**THE HEAD PARTNERSHIP SOLICITORS LLP : STANDARD TERMS OF BUSINESS**

**ACCEPTANCE**

I/WE HEREBY CONFIRM THAT I/WE HAVE READ AND ACCEPT THE TERMS AND CONDITIONS SET OUT AT PARAGRAPHS 1 TO 33 HEREIN AND AS SET OUT IN THE LETTER ANNEXED HERETO.

**INDIVIDUALS**

NAME: ……………………………………………………………… NAME: ………………………………………………………………

NATIONAL INSURANCE NUMBER: ………………………..…… NATIONAL INSURANCE NUMBER: …………………………….

SIGNATURE : ………………………………………………………. SIGNATURE ……………………………………………………….

NAME: ……………………………………………………………… NAME: ……………………………………………………….………

NATIONAL INSURANCE NUMBER: ………………………..…… NATIONAL INSURANCE NUMBER: …………………………….

SIGNATURE : ……………………………………………………….. SIGNATURE …………………………………………………………

DATE : ………… day of ………………………………… 20 …..

**BUSINESSES**

By signing these Standard Terms of Business I agree and confirm that the company or business set out below (“the Business”) promises to pay the fees and costs set out in the letter annexed hereto and as a director or partner or other officer of the Business, I undertake to The Head Partnership Solicitors LLP that the Company has sufficient funds to discharge its liability in respect of the costs estimate provided herein and all other increases that may be agreed from time to time between the Business and The Head Partnership Solicitors LLP. Further I acknowledge that The Head Partnership Solicitors LLP will carry out work for and on behalf of the Business in strict reliance upon this representation.

FULL BUSINESS NAME : ………………………………………………………………………………………………………………………

PLEASE STATE : LIMITED COMPANY or LIMITED LIABILITY or PARTNERSHIP or SOLE TRADER ……………………………………..

FULL NAME OF SIGNATORY : ………………………………………………………………………………………………………………………

SIGNATURE : ……………………………………………………………………………………………………………………………………………

POSITION HELD : ………………………………………………………………………………………………………………………………………

DATE : …………… day of ……………………………………. 20 ……

**IF YOU WISH TO PROCEED PLEASE SEND US THE FOLLOWING**

**[ ] SIGNED AND DATED STANDARD TERMS OF BUSINESS WITH COPY LETTER ATTACHED.**

**[ ] YOUR PAYMENT ON ACCOUNT BY ELECTRONIC BANK TRANSFER IF POSSIBLE PLEASE (OR REFER TO PARAGRAPH 14 BELOW IF YOU WISH TO PAY BY AN ALTERNATIVE METHOD).**

**[ ] EVIDENCE OF YOUR IDENTITY (SEE PARAGRAPH 6 BELOW)**

* **Driving Licence or Passport, AND**
* **Utility Bill/Bank Statement etc less than 3 months’ old**
* **National Insurance Number**
* **Date of Birth**

**[ ] COMPLETED MONEY LAUNDERING FORM**

**Lexcel Accreditation**

We are very proud to be a Lexcel Accredited Firm. Part of this accreditation involves external auditors reviewing a selection of our files on behalf of the Law Society to ensure that we are meeting the required standard. We would be extremely grateful if you would provide your consent to your file being included in the process by signing below.

I consent to my file being audited for the purposes of the firms Lexcel Accreditation.

………………………………….. ………………………………

Signed Dated

**Marketing**

We may from time to time want to send you legal news, updates and articles about topical legal matters as well as news about the firm and our services which we hope you will find of interest. We will not do this unless you consent to this. If you change your mind at any stage in the future you can of course opt out of this marketing literature by contacting us.

I consent to receiving articles and news updates and marketing literature about the Firm.

………………………………….. ………………………………

Signed Dated

**Our ref:**

**THE HEAD PARTNERSHIP SOLICITORS : STANDARD TERMS AND CONDITIONS OF BUSINESS**

**PARAGRAPHS**

1. **DEFINITIONS**
2. **THE CONTRACT BETWEEN US**
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4. **WORK THAT IS NOT INCLUDED**
5. **INSTRUCTIONS AND AUTHORITY**
6. **EVIDENCE OF IDENTITY AND OUR RIGHT TO CANCEL**
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**THE HEAD PARTNERSHIP SOLICITORS LLP: STANDARD TERMS OF BUSINESS**

