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# LEX SOLICITORS & NOTARY

LAWYERS FOR ALL YOUR LEGAL NEEDS

**Terms of Business  
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## Client Care

### SOLICITORS WORK

#### 1. Contact details

A Solicitor will be handling the day-to-day matters that arise in connection with your matter and a partner of our firm, will be supervising.

#### 2. Business hours

Our normal office hours are between 9 am and 5 pm Monday to Friday. You can contact us outside these hours by email or by leaving a telephone message. The Notary also works on weekends in set hours

#### 3. Fees

##### 3.1 Scope of work

The work that we will undertake for you will include:  
those matters set out in our initial client care letter which will be sent at the opening of your file

##### 3.2 Estimate of costs

Based on the information you provide us, we will provide you with a fee quote at the outset where possible or details of our hourly rates where a fixed fee quote is not possible. Solicitor fees range from £100 to £250 per hour. We are not VAT registered so do not charge VAT on our fees.

We will inform you if any difficulties arise or if anything occurs which makes it necessary to revise the above estimate. We will update you on the cost of your matter monthly/three monthly/six monthly/at agreed events.

##### 3.3 Estimate of costs if matter does not proceed

Should the transaction fail to proceed to completion, then we will charge a proportion of the above fee as shown in the following table and any disbursements we have paid out on your behalf:

##### 3.4 Retainer required

Where we will be required to pay monies on your behalf. As security for the cost of the work we will undertake for you/disbursements we will pay on your behalf, we will request that you pay some funds on account which amount will depend on your particular matter. This payment will be credited against your final bill.

##### 3.5 Payment of Interest

The Solicitors Accounts Rules require us, in certain circumstances, to pay you interest on general client account funds which we have held for a period on your behalf, if the amount exceeds £20.00. Where these rules are applicable, we will pay you a sum calculated in accordance with them. This payment will be made to you without the deduction of tax so it is your responsibility to account to HMRC for tax (if any) due on this payment.

#### **4. Complaints**

Lex-Law Solicitors Limited is committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you receive, or about the bill, please contact Veninder Dhariwal via email at [vkhd@lex-law.co.uk](mailto:vkhd@lex-law.co.uk) or by post immediately so that we can do our best to resolve the problem for you. We have a procedure in place which details how we handle complaints, which will be provided to you if you decide to complain

##### *Legal Ombudsman*

If we are unable to resolve your complaint then you can have the complaint independently looked at by the Legal Ombudsman. The Legal Ombudsman investigates complaints about service issues with lawyers. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint. If you would like more information about this service, including the time limits for taking a case to them, please contact the Legal Ombudsman directly. You can find out more about their service by visiting [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk) or contacting them on 0300 555 0333. You can also contact the SRA where you believe we have breached SRA Principles.

##### *Complaints about bill*

You also have the right to challenge or complain about our bill and apply for an assessment of the bill under Part III of the *Solicitors Act 1974*. The Legal Ombudsman may not deal with a complaint about the bill if you have applied to the court for an assessment of the bill. We reserve our rights to charge interest at insert rate% on an unpaid bill.

#### **5. Regulatory status**

We are regulated and authorised by the Solicitors Regulation Authority in respect of Solicitor work and by the Faculty Office of the Archbishop of Canterbury in respect of Notary work. We are not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services 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 Services Authority website at <http://www.fsa.gov.uk/register>.

#### **6. Referral arrangement**

None

#### **7. Service levels**

We will update you in writing/by email/by telephone fortnightly/monthly/after agreed events with progress on your transaction. We will also update you on the likely timescales for each stage of this matter.

In acting for you in this matter, we will:

- Review your matter regularly;
- Advise you of any changes in the law relevant to your matter; and
- Advise you of any circumstances and risks of which we are aware of consider to be reasonably foreseeable that could affect the outcome of your matter.

You are responsible for:

- Providing us with clear, timely and accurate instructions;
- Providing us with all documentation required to complete the transaction in a timely matter; and
- Safeguard any documents that are likely to be required for disclosure.

