

## What We will do for You

- Put your interests first when representing you
- Find out your objectives and try to ensure that your expectations are realistic
- Agree with you the work that we will do
- Explain things clearly in language that you can understand
- Keep you regularly informed of progress and send you copies of key documents
- Keep your business confidential and refuse to act for others if that could compromise your confidentiality
- Be polite and considerate in our dealings with you
- Explain all costs issues and financial risks to you and provide regular updates
- Deal with your enquiries as promptly as possible
- Advise you on any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter
- Advise you of any relevant changes in the law
- Treat you fairly, and not discriminate against you because of your race, religion, age, sex, sexual orientation or disability

## What We ask You to do

- Provide us with clear, timely and accurate instructions
- Provide all documents required to complete a transaction
- Safeguard any documents likely to be required
- Pay our fees promptly

## Our Service

Thank you for choosing hc solicitors. It is important to us that you understand and agree with how we will work for you. This leaflet describes the standard of service that you can expect from us and the terms of our work. Please keep it for future reference – these

terms apply unless we vary them in writing or they are varied by changes in the law or the regulation of solicitors. Your continuing instructions will amount to your acceptance of our terms and conditions of business.

## Our Standards

We are known for providing a high standard of service. We value you as a client and we want you to be pleased with our work. We welcome feedback from you on our standards of work and you will be given a questionnaire on close of your matter to encourage you to let us know what you thought.

## Your money

We will process all money (including cheques payable to you as payee) received from or on behalf of you through our Client Account. This helps us to deal quickly with queries and helps to avoid cheques falling into the wrong hands.

We are unable to accept cash payments over £1,000 save in exceptional circumstances. We can only transfer money which has cleared the banking system. In the normal course of events, cheques are cleared 7 working days after banking. Special clearance of cheques normally takes 3 working days. Telegraphic transfers between banks are treated as cleared on the day of receipt and can be arranged at a small charge. Therefore if you need to send monies to us at short notice, telegraphic transfer is the only way to ensure that monies are cleared. A transfer made by internet banking is not a telegraphic transfer.

Please be aware that we are unable to complete transactions on your behalf until monies have cleared the banking system. Failure to complete a transaction on time is likely to lead to you incurring financial penalties, including potential liability for interest. In addition you may lose your deposit on a property purchase and could be sued for breach of contract.

We may deduct any invoiced sums (whether overdue or not) from any monies received in your Client Account. We shall account to you for any interest on your money in accordance with the Solicitors' Accounts Rules, unless we have another written arrangement with you. We are not required to account for interest of less than £20.

At the conclusion of your matter, any monies due to you will be paid by cheque (or equivalent) but not in cash, and will not usually be made payable to a third party.

## A banking failure

It is unlikely that the firm would be held liable for losses resulting from a banking failure. Any moneys held on your behalf by this firm are held by Banks whose head offices are in England and Wales and who operate within the Financial Services Compensation Scheme ("FSCS") If a bank or institution holding client money collapses, then an individual or small company may under current regulations recover up to £85,000 from the FSCS. Larger corporate organisations are not eligible for this compensation scheme. Please note that some institutions have several brands and trading names and therefore the £85,000 limit applies to all moneys held by one individual with that institution. In the event of a banking collapse affecting moneys we are holding on your behalf, you consent to this firm providing your details to the FSCS. You should in any event check with the institution, the FSA or a financial advisor for more information should such a situation arise.

## Your lawyer

Your lawyer will tell you their qualifications and expertise, and will carry out most of the work for you, with some assistance from others. We will only change your lawyer if it is unavoidable and we will tell you promptly of any change.

## Investments and Insurance

We are not authorised by the Financial Services Authority (FSA). However, we are included on the register maintained by the Financial Services Authority so that we can carry on insurance mediation activity, which is advising on, selling and administering 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 FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register).

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 is separate from the Law Society's representative functions. The Solicitors Regulation Authority (SRA) is the independent regulatory body of the Law Society and the Legal Complaints Service is their independent complaints handling body. Sometimes, our work involves investments. We are not authorised by the Financial Services Authority and so may refer you to someone who is authorised to provide advice. However, we can provide some limited services in relation to investments, if they are closely linked with the legal services we are providing to you, as we are regulated by the SRA. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either the SRA or the Legal Ombudsman

## Guarding against fraud and financial crime

Solicitors are now required to comply with detailed anti-money laundering laws and face serious penalties if they fail to do so. This is because solicitors dealing with money and property on behalf of their clients can be used by criminals wanting to launder money. Therefore, in most situations, we need to obtain satisfactory evidence of the identity of our clients and sometimes people related to them before we begin working for you. Our practice is, therefore, to ask you to consent to us undertaking a Customer Due Diligence search. We perform this search online through a company called 192.com who are approved by the Law Society to do this work.