**Please read this document carefully. If you require this document in larger print, please contact Rachel Gaylor on 0118 9756622 or by email** **office@thpsolicitors.co.uk**

**1. Definitions**

The following definitions apply in all cases:

 • “Terms” shall mean these Terms of Business;

 • “us” or “we” or “our” or “firm” shall mean the law firm of The Head Partnership Solicitors LLP;

 • “you” or “your” shall mean our client;

 • “Contract” shall mean the agreement between us and you relating to the provision of our services;

 • “covering letter” shall mean our letter referring these Terms to you and setting out any other special terms including the work you have asked us to do and the individuals who will handle it at our firm. Any conflict between the covering letter and these Terms shall be read in favour of the letter;

 • “Disbursements”, shall mean any costs or payments that we incur on your behalf in connection with providing our services, e.g. Counsel, agents’ fees, couriers etc;

 • “Estimate” shall mean a provisional estimate of our fees which is not intended to be legally binding;

 • “Quotation” shall mean a firm indication of what our costs shall be for acting for you.

**2. The Contract Between Us**

The covering letter, these Terms, and any written amendments that we agree with you shall form the Contract. This Contract will be concluded:

 • When you confirm that the provisions of the covering letter are agreed; or

 • When you give us any specific instructions to act on your behalf, request advice from us, or after you have received the covering letter and you have raised no objections to their provisions.

**3. Cooling Off Rights**

For consumer matters where you entered into the Contract away from our offices either at your home or other premises or remotely at distance The Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013 may be applied, giving you the statutory rights:

 • to terminate the Contract within a cooling off period of fourteen days beginning with the day after the Contract was concluded. Where you have this right, and decide to use it, you can do so by sending a written notice of cancellation addressed to the lawyer in charge of your case within the cooling off period. However, you will lose your statutory right to cancel if we commence working for you, either at your request or if we consider it appropriate, before the cooling off period expires. If you wish us to wait until the cooling off period has expired before starting our work, please advise us in writing immediately.

**4. Work that is not included**

Subject to the covering letter, or unless otherwise agreed to the contrary in writing, our advice shall not include advice on matters relating to:

 • The laws of any jurisdiction other than England and Wales; or

 • Taxes or duties; or

 • Financial planning; or

 • Accounting.

**5. Instructions & Authority**

If you are a company, partnership or other organisation, we may accept instructions from anyone within your organisation unless you have written to us identifying which individuals we are to take instructions from.

When our Contract is with more than one person, unless otherwise agreed in writing, we may:

 • Accept instructions from any one of those persons on behalf of all; and

 • Correspond with any one of those persons on behalf of all.

**6. Evidence of identity and our right to cancel**

The law requires solicitors to obtain satisfactory evidence of: the identity of their clients; where relevant, other beneficiaries to a transaction; and in some cases, the source of funds. This is a precaution imposed by law on solicitors who deal with money and property on behalf of their client primarily to guard against them being used by criminals wanting to launder money. To comply with the law, we need to obtain evidence of your identity as soon as possible. Our practice is to have sight of your original driving licence or passport accompanied by a statutory bill less than three months old addressed to you at your home address in order that we can make certified copies*.* 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 and/or authority to instruct us. If you are not able to provide satisfactory evidence of identity or we consider further verification is necessary for any reason we will undertake an electronic identity verification check. If you cannot satisfy these requests promptly, we have the right to cancel the Contract immediately on giving written notice to you.

**7. Delegation of Work**

The individuals named in the covering letter shall have primary responsibility for your work, but may delegate appropriate parts of the work to our junior lawyers acting under proper supervision. The individual with final responsibility for your work is the partner in charge of the department in which your work is being carried out. If there is any aspect of our services that you are unhappy with, you should discuss it with that partner and if there is a problem that cannot be resolved, you should raise the matter with Malcolm Head on 0118 9756622, email malcolm@thpsolicitors.co.uk or by writing to us at 9 Chalfont Court, Lower Earley, Reading, Berkshire RG6 5SY (please refer to paragraph 14 below).

If you instruct us in relation to issues that fall outside the range of work that is normally done by the named individuals in the covering letter, we may refer you to other lawyers within the firm who can assist you, subject to your agreement. Sometimes we ask other companies or people to assist by doing administrative work on our files. We will always seek a confidentiality agreement with these outsourced providers. If you do not want such aspects of your file to be outsourced, please tell us as soon as possible.