## **8. Limitation of liability**

Lex Solicitors & Notary's liability is limited under a scheme provided by Travelers. Our liability to you for a breach of your instructions shall be limited to £ 3 million. 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.

## **9. Confidentiality and disclosure**

### **9.1 Outsourcing of work**

Sometimes we ask other companies or people to do typing/photocopying/other work on our files to ensure this is done promptly. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

### **9.2 Auditing and vetting of files**

External firms or organisations may conduct audit or quality checks on our practice from time to time. They may wish to audit/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/quality checked by them. 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 new business. If you do not wish your file to be used in this way, please let us know as soon as possible.

### **9.3 Cloud computing**

We use cloud storage for client files. Our cloud software provider is LEAP. LEAP's cloud infrastructure is provided and maintained by industry leading cloud-platform provider Amazon Web Services. Amazon Web Services demonstrates a commitment to information security at every level of the organisation and complies with internationally recognised standards, the EU Data Protection Directive, and regulations and the *Data Protection Act 2018*. If you object to your files/other details being stored in this way, please let us know.

## **10. Data protection**

We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- updating and enhancing client records;
- analysis to help us manage our practice;
- statutory returns;
- legal and regulatory compliance.

Our use of that information is subject to your instructions, the *Data Protection Act 2018*, the *General Data Protection Regulation* (GDPR) (Regulation (EU) 2016/679), 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. You have a right of access under data protection legislation to the personal data that we hold about you.

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

### **11. Storage of documents**

After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.

We will keep our file of your papers for up to insert years, except those papers that you ask to be returned to you. We keep files on the understanding that we can destroy them insert years after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody.

If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval.

However, we may charge you for:

- time spent producing stored papers that are requested, and
- reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

### **12. Terminating the retainer**

You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owed to us for fees and expenses.

We may decide to stop acting for you only with good reason. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we should stop acting for you, you will pay our charges up until that point. These are calculated on an hourly basis plus expenses/by proportion of the agreed fee as set out above.

### **13. Anti-money laundering and terrorist financing**

The Money Laundering Regulations require solicitors to obtain satisfactory evidence of the identity of their clients and, where there is a beneficial owner who is not the client, the beneficial owner. This is because solicitors who deal with money and property on behalf of their client can be targeted by criminals attempting to launder money.

To comply with the law, we need to obtain evidence of your identity as soon as possible. Our practice is to insert your standard practice. 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.

#### *Making a disclosure*

We are professionally and legally obliged to keep your affairs confidential. However, 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. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

### **14. Mortgage fraud**

We have a duty to fully reveal to your lender all relevant facts about the Guarantee. This includes:

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

### **15. Transfer of funds**

Our practice's policy is to only accept cash up to £50.

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.

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.

## **16. NOTARY WORK – Lex Solicitors & Notary Ltd - Mrs V Dhariwal**

### **1. Instructions**

Clients are asked to supply us with clear instructions, including all relevant background information, at the outset and as the matter continues.

### **2. Basis of Charging - Cost rate £225 per hour or on a fixed fee where quoted**

Fees are assessed mainly by reference to the time spent on the matter, on the basis of an hourly charging rate. Rates are reviewed from time to time. In accordance with Notarial practice guidelines, (which stipulate that fees should be fair and reasonable having regard to all the circumstances of the case), our fees may also include an additional element reflecting other factors including value, importance, speed, complexity, weekend and late appointments or special skills.

If instructions are terminated for any reason, a charge will be made for all work carried out to date. Separate charges are made for any disbursements or expenses incurred on behalf of clients; these may sometimes have a VAT element. Costs include preparatory and drafting work, correspondence and attendances.

