

Lex Solicitors & Notary

LAWYERS FOR ALL YOUR LEGAL NEEDS

Terms of Business Contents

U	lient	: Ca	<u>re</u>
	<u>1.</u>	Coı	ntact details
	<u>2.</u>	Bus	siness hours
	<u>3.</u>	Fee	<u>88</u>
	3	<u>.1</u>	Scope of work
	<u>3</u>	.2	Estimate of costs
	<u>3</u>	.3	Estimate of costs if matter does not proceed.
	<u>3</u>	<u>.4</u>	Retainer required.
	3	<u>.5</u>	Payment of Interest
	<u>4.</u>	Coı	mplaints
	<u>5.</u>	Reg	gulatory status
6. Referral arrangement			ferral arrangement
	<u>7.</u>	Ser	vice levels
	<u>8.</u>	Lin	nitation of liability
	<u>9.</u>	Coı	nfidentiality and disclosure
	9	<u>.1</u>	Outsourcing of work
	9	.2	Auditing and vetting of files
	9	.3	Cloud computing.
	<u>10.</u>	Ι	Data protection
	<u>11.</u>	<u>S</u>	Storage of documents
	<u>12.</u>	<u>T</u>	<u>Ferminating the retainer</u>
	<u>13.</u>	<u> </u>	Anti-money laundering and terrorist financing
	<u>14.</u>	<u>N</u>	Mortgage fraud
	15	Т	Fransfer of funds

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 5pm Monday to Friday. You can contact us outside these hours by email or by leaving a telephone message.

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 and Legal Assistant fees range from £150 to £300 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

We want to give you the best possible service. However, if at any point you become unhappy or concerned about the service we have provided, including our charges, then you should inform us immediately, so that we can do our best to resolve the problem.

In the first instance it may be helpful to contact the person who is working on your case to discuss your concerns and we will do our best to resolve any issues at this stage. If you would like to make a formal complaint, then you can read our full complaints procedure here which is set out below. Making a complaint will not affect how we handle your case and you will not be charged for time spent handling your complaint.

What to do if we cannot resolve your complaint

The Legal Ombudsman may be able to help you if we are unable to resolve your complaint ourselves. They will look at complaints independently and accessing the Ombudsman will not affect how we handle your case. Most 'consumer' clients (as oppose to large businesses) will be able to make use of the Ombudsman scheme however there are restrictions for some larger clients. Before accepting a complaint for investigation, the Legal Ombudsman will normally check that you have tried to resolve your complaint with us first. The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of our final written response to you.

If you would like more information about the Legal Ombudsman, please contact them:

Visit: www.legalombudsman.org.uk Call: 0300 555 0333 between 9am to 5pm. Email: enquiries@legalombudsman.org.uk

Legal Ombudsman PO Box 6167, Slough, SL1 0EH

Please note that the Ombudsman are there to deal with concerns about the level of service received. Where there are more serious concerns that a solicitor or solicitor's firm have been involved in professional misconduct then reports can also be made to the Solicitors Regulation Authority, the regulator of solicitors and solicitor firms. This could be for quite unusual and serious acts of misconduct such as dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. Obviously we do not anticipate any such problems arising and would ask that you notify the matter supervisor straight away if you have any such concerns. You can find out more about the Solicitors Regulation Authority including their contact details and professional conduct rules on their website: https://www.sra.org.uk/consumers/problems/report-solicitor/

See also our 'Client Feedback and Complaints Policy' on our website: https://sloughsolicitors.co.uk/wp-content/uploads/2025/01/Making-a-Complaint-and-Complaints-Policy-January-2025.pdf

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

6. Referral arrangements

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

We do not outsource any work. But if that ever becomes necessary for example for typing/photocopying/other work on our files to ensure this is done promptly, we will seek your consent first. 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 Google and/or Dropbox. Google and Dropbox's cloud infrastructure are industry leading cloud-platform providers. They demonstrate 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 6 years (depending on the matter type), except those papers that you ask to be returned to you. We keep files on the understanding that we can destroy them 6 years after the date of the final bill, depending on the matter type. 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.

We may also carry out electronic AML checks and will advise you if this is necessary.

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 £100.

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.