**8. Standards**

Every Solicitor in our offices endeavours to maintain certain minimum standards of case management. If you find that the standards set out below are not maintained please speak to the solicitor with conduct of your matter or to his or her supervising partner.

The relevant standards are:

* All telephone calls will be returned on the same day, unless made late in the day in which case they will be returned before lunchtime the following day.
* All correspondence is replied to within five working days, unless the reply requires prolonged consideration in which case a short acknowledgement will be sent within five working days and a full reply within two weeks.
* All letters received from the other party in your case or the Court (other than those which relate to merely routine matters) will be sent to you within five days of receipt, unless a letter or document requires prolonged consideration in which case the full comments on the other party’s communication may take up to two weeks to be provided.

**9. Fees**

Our fees are calculated by reference to many criteria, such as:-

* the amount of time taken in providing the services in question;
* the value of any property involved;
* any skill and specialised knowledge that may have been required;
* the complexities and difficulty or novelty of the work involved, or;
* the degree of urgency or the circumstances in which the matter is transacted.

In the event that we have offered to represent you at a subsidised fee rate due to your financial circumstances (such rate to be fixed as a percentage of the current standard applicable rate) such subsidised fee rate will only remain applicable on the basis that you continue to be financially eligible and you hereby agree to be financially re-assessed on a three monthly basis to determine whether you are still eligible and to provide all requisite documentary evidence in support thereof. In the event that you are assessed as no longer eligible for a subsidised fee rate the current applicable rate from time to time will apply for all future work carried out upon your behalf but not retrospectively.

The most important factor is the amount of time taken which is generally valued at an hourly rate for the individual concerned. Our current hourly rates are set out in the covering letter. We may increase our hourly rates in the course of any matter on which we are working on for you and we shall notify you if this should be the case. We generally review our rates once each year.

Unless we agree to the contrary, any time spent by our lawyers in traveling or in waiting to attend any meetings shall be calculated with reference to the hourly rates of the lawyers in question.

Our fees are subject to Value Added Tax (VAT) where applicable. You will provide us with all relevant information in this respect. If your information proves to be incorrect, you shall reimburse us on demand for any interest, penalties or legal costs which we incur as a result.

Our fees are payable irrespective of whether a matter proceeds to completion. We shall be entitled to pay our fees out of any sums that we receive or hold on your behalf, such as the proceeds of a sale of property.

**10. Disbursements and Other Costs**

In addition to our fees, you shall also pay to us, with VAT if applicable:

 • All Disbursements we make or incur on your behalf.

 • The costs of copying of documents;

 • The cost of any foreign telephone calls that we make on your behalf;

 • The cost of all travel and accommodation reasonably incurred by us.

We may require you at any time either to pay us sums on account of any Disbursements or costs that we may have to incur, or to make any payments of this sort yourself direct to the person in question.

**11. Estimates & Quotes**

Estimates and Quotations are generally based upon your initial description of the matter in question and upon any documentation that you might have given us to consider. Such information may not be sufficient to give an Estimate or Quotation, particularly if documentation needs to be prepared or negotiated, or if any complicated legal points are involved.

Where an Estimate or Quotation is given, it must be in writing to be of any effect. Such effect will in any event be limited in that sometimes a matter is more complicated than we could reasonably have expected from your description or from a preliminary review of that documentation, if unforeseen issues arise as a matter progresses which have a bearing on the amount of time which we need to spend, or upon any Disbursements or other costs which need to be incurred. We shall advise you of any such changes in circumstance, as these matters will fall outside the scope of any Estimate or Quotation which we have given. We shall seek to agree with you an additional fee for such matters, but if no agreement is made, we shall have the right to cancel this Contract on giving immediate written notice to you.

If it is not possible to calculate our charges with reference to a Quotation we have given, they shall be determined with reference to our hourly rates.

Unless we specifically advise to the contrary, all Estimates and Quotations are exclusive of VAT, Disbursements and other costs.

**12. Monies on Account**

We reserve the right to require you to pay one or more sums on account of our fees and/or any likely Disbursements or costs at any time before and/or during the course of the work. Any sums we ask you to pay on account may include an element to reflect any VAT that may be chargeable. These sums will be held in your name in our client account accruing interest, if not less than £30. Interest will be calculated and paid to you at the rate set by Metro 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 payment of interest is subject to certain minimum amounts and periods of time set out in the Solicitors' Accounts Rules 1998.