This search will validate your name, address and other personal information which you supply to us. In performing these checks, your personal information may be disclosed to a registered Credit Prevention or Fraud Prevention Agency who may keep a record of that information. However, this search is only done to confirm your identity - a credit check is not performed and your credit rating will not be affected. You can provide your consent verbally or by signing your agreement to our terms and conditions.

When you instruct us on behalf of a company, we will also undertake an online search to provide us with information to verify the company's identity. We are then required to validate the identity of Directors and major shareholders before we can start working for you. We may need to ask for further information about shareholders in certain circumstances.

We charge £5 + VAT for each individual search and £25 + VAT for company searches, to include checks on Directors and shareholders as appropriate. These charges will appear on your first invoice as 'identity check charge'. We are required to store this information for 5 years after we conclude your matter. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act.

Please note that in some situations we are unable to transfer money to, or receive money from, anyone unable to satisfy us of their identity. If you ask us to receive money from or send money to a third party on your behalf, then we will need to have their written consent to allow us to verify their identity too.

## Fees and Expenses

We believe our fees should be easy to understand, and we will give you at the outset our best estimate of likely fees. We will check whether your legal costs may be payable by anyone else, such as an insurer. We aim to update you regularly about estimated costs. To

help you keep track of costs and expenses, we may issue interim accounts for costs already incurred and may ask you for payments on account of future costs.

All interim bills will be credited against the final account at the end of the matter.

Our fees are usually calculated on the time spent working on the matter. Your lawyer will advise you of their hourly rate. Other people working on the matter may have different hourly rates. We may charge for a non-lawyer's time when it is spent in work which a lawyer would otherwise do. We may charge a higher rate if your work has some particular complexity or urgency, or requires us to work outside normal working hours. We may also charge a lower hourly rate, at our discretion.

Our rates may be reviewed twice each year. We will notify you in writing of any change in our rates. Any fees are exclusive of VAT, where applicable, at the standard rate.

We charge for our work in units of 6 minutes, including: time spent dealing with your matter, meetings, making or receiving telephone calls (including leaving or receiving messages), working on documents, letters, emails, travelling, waiting and representation. We also may charge for time spent complying with professional and statutory requirements in our work for you. We only charge for necessary travel by the most appropriate means. Travel and waiting time is charged at two thirds of our advised hourly rate. In addition, we will charge disbursements and out-of-pocket expenses incurred or to be incurred on your behalf during the conduct of your matter.

If you wish to set an upper limit on the costs the firm may incur on your matter, please confirm this to us in writing. We will then contact you when this limit is being approached to discuss the issue of costs further. You agree that we may keep interest on any costs recovered on your behalf from any other person. We will pay to you any interest on any other monies subject to Solicitors'Accounts Rules.

If appropriate, your lawyer may suggest that we calculate our costs other than on a time-charge basis, for example, using a fixed fee or conditional fee agreements. If so, then we will advise you in writing. If you are unsuccessful in a dispute, you may be liable for at least some of your opponent's costs, in addition to our costs. Even if you are successful you will not usually be able to recover all your costs from your opponent because of the way in which the courts assess costs, and you may remain liable to pay all of our costs. If an opponent is publicly funded, or your matter is being dealt with by the employment tribunals or under a small claims procedure, you may not be able to recover any costs, even if you are successful.

## Billing arrangements

Our bills are normally payable in full upon receipt within 30 days of the billing date. Payment by credit card will incur a 1.99% surcharge. No charge will be made for payment by debit cards. We may charge interest on overdue bills at the County Court judgement debt rate (presently 8% per year) until payment or at the rate under the Late Payment of Commercial Debts (Interest) Act 1998 if not paid according to our agreed credit terms.

If any bill remains unpaid for 30 days, we may stop acting for you in current matters and decline future instructions from you. We also may require immediate payment for any outstanding work and withdraw instructions from anyone we have instructed on your behalf. If a bill remains unpaid whilst we represent you in court proceedings, we may remove ourselves from the record as acting for you and then you will be responsible for the future conduct of your own case.

In any situation where our bills remain unpaid for over 30 days, we may undertake a credit check against you. In signing the attached "Agreement with You" you are providing your consent for such a check to be done in those circumstances. Please note that this credit check will leave a mark on your credit history and may affect your credit rating.

## Complaints

hc solicitors LLP is committed to high quality legal advice and client care. If you are unhappy with any aspect of the service you have received or about your bill, we would ask you initially to discuss this with your lawyer. If your concern relates solely to your bill, please discuss this with our Finance Manager, Anne Stanton. She can be contacted on 01733 882800 or by email at [anne.stanton@hcsolicitors.co.uk](mailto:anne.stanton@hcsolicitors.co.uk).