There is usually a minimum fee per instruction of £50

### **3. Estimates**

Except in the most routine cases, it is difficult to estimate how many hours of work will be required to complete a matter, bearing in mind the variety of circumstances that may arise. However, guidance as to likely costs will be given, where possible, on request. Any estimates given will be based on the information available to the notary at the time and, although given in good faith, will not be binding. Variations in the instructions given, including requests for additional work or unexpected developments and/or inexperience, incompetence or lack of co-operation on the part of other parties or their advisers may increase costs.

### **4. Insurance cover**

Clients should ascertain whether they are covered by any relevant insurance in respect of either liability or legal expenses. If so, they should inform the notary and notify the insurers of the possible claim and of the notary's involvement as soon as possible. Insurance policies commonly provide that a delay in informing the insurers of a potential claim on the policy invalidates the insurance policy.

### **5. Funds on Account**

We reserve the right to ask for money to be paid on account of work to be done, disbursements to be made or expenses to be incurred. Such funds are held in our Client Account until such time as an invoice is submitted or a payment made on a client's behalf. Credits to the notary's client account should be made in sufficient time to allow for bank clearance before they are required.

### **6. Invoices**

Fees are normally due for settlement on completion of work and prior to release of completed documentation. Invoices are delivered where required for work carried out, expenses incurred and disbursements made during the conduct of a matter. Invoices must be settled within 30 days or, if requested, immediately if further work on the matter is required. Any queries concerning an invoice should be raised immediately upon receipt. In the event of payment not being made as requested, I reserve the right to decline to act any further on behalf of the client and/or to exercise a lien on any papers or documents of the client which are in my possession, until payment has been made. Interest is chargeable from the date of the invoice on invoices outstanding for more than 30 days at 4% per annum above Barclays Bank Base Rate from time to time in force. Where outstanding for more than 30 days from issue our invoices are

assigned by arrangement to solicitors litigation department and are collected by that department.

#### 7. Termination of retainer

The client may terminate instructions to me in writing at any time. In the event of payment not being made for an invoice or on account as requested, or in the event of the client's insolvency or if a conflict of interest becomes apparent or if the client fails to instruct me properly, I may decline to act any further on behalf of the client. I may exercise the lien that arises on any papers, documents, money or securities of the client which are in my possession until payment for any outstanding charges has been made. In contentious matters I may apply at any time to have its name removed from the court record.

#### 8. Liability for Payment

Where a client requests that an invoice is to be paid by a third party on behalf of a client and such third party does not pay the invoice within 30 days of issue of invoice the instructing client will immediately be liable to discharge that invoice.

#### 9. Quality of Service

It is my aim to provide a good service to clients. Any client who has cause for dissatisfaction or complaint should immediately notify Veninder Dhariwal by email.

#### 10. Data Protection

I comply with the Data Protection Act 1998. Clients' personal data may be used and disclosed by me to third parties in the course of providing services to the client, and marketing those and other services provided by me to the client (e.g. seminar invitations and newsletters) and for regulatory purposes. I am required to maintain personal data for regulatory and insurance purposes provided by me for a period of time after conclusion of provision of services to the client. If a client does not wish personal data to be used for marketing purposes as mentioned above, the client should notify me in writing. Some clients' files (and personal data therein) may occasionally be made available on a confidential basis to an external quality assessor or auditor. I will be entitled to carry out such credit or other searches in respect of clients as I consider appropriate. My full Privacy Policy as per the General Data Protection Regulations (GDPR) is set out on the website [www.sloughnotary.co.uk](http://www.sloughnotary.co.uk)

#### 11. E-mail

It is my policy to use e-mail wherever possible. Where a client has provided me with an e-mail address, e.g., by sending me an e-mail, I will assume that I may use that address for the sending of unencrypted sensitive or confidential correspondence or documents to the client. I may also, during the course of a matter, send unencrypted sensitive or confidential information to other persons involved, unless specifically requested by them or the client not to do so. All e-mails sent by me and attachments thereto should be scanned for viruses by the recipient.