From these sums, we shall be entitled to settle our invoices for fees, Disbursements or costs after we have advised you of the fees, Disbursements and costs in question. If it transpires that our invoiced amounts at the end of a matter are less than the sums that we are holding on account, we shall refund the balance to you.

**13. Client Money and Interest policy**

We will hold any funds which you remit to us to be held on your behalf in our designated client *account(s).* We will only hold your money at a bank or building society as defined by Section 87 of the Solicitors Act 1974 in that:

* it has permission from the Financial Conduct Authority (FCA) to accept deposits;
* the monies are held at a branch (or head) office of a bank or building society in England and Wales.

We currently have our client account at Metro Bank plc*.* We may subsequently open further client accounts at different banks and/or transfer client funds from time to time from one account to another. Whilst we monitor circumstances relating to our bankers and take such action we feel is necessary to protect our finances, we may not be liable to repay money lost through a banking failure. If you are acting in the capacity of a private individual or small business, you may be eligible to obtain compensation from the Financial Services Compensation Scheme (FSCS) up to a maximum of £85,000 in the event of the bank failing. The compensation limit applies to one individual per failed entity, and so if you hold personal monies with the same bank (or member of a group to which it belongs), the limit remains at £85,000. If at any time you wish your funds to be held in a specific account or in any particular bank or in any other way you should advise us as soon as possible and confirm any such instruction in writing. We undertake no responsibility to advise you where or how your funds should be held.

In accordance with the Solicitors Accounts Rules 2011 it is the firm’s policy to account to its clients for interest on a fair and reasonable basis for both the client and the firm.

When we receive monies on behalf of a client it will be paid into a general client account with Metro Bank Plc. The general client account will hold a pool of clients’ funds and will be held as an instant access account to facilitate transactions. The interest paid on this type of account is unlikely to be as much as the interest which a client could earn if they had held and invested the money themselves.

The rate of interest paid on money held in this account is linked to our bank’s base rate which is currently Bank of England base interest rate +0.15%.

Interest on general client money is calculated by the accounts department on cleared funds at the conclusion of a matter and is paid gross.

Interest will not be paid in the following circumstances:

1. if the interest calculated is less than £30
2. on money held for the payment of professional disbursements
3. on money held for the Legal Aid Agency
4. if there is an agreement to contract out of the terms of this policy
5. where the money held is less than the amount set out below for a period not exceeding that in the right hand column

Amount Period

£1000 8 weeks

£2000 4 weeks

£10000 2 weeks

£20000 1 week

If funds are to be held for an extended period of time they will be placed on an instant access designated deposit account with Metro Bank plc and all interest earned on that account will be paid to the client, in this case the bank will normally deduct tax before payment of interest. The rate of interest paid on this type of account is linked to base rate and is currently base +0.15%

Unpresented cheques – If a client fails to present a cheque to his or her bank for payment interest will not be paid on this money.

**14. Billing and Payment**

We shall invoice you as frequently as we think appropriate to your matter. Relevant issues in determining the frequency of our invoices will include the nature of the matters on which we have been asked to act, the amount of our unbilled fees, the amount of time that is being spent on your matters and your financial circumstances.

Subject to any special terms in the covering letter, billing frequency is at our discretion depending on such criteria as the nature of the matters on which we have been asked to act, the amount of our unbilled fees, the amount of time that is being spent on your matters and your financial circumstances. We generally invoice our clients on a monthly or quarterly basis and on completion of the transaction. Our invoices are payable in full upon receipt.

If any of our invoices are not paid within 30 days of their delivery to you:

 • We may charge you interest on the outstanding amounts at the rate of 15% per annum, and;

 • We have the right to suspend work on any matters on which you have asked us to act, or to cancel all or any of our Contracts with you on giving you immediate written notice, and:

 • We have the right to apply to Court/Tribunal to be taken off the record as your lawyers in relation to any legal matter in which we are representing you on giving you 7 days written notice.

Where the covering letter is addressed to more than one person, or where we have agreed with the addressee of the covering letter to act for another person as well, each of you shall be jointly and severally liable for our fees and disbursements and other costs, so that each of you is jointly responsible for ensuring that our bill is paid, and we can pursue all or any one of you for the whole amount that is due to us. This shall be the case regardless of any agreement you may have entered into with anyone else regarding the payment of our fees, disbursements, and other costs.

Our policy is only to accept cash up to £500.00*.* If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds as per clause 6 above. Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party unless we are satisfied payment to a third party does not contravene any anti-money laundering laws.

