

# HIGHCROSS LAW

## SOLICITORS

5 Gower Street  
Leicester LE1 3LJ

t +44 (0)116 262 0001  
f +44 (0)116 262 1775  
w [www.highcrosslaw.co.uk](http://www.highcrosslaw.co.uk)

## TERMS OF BUSINESS

These Terms of Business should be read in conjunction with our initial letter sent to you when you instructed us.

### **About Us**

Highcross Law Solicitors is a trading style of Highcross Law (Leicester) Limited, a company registered in England and Wales under number 08351758. A list of directors is available for inspection at the registered office.

Highcross Law (Leicester) Limited is regulated by the Solicitors Regulation Authority under no: 591601. Information about the Solicitors Regulation Authority can be accessed from their website: [www.sra.org.uk](http://www.sra.org.uk)

### **Responsibility**

You will already know who will be the main contact for your work. From time to time, it may be necessary for other staff, including trainee solicitors, to be involved to provide assistance, support or continuity. In such cases, you will be notified in advance if for any reason a change in your main contact is necessary.

We make every effort to ensure that your telephone calls, faxes and e-mails are returned as soon as possible. Occasionally it may not always be possible to return your telephone call the same day, particularly if your contact is in meetings all day or out of the office on business, but we do try to work on a team basis and in addition, messages can also be left with your contact's secretary.

Although we need to operate on an appointment basis, we also try to be as flexible as possible to meet your needs.

To help us to provide a good service, we also need your help and co-operation. Please be prompt in providing us with all relevant information, including documents and correspondence. If you are in any doubt, bring all relevant papers to meetings so that they can be reviewed. In addition, please read papers before your appointment or before making a telephone call so that you are as prepared as possible. Please inform us immediately if you feel that we have in any way misunderstood your instructions. Please retain any papers that may have a bearing on the work we are handling for you. We will be reliant on you for the accuracy of information and/or documentation you provide. We will not be liable to you for any losses caused wholly or in part by the provision by you of misleading, inaccurate or incomplete information or documents.

The advice with which we provide you is given on behalf of the firm – Highcross Law Solicitors and not by any individual adviser and is for your benefit only, unless otherwise specifically agreed by us. Your relationship is solely with Highcross Law Solicitors and the firm has sole legal liability for the work done for you and for any act or omission in the course of that work. No member or employee of the firm will have any personal legal

liability for that work, whether in contract, tort or negligence. In particular, the fact that an individual member or employee signs in his or her name any letter or other document in the course of carrying out that work does not mean that he or she is assuming any personal legal liability for that letter or document. Our responsibility to you will only extend to the advice and services we provide in matters upon which you have actually instructed us and upon which we have accepted instructions. We will not be liable to you for any losses resulting from the acts or omissions of any person other than a member of this firm.

As part of our responsibility to you we will review your matter regularly and advise you of any changes in the law. We shall also 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.

All information in relation to your case will be kept confidential and will not be disclosed to anyone else except where you have authorised it or where it is required by law. We are required by the Solicitors Regulation Authority to undergo an annual accountants' audit, during which your file may be inspected. The accountants are equally bound to strict confidentiality. In property matters, your lender may also request sight of the conveyancing file as part of audits. Your instructions form will contain a section where you need to confirm your consent. Without this, we will not be able to act for both yourself and the lender.

### **Our Service Standards**

We are committed to provide a high level quality of service to all our clients throughout their dealings with us. As part of our commitment to providing high level quality of service we will:

- update you by telephone or in writing with progress on your matter regularly.
- communicate with you in plain language.
- explain to you by telephone or in writing the legal work required as your matter progresses.
- update you on the cost of your matter at agreed events and in any event no less than every six months.
- update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances.
- update you on the likely timescales for each stage of this matter and any important changes in those estimates.

In addition, we are accredited as part of the Law Society's Conveyancing Quality Scheme. Our registration number under the scheme is CQS01067. This scheme is designed to improve transparency of transactions, raise service levels and provide better communication and a more efficient process. To achieve this, we need your authority to enable us to share information with other parties (such as other solicitors, estate agents, financial advisors etc.) involved in this transaction and any related chain of transactions.

By accepting our Terms of Business, you will be deemed to have given us your authority to provide information to other parties in accordance with the Law Society Conveyancing Protocol. If you do not wish to do so please advise us immediately in writing.

At the conclusion of the matter we regularly send out questionnaires to our clients for comments on our service. Please do participate if you are sent such a questionnaire.

