grounds we use your personal data
  - who we share your personal data with
  - where your personal data is held and how long it will be kept
  - whether your personal data may be transferred out of the European Economic area and, if so, the measures taken to protect that data
  - your rights in relation to the personal data we hold or use
  - the steps we take to secure your personal data
  - how to make a complaint in relation to our use of your personal data
  - how to contact us with any queries or concerns in relation to your personal data.
- 22.5 We may use your personal data to send you updates (by email or post) about legal developments that might be of interest to you and/or information about our services, or new services or products. You have the right to opt out of receiving promotional communications at any time by:
- contacting us by emailing [dpo@carr-richards.co.uk](mailto:dpo@carr-richards.co.uk)
  - using the 'unsubscribe' link in emails.

### **23. Storage and Retrieval of Files**

- 23.1 After completing work on your case, we are entitled to keep all your papers and documents while there is money owing to us for our charges, expenses and disbursements. In addition, we will keep your file of papers for you in storage for not less than six years. After that, storage is on the clear understanding that we have the right to destroy it after such period as we consider reasonable or to make a charge for storage if we ask you to collect your papers and you fail to do so. We will not of course destroy any documents such as wills, deeds and other securities, which you ask us to hold in safe custody. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.
- 23.2 If we retrieve papers or documents from storage in relation to continuing or new instructions to act in accordance with your affairs, we will be entitled, at our discretion, to make a retrieval charge of £30 plus VAT. We may also make a charge for producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with your instructions.
- 23.3 Should we accidentally lose or damage documents or papers we will pay for their replacement or repair, whichever is the lower cost, insofar as is possible. However, we will not be liable for any intrinsic or sentimental value.

- 23.4 We may disseminate documents arising from client matters to our staff on internal databases or intranets (which are confidential to the firm).
- 23.5 For information on how long we will hold your personal data, see our Privacy Notice.

## **24. Outsourcing**

- 24.1 We outsource certain functions to specialist companies, such as our IT systems and marketing. All outsource partners are fully vetted by us and have signed confidentiality agreements with us. If you do not want your file to be outsourced, please tell us as soon as possible.
- 24.2 For information on outsourcing in relation to your personal data, see our Privacy Policy.

## **25. External auditing and due diligence**

- 25.1 External firms or organisations may conduct audit or quality checks on our practice from time to time. They may wish to audit or quality check your file and related papers for this purpose. It is a specific requirement imposed by us that these external firms or organisations fully maintain confidentiality in relation to any files and papers which are audited or quality checked.
- 25.2 Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of a new business. If you do not wish your file to be used in this way, please let us know as soon as possible.
- 25.3 For information on external auditing and due diligence in relation to your personal data, see our Privacy Policy

## **26. Feedback & Complaints**

- 26.1 Our aim is to have a long-term involvement with our clients and for our clients to be happy to recommend our services to others. Should you have any suggestions in relation to your engagement of the firm as to how we can improve or enhance our service we would be very pleased to hear from you.
- 26.2 Our aim is to offer all our clients an efficient and effective service at all times. We hope that you will be pleased with the work we do for you. If you have any problem with any aspect of the service we have provided to you or about a bill, please let us know. Our Complaints Handling Partner is David Richards.  
We will try to resolve any dissatisfaction quickly and we operate a complaints handling procedure to help us to resolve the problem between ourselves. A copy of this procedure is available upon request and will be sent to you by our Complaints Handling Partner, upon notification of a complaint.
- 26.3 If for any reason we are unable to resolve the problem between us, then you can ask the Legal Ombudsman to consider the complaint. The address is  
The Legal Ombudsman  
PO Box 6806  
Wolverhampton WV1 9WJ  
Telephone number 0300 555 0333  
[www.legalombudsman.org.uk](http://www.legalombudsman.org.uk).  
Normally you will need to bring a complaint to the Legal Ombudsman within 6 months of receiving a final written response from us about your complaint and within 6 years of the act or omission about which you are complaining. Please note the Legal Ombudsman service cannot be used by businesses, or most other organisations unless they are below a certain size.
- 26.4 Alternative complaint bodies (to the Legal Ombudsman) exist which are competent to deal with complaints about legal services. Should both you and our firm wish to use such a scheme, we agree to use the services of ProMediate (UK) Limited (Tel: 01928 732 455 [www.promediate.co.uk](http://www.promediate.co.uk)) in those circumstances.
- 26.5 If we are unable to resolve your complaint, and it relates to a contract we entered into online or by any other electronic means, you may also be able to submit your complaint to a certified alternative dispute resolution (ADR) provider in the UK.
- 26.6 As well as your right to complain about any of our bills under our complaints procedure, you can also apply for the bill to be assessed by the court under Part III of the Solicitors Act 1974, in which case the Legal Ombudsman may not consider your complaint.