We are able to accept payment of fees, disbursements or monies on account of fees and disbursements by credit or debit card.

**15. S**ENDING AND RECEIVING FUNDS

We provide our clients with our Client Account Bank Details and our policy about the sending and receiving of client funds. Please read this carefully and if you have any concerns or queries please contact us via rachelg@thpsolicitors.co.uk. We will not notify you of changes of bank detail by email and if you receive any such purported notification please report this to us as soon as possible. Our policy is not to accept notification of your bank details via email for your protection. We would advise you to telephone us before sending funds in order to verify our bank details.

We have a separate Office Account with Metro Bank plc for payment of bills only. These details are shown on our invoices.

**16. Complaints**

In the event of your having a serious concern or formal complaint beyond the day to day handling of your matter in the first instance the complaint should be made to the Partner in charge of the relevant department. If your complaint is not dealt with satisfactorily then you should contact Malcolm Head as the person responsible for formal complaints within the firm who will supply you with a copy of our complaints procedure and respond to your concerns.

Our invoices contain a brief summary of the work that we have undertaken for you and the Disbursements and costs that have been paid out on your behalf in relation to the matters on which you have asked us to act. A more detailed description can be provided if needed. If you are not satisfied with the amount of our fees, you can make a complaint to Malcolm Head as mentioned above. There might also be a right to object to the bill by making a complaint to the Legal Ombudsman, and / or by applying to the Court for an assessment of the bill under Part III of the Solicitors Act 1974. If all or part of the bill remains unpaid, the firm may be entitled to charge interest pursuant to paragraph 14 above.

Any complaint (fee-based or otherwise) that cannot be resolved directly with the practice, may be referred to the Legal Ombudsman (tel. 0300 555 0333), Po Box 6806, Wolverhampton, WV1 9WJ. Alternative complaints bodies (such as ProMediate www.promediate.co.uk) exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme. Whether we agree to use ProMediate will be decided on a case by case basis and we will notify you of this if we are unable to resolve your complaint satisfactorily.

**17. Limitation of Liability**

As solicitors we are permitted to put a reasonable limit on our liability to our clients provided that:

• The limit on our liability is not below the minimum level of cover required by the Solicitors’ Indemnity Rules (currently £2,000,000 for partnerships and £3,000,000 for LLPs); and

• We can only limit our liability to the extent that the law allows. In particular, we do not limit our liability for death or personal injury resulting from our negligence.

 Our liability to you shall therefore be limited as follows:

 • Irrespective of the legal grounds on which any claim against us is made, unless we expressly state a higher amount in the letter accompanying these terms of business, our liability and loss to you (including any liability for negligence other than for death or personal injury) shall be limited to:

1. £3 million for all claims and losses resulting from one act error or omission, subject to aggregate limits of;
2. £3 million for all claims and losses arising from a series of related acts errors or omissions or;
3. £3 million for all claims and losses resulting from a series of acts errors or omissions arising out of or attributable to the same originating cause, source or event, or;
4. £3 million for all claims arising from the same or similar act error or omission in a series of related matters or transactions;

 • 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.

* For the purposes of this clause, a claim against any one or more of our partners, assistant solicitors, employed barristers, any other members of our staff (whether employees or not) and any company or its employees handling outsourced work as per clause 7 above, shall be regarded as a single claim against us and our liability to you shall be limited accordingly.

**18. Joint Liability**

If you have a claim against us for any loss or damage for which someone else (including you) could also be liable, our liability to you in those circumstances shall be limited to a just and equitable proportion of the loss or damage in question after liability for it has been apportioned between everyone responsible and for the purposes of this clause:

 • “loss or damage” shall include all recoverable amounts, including legal costs; and

 • the ability or otherwise of any person or entity to satisfy any legal claim for any reason including (but not limited to) death, bankruptcy, or insolvency shall be disregarded; and

 • it shall be assumed that there are no agreements in force that exclude, limit or cap the liability of anyone else who might be liable to you.

**19. Other Matters**

We shall not be liable to you for any failure to provide our services caused by matters beyond our reasonable control.

**20. Regulatory Matters**

We are not authorised by the Financial Conduct Authority. If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised to provide the necessary advice. However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.

We are included on the register maintained by the Financial Conduct Authority so that we may carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts such as defective title indemnity insurance in conveyancing matters and after-the-event insurance in litigation matters. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Services website at https://register.fca.org.uk/ .