### **Charges**

You will have received a separate letter detailing an estimate of our fees for conducting your matter. In addition, all third party costs, known as "disbursements", which we pay on your behalf, such as Land Registry and search fees, stamp duty land tax etc. will be charged. VAT will also be payable on certain disbursements. Further information about pricing for certain legal work such as conveyancing, immigration and probate is available on our website.

**On matters where a fixed fee is not agreed** then our hourly rate shall apply.

Our current hourly charging rates are £300.00 for a Solicitor and £195.00 for a Trainee Solicitor or equivalent level personnel. We review our hourly rates in April each year and you will receive advance notification of any charges in addition to our own charges. In addition VAT will be payable on our costs and certain disbursements.

Routine letters, emails and similar communications and telephone calls made and received will be charged as units of 1/10<sup>th</sup> of an hour and other non-routine letters emails, communications and telephone calls will be charged on the basis of time spent. Our invoices will also include any costs or expenses which we have incurred on your behalf such as court fees and barristers fees.

If your instructions require us to work outside normal office hours, we reserve the right to increase our charging rates. Routine overheads are included in our agreed charges. Where we need to generate a large number of documents, for example by printing, scanning or photocopying, we may make an additional charge.

Where we need to travel for your work, actual costs are charged, with the exception of travel by car for which a standard mileage charge of 40 pence per mile applies.

It may be necessary during the course of the transaction to transfer funds electronically to another bank account. In those circumstances there will be a charge of £20 plus VAT per transfer. International Bank Transfers attract a higher charge and this will be communicated and agreed with you before any transfer is made.

In transactions involving a large amount of money or benefit to you, we may base our charges on the time spent and by referring to a value element, which reflects the importance of the transaction and the responsibility placed on the firm and will not exceed Law Society guidelines.

In most cases you will be invoiced at the end of a matter but where a matter takes longer than originally anticipated to complete or where substantial costs are involved we may render an interim invoices (typically on a monthly or quarterly basis) before a matter concludes. We may also ask you to pay sums of money on account of future charges and expenses. If this should become necessary we will write to you and request a specified sum. If you wish you may pay an agreed monthly amount by standing order. We will offset any such payments against your final bill and send you a receipted invoice.

You are responsible for paying our bills. If an insurer or other third party has agreed with you to pay your legal fees, and in circumstances where we accept instructions from 2 or more clients in relation to the same matter, then liability for our fees will be on a joint and several basis which means that in the event of non payment of fees we may seek payment of the full amount of outstanding fees from any one or more of the clients. In relation to any instructions, we will deduct any outstanding fees and disbursements from any proceeds of sale or other monies held by us.

If the matter does not proceed to a conclusion for whatever reason, we will charge you for the work done and expenses incurred. Please rest assured that our charges in such events will not exceed our estimate of costs and disbursements as stated in the accompanying letter or such revised letter (whichever is the latter).

We will charge interest on all, or part of, the bill if it is not paid within 30 days of the delivery of the bill whether this is an interim bill or final bill we reserve the right to charge interest at 5% p.a. above the base lending rate of Natwest Bank plc in force at the time of delivery together with administration charges. Please be aware that if our invoice remains unpaid following two reminders, it is our policy to pursue outstanding debts through the courts and an adverse judgement against you may affect your credit rating.

We will inform you if any unforeseen extra work becomes necessary, for example due to unexpected complexities or difficulties or if your requirements or the circumstances change significantly during the matter. We will also inform you in writing of the estimated cost of the extra work.

## **VAT**

We charge VAT at the prevailing current rate. Our VAT Registration Number is: 981 697 658. It is solely up to you to inform us in any situation where you believe that VAT may not be chargeable to you together with providing satisfactory supporting evidence.

## **Interest Payments**

Where Highcross Law Solicitors hold money on your behalf, subject to the terms of this paragraph, interest will be calculated and paid to you in accordance with the Solicitors Accounts Rules 2011. Subject to certain minimum amounts and periods of times prescribed by the Rules, interest will be calculated and paid at the rate from time to time payable on Natwest deposit account less a sum of £20.00 to take into account administrative costs of calculation and payment in respect of each amount of interest as and when calculated. The period for which interest will be calculated will normally run from the date on which cleared funds are received by us until the date of issue of any cheque/payment in discharge thereof.