## **27. Tax Advice**

- 27.1 Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. Whilst we do not offer detailed or specialist tax



advice, there may be occasions upon which we can discuss the tax implications of a transaction and advise that you seek such further advice as may be necessary. If you have any concerns in this respect please raise them with us immediately. We may be able to identify a source of assistance for you.

## **28. Equality, Diversity & Inclusion**

28.1 We are committed to promoting equality, diversity and inclusion in all our dealings with clients, third parties and employees. The firm is a signatory to The Law Society's Diversity and Inclusion Charter. Please contact us if you would like a copy of our equality, diversity & inclusion policy.

## **29. Termination**

29.1 You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges, expenses and disbursements. If at any stage you do not wish us to continue doing work and/or incurring charges, expenses or disbursements on your behalf, you must tell us this clearly in writing.

29.2 We can only decide to stop acting for you with good reason for example, if you do not pay an interim bill or comply with a request for payment on account; there is a conflict of interest or our continuing to act would be impractical, unethical or contravene legal or regulatory requirements. If we decide to stop acting for you, we will tell you the reason and give you notice in writing.

## **30. Severability**

30.1 If any provision in these Terms of Business or our client care correspondence or other terms of engagement is or becomes invalid, illegal or unenforceable then it shall, to the extent required, be severed and shall be ineffective and the validity of the remaining provisions shall not be affected in any way.

## **31. Force Majeure**

31.1 We will not be in breach of these Terms of Business nor liable for delay in performing, or failure to perform, any of our obligations under these terms, if such delay or failure results from events, circumstances or causes beyond our reasonable control. In such circumstances we are entitled to a reasonable extension of the time for performing our obligations. If the period of delay or non-performance continues for more than 3 months, you may terminate this agreement.

## **32. Your Right to Cancel**

32.1 If we have not met with you in person, The Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013 apply to this matter. This means that you have the right to cancel your instructions to us within 14 days without giving any reason. The cancellation period will expire 14 days after the date of our initial communication to you.

To exercise the right to cancel, you must inform us of your decision to cancel by a clear statement (e.g. letter sent by post, fax or mail) using the contact details on our letter. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. If you have requested us to begin work on your matter during the cancellation period, we reserve the right to ask you to pay us an amount in proportion to the work undertaken on your behalf until you communicate to us your cancellation in comparison with the full coverage of the retainer.

By acknowledging these Terms of Business we regard that as your express consent to commence work immediately on your matter and that you have waived your rights to the 14 day cancellation period.

## **33. Governing Law and Jurisdiction**

33.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by the law of England and Wales, and the Courts of England and Wales shall have exclusive jurisdiction over any such dispute or claim.

### **34. Bank Failure**

- 34.1 We hold all client money in Royal Bank of Scotland which is regulated by the Financial Conduct Authority (FCA). We are not liable for any losses you suffer as a result of any such banking institution being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS).
- 34.2 The FSCS is the UK's Statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation of up to £85,000 if a banking institution is unable, or unlikely, to pay claims against it.  
The limit is £85,000 **per banking institution** (ie any group of banks within the same corporate group). If you hold other personal money in the same banking institution as our client account, the limit remains £85,000 in total.
- 34.3 In the unlikely event of a deposit-taking institution failure, we will presume (unless we hear from you in writing to the contrary) we have your consent to disclose the necessary client details to the FSCS.

### **35. Professional Indemnity Insurance**

- 35.1 As required under the SRA Professional indemnity Rules, Carr Richards is indemnified through a policy with International General Insurance Company (UK) Ltd.  
Our brokers are Arthur J Gallagher Holdings (UK) Ltd and their address is 5 Western Boulevard, Leicester LE2 7EX.  
Our policy number is P/PIA/10765/21/SRA. The value of our standard cover is £3,000,000 and has a territorial coverage of England and Wales.  
Our certificate of insurance is available for inspection at our office. Top up insurance is obtained where necessary.

### **36. Regulated Services**

- 36.1 Carr Richards is authorised and regulated by the Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN (the SRA). This means that we are governed by Codes of Conduct and other professional rules, which you can access on the SRA's website [www.sra.org.uk](http://www.sra.org.uk) or by calling 0870 606 2555. Our authorisation number is 597239.

If, having read these terms of business, you have any queries please do not hesitate to contact us.

Carr Richards Limited  
Directors: David Richards, Martin Miller and Linzi Chesson  
Authorised and Regulated by the Solicitors Regulation Authority, Number: 532921 Registered in England and Wales, Company Number: 7154620