If your concerns cannot be resolved, or, if you prefer, please contact our Managing Director, Lynne Ayres, who is responsible for our complaints policy. Contact details are set out at the end of this document. In accordance with our internal complaints procedure, we will look into your concern promptly, fairly and effectively and will try to resolve the problem quickly. Please ask for a copy of this procedure if you would like further details.

If you are not satisfied with our handling of your complaint or about the firm's bill, you can ask the Legal Ombudsman to consider it further. Any complaint to the Legal Ombudsman must usually be made within six months of the date of our final decision, but for further information you should contact the Legal Ombudsman (PO Box 15870, Birmingham, B30 9EB, telephone: 0300 555 0333, email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) refer to [legalombudsman.org.uk](http://legalombudsman.org.uk)) In relation to your bill, you may also apply to the court for assessment of the bill under Part III of the Solicitors Act 1974.

## Ending our relationship

You may end your instructions to us in writing at any time. We may stop working for you where we have a good reason (such as you asking us to work in an unreasonable or improper way, misleading us, failing to give us instructions or where there are no satisfactory arrangements for payment of our fees and expenses) and give you reasonable notice (in writing if practicable).

If you insist that we discriminate against experts or barristers on the basis of sex, race, religion, disability, sexual orientation or age then we will be obliged to cease acting for you. We hope that this will never happen.

You will remain responsible for any fees and expenses incurred to the date of termination of our relationship plus any fees and expenses for work necessary in connection with the transfer of the material to another adviser of your choice and/or removing ourselves from the court record, as applicable. We may keep any documents until outstanding invoices are paid in full.

## Consumer protection (Distance Selling) Regulations 2000

These Regulations may apply to you if you are not instructing us in the course of a business and we have not discussed your new matter at a face-to-face meeting. If these regulations apply, then:

- If you wish to cancel your instructions to us, you have up to 7 working days from the day after you receive our initial engagement letter, to cancel your instructions, by sending a letter, fax or email, to us at our address shown in this Agreement. We will then close our file and refund any money due to you.
- If you wish to proceed, we would like you to sign and return the form accompanying our engagement letter, which helps us to understand that you agree to the way in which we will work for you. By signing the form, you agree that we will continue to work for you until your matter is completed or ended earlier.

We will then start work. We may not carry out any work for you until we receive this form or 7 working days have elapsed. Under these regulations, you may not cancel your instructions once, with your permission, we have started work on your behalf. This does not affect your other rights to withdraw instructions from us.

## Safeguarding your file

Once we have finished working for you, we will destroy confidentially any duplicated papers, and usually store the remainder of your papers for at least 6 years, before that is also destroyed confidentially (unless you tell us not to). Some information may be stored in an electronic format and may be stored for longer periods, for technical

reasons. We will advise you of the minimum storage period. We will not, of course, destroy anything which you ask us to deposit in safe custody. Subject to any restrictions imposed by law, we do not accept liability for the loss of, or damage to, items held in our custody or any further liability which might arise as a consequence of an item being lost or damaged.

We may charge for time spent dealing with the retrieval of papers for storage, and any copying and postage, unless the papers are needed for new or continuing matters. If for any reason at any time (whether during this retainer or after it has been terminated) we are required to disclose documentation or give information relating to your matter or your affairs to comply with a court order or similar demand served by any person who has the authority to compel disclosure by law, then we shall comply with such requirement, unless legal professional privilege applies and you instruct us then to try to preserve that confidentiality. You will be liable for our fees for dealing with these demands for disclosure at our prevailing hourly rates.

## Protecting your information

We will comply with our professional obligations to keep your business confidential. If we are working on a matter in conjunction with other professionals advising you, including experts, barristers, mortgage lenders, estate agents etc we will assume, unless you notify us otherwise, that we may disclose any such information to and discuss it with such other advisers as appropriate.

We will only take instructions from you or someone you authorise in writing. We are a "data controller" under the Data Protection Act 1998 and deal with all personal data in accordance with this Act. We, and any companies processing data on our behalf, will only hold and use information about you, your employees and representatives to allow us to work with you or to keep you and your contacts informed of our activities including services we believe will be of interest and value.

You are responsible for ensuring the accuracy of all personal data you supply to us, and we will not be held liable for any errors unless you have advised us previously of any changes in your personal data. We can only give you our best advice and service if the information you give us is accurate.

We may sometimes disclose some of your information on a confidential basis to organisations with whom we are co-ordinating joint marketing activities. If you do not wish us to disclose any of your information to anyone or to receive such information or if you require access to personal information we hold about you, then please write to our Data Protection officer at our Peterborough address.