We only select products from a limited number of Insurers for Defective Title and related issues in conveyancing matters (e.g. Restrictive Covenant Indemnity Policies, Insolvency Act Policies and Lack of Planning Permission and Building Regulation Consent Policies) but we are not contractually obliged to conduct business in this way.

The Solicitors Regulation Authority (SRA) is the independent regulatory arm of the Law Society. The Legal Ombudsman is the independent complaints-handling arm of the Law Society. If you are unhappy with any investment or insurance advice you receive from us, you should raise your concerns with either of those bodies.

The firm has effected professional indemnity insurance cover which meets or exceeds the requirements of the SRA. In the event of any failure by the Firm to meet its liabilities, apart from such insurance, the Solicitors’ Compensation Fund is in place, from which grants may be given to those who have suffered loss by reason of the dishonesty of a solicitor or an employee in connection with a solicitor’s practice or in connection with a trust of which the solicitor is a trustee.

All UK law firms are subject to reporting, disclosure and other requirements imposed by the UK regulators or laws, such as concerns HM Revenue and Customs, money-laundering, the proceeds of crime and terrorist financing. These requirements can override our usual duty of confidentiality to you. In addition, these requirements may oblige us to ask you to provide us with information that may be relevant for legal or regulatory purposes at any time. Any failure by you to provide any information of this sort shall entitle us to cancel this Contract on giving immediate written notice to you.

We are required by statute to make a disclosure to the National Crime Agency (NCA) where we know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we are not able to tell you that a disclosure has been made and we may have to stop working on your matter for a period of time and may not be able to tell you why.

**21. Conflicts**

We have the following rights to cancel this Contract on giving immediate written notice:

 • If our own interests conflict with yours; or

 • If a conflict of interests arises between you and any of our other clients in relation to the same or related matters, or there is a significant risk that this might happen; or

 • If any instructions you give us conflict with our professional duties or obligations as solicitors.

**22. Termination**

You may immediately terminate the Contract in writing at any time if you wish us to stop acting for you. We may also cancel the Contract:

 • On giving you reasonable written notice; or

 • If we believe there are circumstances that justify an immediate cessation of the work that we are doing for you; or

 • In the circumstances provided for in clauses 6, 11, 14, 19 and 20 above.

* If you are no longer financially eligible to pay fees at our subsidised hourly rate and do not consent to pay at the current standard applicable hourly rate from time to time.

Circumstances that might justify our ceasing to act for you under the first two bullet points above would include a non-payment of any of our invoices, your failure to make any payment on account or to settle any Disbursements or costs which we have requested, or your failure to give us the instructions that we might reasonably expect in relation to your matter(s) or where there has been a serious breakdown in confidence between us.

In the event that we cancel the Contract and cease acting for you, we shall be entitled to charge you a fee for all the time spent by us up to cancellation, and all the Disbursements and costs we have incurred or may be liable for up to that point in time. If it is not possible to calculate our fee with reference to a Quotation that we have given, our fee shall be calculated on the basis of our hourly rates.

If Court proceedings are in progress when we cease acting for you, we will be obliged to obtain the permission of the Court before we officially stop acting for you unless you consent. If you do not consent you may have to pay the costs of any application we make to the Court.

If you instruct us to commence work before the expiry of any cancellation period under Consumer Protection Legislation you will remain responsible for our fees should you cancel our retainer within the cancellation period.

**23. Papers and Deeds**

We are entitled to retain our files and any documents we are holding on your behalf until you have paid all our invoices. Unless you have already asked us to return any papers to you, we shall keep all files relating to your completed matters in storage for not less than six years, either in their original form or on some other retrievable medium. After the end of that period, those files will be destroyed, although this shall not apply to any original documents that you have specifically asked us in writing to keep in safe custody for you.

We do not normally make a charge for retrieving stored papers which relate to current matters, although we reserve the right to charge you for any time spent in retrieving papers relating to completed matters and for any time spent in reading the file, writing letters, or doing any other work at your request.

If you ask us to send any documents to anyone else, we shall not be liable for any loss or damage that occurs to those documents after they leave our possession. You should also note that, unless we believe it might be appropriate to do so we will not ordinarily make copies of any lengthy or bulky documentation which we send to anyone else, unless you specifically ask us to do so, and pay our copying charges.

**24. Email, Fax and IT Matters**

Unless otherwise agreed, we may use conventional (unencrypted) email to communicate with you and anyone else that is involved in any matter on which you instruct us. You acknowledge that conventional email may present security risks in certain circumstances and you shall be taken to have accepted those risks unless you tell us not to use that means of communication.