## **Money Laundering Regulations**

The Proceeds of Crime Act 2002 (as amended) as well as Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended by the EU's 5<sup>th</sup> Money Laundering Directive) require us to confirm the identity of all clients to prevent money laundering and terrorist financing. As a result, all clients will be asked to provide photo identification (passport or photo driving licence) to confirm identity and a recent utility bill or similar to confirm your address. Corporate clients will be asked to provide other suitable identification. In certain instances identification of people related to you may also be required.

Under the new regulations, we may also carry out an Anti-Money Laundering check to verify the identification you have provided to us or in the absence of such identification. The results of these searches will be stored in electronic format for a minimum of 5 years from the search date. By instructing us to act for you in this matter, you are also authorising us to carry out such electronic identification/ Anti-Money Laundering checks. In every case, we are likely to require evidence to establish the source of funds paid to us during your retainer. We are unable to accept screenshots or emailed statements or evidence which is typically out of date (more than 3 months old). Kindly note that we will refuse to act for you where we suspect that you are not the true beneficiary of the transaction or have a lawful and legitimate reason for the proposed transaction (and cannot provide satisfactory explanation to account for this).

We normally do not accept payments in cash of more than £750 for any purpose. 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.

The term 'proceeds of crime' is very widely defined and include, for example, money gained as a result of unlawful tax avoidance. If we suspect an activity may involve the proceeds of crime, we have a duty to report such suspicions. Our duty to report may override any duty of confidentiality that we owe to you. Legal professional privilege (a client's right to refuse disclosure of documents relating to advice given to them) may not apply in these circumstances.

We are also required to investigate and carry out enhanced level of due diligence on the source of funding and beneficiaries in any transaction or matter of a financial nature. We will therefore expect you to assist us with this process by proving evidence by way of statements from your financial institution as required in accordance with the law. As a matter of practice, we will expect to meet you in person at various stages during the course of the transaction. We do not operate or utilise the 'reliance provisions' and therefore any documentation certified by verified by a third party will not be routinely accepted. Furthermore, we will not act for you on a totally postal/telephonic/email manner or at the direction or via another person.

Where we have to pay money to you, it will be paid by bank transfer, and it is your responsibility to provide accurate bank details at the outset. It will not be paid in cash or to a third party.

Please note that we are no longer accepting personal or company cheques as form of payment as a matter of practice at any point or type of instructions or work. Cheques made payable from other solicitors or insurance companies and bank drafts and cheques from building societies take 5 working days to clear after banking and we can only bank up to 2.30pm on weekdays. Therefore, you will be required to make payments by bank transfer from your account (not a third party) to the account details we provide. Furthermore, we will only accept exchange/completion funds in one lump sum (not in instalments). We reserve the right to charge for the additional work required in reconciling funds where you make payments in instalments (of whatever number or size).

We do not accept payments by debit or credit card at the present time.

### **Professional Indemnity**

In accordance with the requirement of our regulatory body, we maintain Professional Indemnity Insurance to protect your interest during the course of your dealings with Highcross Law Solicitors. At present the total value of insurance is set at a maximum £3million. We assume that this level will be sufficient for your purposes. Please let us know immediately if your requirements are likely to exceed this level. Details of our Professional Indemnity are as follows:

Accredited Insurance (Europe) Ltd (UK Branch), via Inperio (London) Cannon Wharf Pell Street London SE8 5EN

In the unfortunate event should a claim arise we shall disclose certain information to you upon request in respect of the compulsory indemnity insurance relevant to that claim

### **Limiting liability**

Our liability to you for a breach of your instructions shall be limited to £3 million, 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.

### **Financial, Tax & Insurance mediation**

We are not authorised under the Financial Services and Markets Act 2000 but we are able, in certain circumstances, to offer a limited range of investment services to the client because we are regulated by the Solicitors Regulation Authority. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at <https://register.fca.org.uk/>. Our registration number is LS591601.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society. The Legal Ombudsman is the independent complaints handling body – contact details of which are contained in the “Complaints” section of these Terms of Business.

If you have any problem with the service we have provided for you then please let us know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us to resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us, then the Solicitors Regulation Authority and the Legal Ombudsman provide complaints and redress mechanisms.

### **Property**

We will not advise you on the planning implications of your proposed purchase unless specifically requested to do so, otherwise than by reporting to you on any relevant information provided by the results of the "local

search". In addition, you should be aware that the local search only provides information about the property you are purchasing, and not any neighbouring or adjoining property. We will carry out the local authority and water/drainage searches (known as Con29R/LLC1 and Con29DW) in a purchase transaction. If you require any further specific searches, you must inform us at the outset. These search results only have limited period of validity and should not be relied upon after the search date.