#### 12. Money laundering compliance

I operate a money laundering reporting procedure as required by law whereby, in the event of any suspicion as to money laundering, information will be revealed to the appropriate authorities. All payments to my client account must be made via a UK clearing bank. Cash payments will not be accepted. Clients will be required to provide satisfactory proof of identity and full details of the source and proposed destination of funds. Pending this, funds may be frozen and I will not accept any responsibility for loss or delay caused by the failure of clients to provide such information promptly.

#### 13. Professional indemnity, limitations on liability

13.1 No liability for loss (including, but not limited to, damages, costs and interest) to clients or other parties, whether in contract, tort (including negligence) or otherwise will be accepted by me in relation to any matter in the absence of specific written agreement to the contrary referring to this term and signed by me in excess of the lower of:

13.1.1 The sum of £1,000,000 13.1.2 The amount of my professional indemnity insurance cover from time to time. The present cover is for not less than £1,000,000. Specific cover for higher limits may be obtainable in certain circumstances at the expense of the client.

13.2 The amount of any liability is to be reduced so far as may be appropriate to take account of the degree of responsibility of any other professional or other advisers whom the client has consulted in relation to the matter as if I had successfully claimed contribution from them under the Civil Liability (Contribution) Act 1978 taking no regard for any limitation agreed between the client and such advisor, and they had the resources to meet the same, provided that I shall not be obliged to make or pursue any such claim for contribution.

13.3 No liability whatsoever will be accepted by me in relation to any loss, damage or liability whatsoever caused directly or indirectly to any party other than the client for whom I have agreed to act in connection with the relevant matter. No third party shall have any right to enforce any contract by me to provide advice or services or to rely upon any advice given or opinion expressed by or on behalf of me. The application of any legislation conferring on third parties contractual or other rights, including the Contract (Rights of Third Parties Act 1999) shall be excluded insofar as permitted by law.

13.4 In any event, no liability whatsoever will be accepted by me where such liability either arises from any instructions or information given by the client or by any third party being incomplete, inaccurate or incorrect; or where such liability is for any indirect, economic or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever or howsoever caused which arise out of or in connection with the services provided by me or for loss of profit, loss of business, loss of data, depletion of goodwill or loss occurring in the normal course of business or otherwise.

13.5 All searches of the Register of Companies carried out by me are effected using the Registrar of Companies' on line service. To the extent that the Registrar or other provider does not accept responsibility for any inaccuracies or omissions arising from use of the on line service, I accept no responsibility or liability arising from reliance upon the results of such searches, if they should subsequently be found to be inaccurate or incomplete. These limitations will apply notwithstanding any express or implied term of business or any collateral agreement or warranty, whether express or implied.

#### 14. Force majeure

I will not be liable for any loss or damage arising as a direct or indirect result of the supply of services being prevented, hindered, delayed or rendered uneconomic by reason of circumstances beyond my control, including but not limited to Act of God, war, riot, strike, lock out, trade dispute or labour disturbance, accident, breakdown of machinery, fire, flood, storm or difficulty or increased expense in obtaining information or services of any description.

#### 15. Jurisdiction

English law shall be the applicable law and the English courts shall have sole jurisdiction in the case of any dispute. If any provision of these terms is held by any court or other competent authority to be void or unenforceable in whole or part, these terms shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

16. Confidentiality - I attach great importance to dealing with clients' affairs in strict confidence. However, some files may occasionally be made available on a confidential basis to an external Quality Assessor in connection with quality control. I can arrange to withhold any particular file from random selection for such inspection, upon request. The professional body regulating Notarial practice also has rights of inspection to ensure good practice and conduct.

#### 17. Foreign Law

I do not advise on foreign law but act in an evidential, authentication capacity.

**Lex Solicitors & Notary is regulated by the SRA, SRA number 656153 for Solicitors work.**

Lex Solicitors & Notary Limited

**V Dhariwal is regulated by the Faculty Office of the Archbishop of Canterbury in respect of Notary work**

**Lex Solicitors & Notary is the trading name of Lex Solicitors & Notary Limited  
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