If you would like us to use encrypted email for communication purposes you should notify us in writing. We will endeavour to do so, but this shall also be subject to us making the necessary arrangements with you and any other recipients.

If you do not want us to fax you at any fax number where we might ordinarily think you may be contactable, you must inform us of this in writing and provide us with any fax number(s) you wish us to use.

Please note that in order to protect the integrity and security of our IT systems, we may prohibit the receipt and opening of certain types of electronic files by our staff and you should note our internal IT procedures may also impose a delay on our ability to open and deal with certain types of electronic files.

Please note that we may record and monitor telephone, fax and email communications that are made to or from our offices and staff for the purposes of the Telecommunications (Lawful Business Practice) (Interceptions of Communications) Regulations 2000.

**25. Recommendations**

If we should recommend the services of anyone to you such as accountants, surveyors, trade mark and patent agents, foreign lawyers or anyone else, we shall do so in good faith and this shall be the sole extent of our liability with regard to the recommendation in question.

**26. Audits and Audit Enquiries**

If we receive requests for information of an auditing nature from you, your accountants or auditors, we may address our response to you and we may charge you for the time spent in addressing these enquiries at our normal hourly rates.

External firms or organisations may conduct audit or quality checks on our practice to ensure compliance with mandatory requirements such as the regulatory standards and/or voluntary standards such as Lexcel [to which this practice is accredited]. Such external firms or organisations are required to maintain confidentiality in relation to your files. If you are happy for your files to be audited for the purposes of our Lexcel Accreditation we would be grateful if you could provide your consent on the front page of these terms. We operate our own in-house file review process to ensure our own quality standards are adhered to and personnel involved in the review process are bound by the firm’s confidentiality obligations.

**27. Financial Services Compensation Scheme**

Any money held by this practice is deposited in The Head Partnership Solicitors LLP client account with Metro Bank plc. We are not liable for any losses sustained to your deposit whilst it is held with Metro Bank plc in our client account.

For your deposit to be protected by the Financial Services Compensation Scheme you individually have to be eligible for that protection and as private individuals you are. However you will not be eligible if you are a company with an annual turnover of more than £6.5 million, a balance sheet total of more than £3.26 million, more than 50 employees or you are an unincorporated association with assets of more than £1.4 million.

If you already have money deposited with Metro Bank plc the £85,000.00 deposit protection is set against what this firm holds on your behalf and that money held personally by you with the bank. You will receive the benefit of the £85,000.00 deposit protection only once per bank.

**28. Third Party Rights**

Unless we specifically agree to the contrary in writing, we shall act only on your behalf in relation to the work that we do for you and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

Any legal advice that we give you is for your own use only and we shall not be liable to anyone else in relation to that advice (including anyone that you pass or transmit it to) unless we express agree to be liable to the recipient(s) in writing.

**29. Data Protection**

If you are a private individual we shall only use any personal data that we have relating to you for the following purposes:

 • To identify you as a client of this firm, to confirm any information you have given us and to keep your records up to date;

 • To provide you with legal services;

 • To process any payments from you;

 • To send you information regarding our products and services, including any products and services that we may supply in conjunction with anyone else, unless you ask us not to do so;

 • For review and analysis in connection with the management of our practice;

* For legal and regulatory compliance; and

 • For producing statistics and other information relating to our business, including statutory returns, providing this shall not identify you personally.

Our use of that information is subject to your instructions, the General Data Protection Regulations (GDPR) and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers.

Save for certain exceptions you have a right to find out if an organisation is using or storing your personal data. This is called a right of access. You can exercise right of access by asking for a copy of the data we hold which is commonly known as a subject access request. Please see our Privacy Notice at the end of these terms for further information in connection with this.

**30. Confidentiality And Disclosure**

It is possible that we may now or in the future hold for another past, present or future client, confidential information which we cannot disclose to you in relation to your matter. You agree to that non-disclosure.

**31. Conveyancing Matters**

In conveyancing matters when acting for you as a purchaser, we may also be acting for your proposed lender and as such 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.

**32. Referrals & Commissions**

If you have been referred to us by an introducer with whom we have a financial arrangement:

* We shall not disclose your information to that introducer unless you consent;
* We shall make clear the amounts involved in your client care letter;
* If we also act for the introducer in the same matter and a conflict of interest arises, we may have to cease acting for you;
* Any advice we give will be independent and you can raise questions on all aspects of the matter.