We do not carry out a physical inspection of the property, nor do we advise on the valuation of the property or the suitability of your mortgage. We will however request you to provide a copy of the valuation report in order to deal with matters specifically directed for the attention of the conveyancer within such reports.

Please note that we do not offer a service of inspecting 'legal packs' before an auction. Further, you must inform us beforehand if you are providing our details to the selling agents and/or auctioneers as acting for you. We provide no assurance or guarantee in being able to act for you or assist you if you instruct us without notice on an auction. This applies – both for traditional and modern type auctions.

## **Stamp Duty**

We do not generally act as your tax agents or advisers with the exception that advice on Stamp Duty Land Tax or Value Added Tax may be integral to the work that you instruct us to undertake.

For Stamp Duty Land Tax purposes it is your responsibility to submit a Land Transaction Return to HM Revenue & Customs for any notifiable transaction that you undertake, but we will compile the Return for you to check, approve and sign. We will rely on the information that you provide to prepare the form. However, we will not advise you on the tax implications of the information you provide. This is for you to deal with via your tax advisers. Whilst we will act as your agents in the submission of the return we shall cease to do so when HM Revenue & Customs have issued a Land Transaction Return Certificate. On certain occasions the Return may be submitted to HM Revenue & Customs "on line" without being signed, but we will send you a printed copy of the Return for you to verify.

You must inform us if any other party to a transaction is a "Connected Person" for Stamp Duty Land Tax purposes and this may mean that they are a family member, a trustee of a trust settlement connected with you, a business partner, or a company which is within the control of you or one or more members of your family. Unless we are so notified, we shall assume that no other party to the transaction is a Connected Person.

A land transaction that provides for future contingent payments, such as a lease that provides for rent to be reviewed in the future, may give rise to an obligation to submit a further Land Transaction Return to HM Revenue & Customs once the amount of the future payment is known, but you must seek appropriate tax advice at that time. We will be pleased to advise you at the appropriate time, but if you consult us we shall treat the matter as a new instruction.

It remains your responsibility to ensure that you receive appropriate tax advice on the implications of the work you have instructed us to undertake (for example family and personal injury) as we accept no liability for any tax payable by you as a result of the work completed by us other than as set out above. For the avoidance of doubt (and except as set out above), your retainer specifically excludes advice on Corporation Tax, Income Tax and National Insurance, Capital Gains Tax, Inheritance Tax, VAT (save as set out above) and all other UK and international taxes as well as filing or submission of tax returns.

## **Data Protection**

All information we hold concerning you will be held and processed by the firm strictly in accordance with the provisions of the General Data Protection Regulations (Regulation [EU] 2016/679). To carry out your instructions we will be using personal and other information about you to provide legal services and in connection with marketing, administration and in-house training. We may obtain this information direct from you or from other sources. In this connection we may need to disclose information to our suppliers and agents. In some situations we may also need to process sensitive personal data, e.g. in relation to health matters. For record purposes we will keep this data beyond the date when we complete your matter upto and including the point your file is destroyed. We may store your file with an external service provider to store your file after we complete your matter. In such cases, the service provider will be also obliged to comply with the data protection legislation. Please note that our work for you may require us to give information to third parties such as expert

witnesses and other professional advisers. Our Privacy Notice (which can be accessed at our website: [www.highcrosslaw.co.uk](http://www.highcrosslaw.co.uk)) sets out in detail of how collect, use, store and delete your personal data as well as your rights under the data protection laws.

With your permission, we may from time to time send you information which we think might be of interest to you. However, you will never receive any marketing or other communication from a third party on our behalf. We do not share your information with any external party save as set out in these terms.

During your retainer, we may be contacted by third parties (such as estate agents, financial advisors, other parties' solicitors/legal advisors for information/updates on your transaction.

Your signature on our Terms of Business and/or your continuing instructions to us demonstrate your consent to the data processing identified in these terms and also to any credit searches which we may carry out against your personal details.

### **Hours of Business**

Our offices are contactable Monday to Friday from 9.00am to 1pm and from 2pm to 5.00pm and our contact telephone number is displayed in all our letters to you.

### **Storage of Your Papers**

We are entitled to keep any papers and documents whilst there are monies due to us. We will store your file in our archive for at least 6 years after the completion of your matter, after which we may destroy the file without further notice to you. We reserve the right to store your file electronically and to destroy the original.

Please note that we will normally hand over original documents to you on completion of a transaction unless you are purchasing with the aid of financial assistance and your lender requires that we forward such documents to them. In this respect, we believe that it is unlikely that you will need access to archived files. In the unlikely event that access is required, we reserve the right to charge a fee for file retrieval (currently £50.00 plus VAT).

### **Termination of Your Instructions**

You may terminate your instructions to us at any time by sending us notice in writing. If there are monies due to us for our costs or for work in progress then we may keep your papers until these costs are paid. These are calculated on an hourly basis plus expenses/by proportion of the agreed fee as set out in these terms and conditions.

We may cease acting for you if you do not pay our invoices, provide us with monies on account when requested to do so or if you fail to provide us with instructions such that we can no longer protect your interests. We may also cease acting for you if a conflict of interest arises.

### **Communication**

We will communicate with you by post, telephone or fax as appropriate. Correspondence by email is also possible but only the basis that you accept the risk that email communications may not be secure. We will only communicate our bank details (or changes to them) to you in person, by post or fax. We will never request confirmation or verification of your financial details by email or telephone. Furthermore, we do not use any social media sites such as Facebook or Twitter to communicate with you in anyway whatsoever. Therefore, you are advised to treat any such emails or telephone communications with strict caution and suspicion. We are unable to accept any liability if you suffer loss as a result of not following this advice.

Please advise if you would prefer us not to use a specific method of communication. In the absence of your contrary instructions and to enable us to operate effectively and efficiently, you are taken to consent to us using any appropriate means to communicate with you. Please ensure that you update us immediately if any of your contact details change and confirm what you action (if any) you require us to take if we cannot contact you. We shall not be liable for any losses resulting from our inability to contact you if this information has not been provided.

We will assume that where we act for more than one person but we receive instructions from only one, that person has the authority of the other to give those instructions.

We will assume, unless you tell us otherwise in writing, that in the case of a company client, any director or employee of the company who gives us instructions is authorised to do so and that we may act on instructions given orally.

### **Consumer Protection (Distance Selling) Regulations 2000**

Under the Consumer Protection (Distance Selling) Regulations 2000, for some non-business instructions, you may have the right to withdraw, within seven days of the date on which you asked us to act for you. However, if we start work with your consent within that period, you will still have the right to withdraw your instructions. In such cases, we reserve the right to charge for any work carried out prior to you notifying us of your withdrawal of instructions (please see section headed `Charges' which states how we charge for work done).

You may withdraw instructions by giving notice by email or letter to the person responsible for your work.

The Regulations require us to inform you that the work involved may take more than 30 days to conclude.

### **Equality and diversity**

Highcross Law Solicitors 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

### **Complaints procedure**

We aim to provide a high level of satisfaction with the work we carry out for you. In the event that you are still not happy with the service provided or you have a complaint about our firm's bill, then you have a right to complain. In the first instance, please inform your fee earner who shall endeavour to resolve any concerns you may have.

If you are still concerned and your matter remains unresolved then you may raise your concerns with Mr Vishal Mehta who is our complaint handler and he will investigate the matter further for you. We have a complaints procedure in place, a copy which is available to you upon request.

In the unlikely event that your concerns cannot be resolved by Mr Vishal Mehta then you have a right to complain to the Legal Ombudsman at the conclusion of your complaints process. You have six months to make a complaint to the Legal Ombudsman from the date you last had contact with our firm. To make a complaint to the Legal Ombudsman you can contact them via email on [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) or by telephone on 0300 555 0333 (or +44 121 245 3050 if calling from abroad) or post: PO Box 6806, Wolverhampton WV1 9WJ.

Please note that alternative complaints bodies such as Ombudsman Services (<https://www.ombudsman-services.org/>), ProMediate (<http://www.promediate.co.uk/>) etc. also exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme.

If for any reason you are still not satisfied with your bill then you also have a right to object to the bill. You may do this by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974. Please do however note that if all or part of the bill remains unpaid we are entitled to charge interest.

We sincerely hope that such a situation will not arise and trust that you will be satisfied with our service.

### **Rights of Third Parties**

A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

### **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.

### **Your Agreement**

These Terms of Business govern our relationship with you and replace any earlier terms of business published or provided to you. By returning the confirmation of instructions letter to us, you will be treated as accepting these terms of business. Please let us know if you require a paper copy of these terms and we will provide these to you.