We are prevented by the Solicitors’ Code of Conduct from making secret profit from our relationship with you. If any occasion arises where there is potential for us to earn commission, for instance if we introduce you to another practice to undertake work for you which we cannot do ourselves, we will establish a separate written agreement to deal with the acceptance and allocation of any commission arising.

**33. Equality & Diversity**

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 and diversity policy.

**34. General**

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

# SENDING FUNDS TO AND RECEIVING FUNDS FROM

# THE HEAD PARTNERSHIP SOLICITORS LLP

We are governed by strict regulations as to the source of funds being accepted into our account and we will request verification from you as appropriate throughout the matter.

We will request that funds are sent to us when we are satisfied that we have sufficient information to satisfy our obligations under the Money Laundering and Proceeds of Crime Legislation.

Please do not send funds to us unless we have asked you to do so. Please also telephone us to verify our bank details with us before you send funds and to advise us that funds have been sent to us.

If you send funds to us before we have received satisfactory information then there may be certain occasions where we will have no choice but to make a report to NCA.

We are aware of certain issues with email security and clients email accounts being vulnerable and therefore we would make you aware that we will not send details to you by email throughout the course of the matter.

If you receive a request from us via email to send funds to us throughout the course of the matter you must telephone us to verify before sending them.

We would advise that you should send your bank details to us via a method other than email. If you do email us bank details then we will need to have a telephone conversation with you to verify these details prior to sending funds to you.

# If you receive an email purporting to notify of a change of bank details please report this to Rachel Gaylor immediately on 0118 975 6622 or at rachelg@thpsolicitors.co.uk. The Head Partnership Solicitors LLP

# Data Protection/GDPR Privacy Notice

We currently hold your details on our system. We hold this information because:

(1) you have currently entered into a Contract as a Client of The Head Partnership Solicitors LLP for the supply of our legal services;

(2) you have established a relationship with The Head Partnership Solicitors LLP by expressing and pursuing an interest of our legal services; or

(3) you have previously entered into a Contract as a Client of the Head Partnership Solicitors LLP for the supply of our legal services.

We will continue to hold your details on our system in order to progress and implement the Contract for our services or to respond to your interest with services or events that we offer.

The information we may hold about you includes, but is not limited to, your name, location, e-mail address and telephone number. We hold this information because of the current or previous Contract in place or because of your interest in our services and that relationship and our interaction establishes a legitimate business interest under the new GDPR Regulations.

Our engagement with you is governed by our Privacy Policy. You can obtain a copy of our Privacy Policy by contacting Alexis Lane at The Head Partnership Solicitors LLP, 2 Duke Street, Henley on Thames, RG9 1UP.

If your circumstances change and you no longer want The Head Partnership Solicitors LLP to hold your details and wish for your details to be removed from our system, then please contact Alexis Lane at The Head Partnership Solicitors LLP, Unit 9 Chalfont Court, Lower Earley, Reading, RG6 5SY and we will remove your data.

Please note that we may be required to retain certain data as a consequence of our obligations to our regulators, insurers, lenders, HMRC and the Courts and our ability to delete your personal data may be limited by these. If you have queries about the extent to which you will be able to request deletion then please let us know at this stage.

**Subject Access Requests**

You have the right to find out if we are using or storing your personal data. This is called the right of access. You can exercise this right by asking us for a copy of the personal data we hold for you and this is commonly known as a subject access request.

You can make this request either verbally or in writing and if you wish to make a subject access request please contact our data protection officer Alexis Lane on 01491 570902 or a.lane@thpsolicitors.co.uk.When making your request please provide your full name and contact details and also any reference which you may have for your matters which will assist us in checking our records.

It will assist us in responding to your request if you are clear about what data you wish to access. For example, you may not want everything and may just want us to check a particular matter or time period.

We will respond to your request within one month of receiving the request unless we consider that further time if required; we will notify you within the month should we believe this to be the case. If we require further information from you in order to deal with your request, we will request this further information from you within 2 weeks of receiving your request. We will provide any copy data to you by hard copy. If you require this in electronic format please let us know.

We will not charge a fee for dealing with your subject access request unless we consider it to be “manifestly unfounded or excessive”. If you are not happy with the way in which we deal with your request then please let us know and hopefully we will be able to resolve the position between us. If you remain dissatisfied you can also complain to the ICO.