There may be circumstances where we are under a legal duty to disclose some information to the Serious Organised Crime Agency about certain activities and, if so, we may not be able to inform you.

We agree with you not to issue any publicity material or information to the media about our relationship and the work we are doing without your consent, and you agree likewise.

Sometimes we ask other trusted companies or people to perform typing, photocopying or other support work on our files to ensure that this is done promptly. We will always obtain a confidentiality agreement with these outsourced providers to ensure that they keep confidential any information sent to them. Some of them may be outside the European Economic Area. If you do not want your file to be outsourced, please tell us as soon as possible.

## Using work we do for You

Our work is designed for your benefit in your matter. Each matter is different. We are proud of the work we do to achieve and maintain our standards. The advice and information we give to you may not be used by others without our written prior consent. If we consent, we may charge an agreed fee to the recipient of that consent. If you disclose any of our advice or reports to another person, you agree to make it clear to them that we accept no responsibility to them.

You may not confer any benefits under our agreement with you on anyone other than you without our written consent. For the purpose

of section 1(2) of the Contracts (Rights of Third Parties) Act 1999, no term of our agreement with you is enforceable by another person. We retain all copyright and other intellectual property rights in our material we provide to you unless we have specifically agreed otherwise. You may copy any document we produce for you, but you must not modify, reuse or adapt our documents without our written agreement. We reserve all our legal rights to be identified as the creator and copyright owner of any document we produce. To improve our internal standards, we reserve the right to retain and reuse all or part of any document we produce or receive in connection with your matters for other clients or generally in our business, but we will not disclose any information confidential to you.

### Limited Liability Partnership

We are a Limited Liability Partnership (LLP). When dealing with us, you will be dealing with your lawyer and, from time to time, other individuals who are members or employees of the LLP. You agree that all of the services which we provide to you, or have undertaken to provide or which we owe a duty to provide to you, whether arising out of this relationship or otherwise, are provided by the LLP in its capacity as a Limited Liability Partnership and not by your lawyer or by any other member or employee of, or person associated with the LLP or any other individual.

You agree that any claim that you might have in connection with the services we provide or ought to have provided to you, whether arising out of our relationship or otherwise, and whether such a claim is in contract, tort, breach of fiduciary duty or trust, or on any other basis, may only be brought against the LLP and not against your lawyer or any other member or employee of or person associated with the LLP or any other individual.

Accordingly, you accept and agree that neither your lawyer nor any other member or employee of or person associated with the LLP, nor any other individual has accepted, or will accept, any duty of care towards you in his/her individual capacity, and that, at all times, the lawyer and any other relevant member or employee of or person associated with the LLP is to be treated as acting for and on behalf of us and in no other capacity.

### Equality and Diversity

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

### Working with other professionals

When we engage or recommend other professionals on your behalf (such as other lawyers, financial advisors, accountants, etc), whether in the UK or abroad, we do so based only on our experience of them and cannot be held responsible for any act or omission in the work they do for you, unless we agree otherwise in writing.

### Our liability to You

Unless we specifically agree otherwise in writing, we do not accept liability to any person or body above £10 million except where a rule of law overrides this term. If this is not acceptable to you, you should expressly raise the matter with us without delay.

### Quality standards

We are recognised for the professional standards of our work and we are accredited by LEXCEL, the Law Society's quality standards body, and by Investors in People. Occasionally, some of our client files may be audited strictly confidentially by external examiners to ensure we meet our quality management systems. Some information may be disclosed to our professional indemnity insurers and our financial auditors. Unless you tell us otherwise we shall assume you have no objection. You may object at any time, and refusing consent will not affect our work for you. We will not submit files for external audit where there is particularly sensitive material. If you ask us to introduce other professional consultants to you, any advice given by them will be their responsibility directly to you and not ours.

### Contacting us

You are welcome to contact us in person, by letter, email, fax and telephone. Our normal office hours are 9.00am to 5.30pm, Monday to Friday. We will communicate with you in the most effective way, as agreed between us.

If we agree to use email, we will take precautions to ensure it is virus-free, although this cannot be guaranteed. We may not allow certain types of documents into our environment, although we would seek to resolve any difficulties which might arise. Under the Telecommunications (Lawful Business Practices) (Interception of Communications) Regulations 2000 we reserve the right to monitor email correspondence between you and any mail recipient at our firm.

### Applicable Law

The engagement of this firm shall be governed by and interpreted in accordance with English law and both you and we submit to the exclusive jurisdiction of the English courts to resolve any dispute.

Peterborough Solicitors LLP is a Limited Liability Partnership registered in England with Registration No: OC320243 and its registered office is at 35 Thorpe Road, Peterborough, PE3 6AG. A list of directors is available for inspection at all the firm's offices.

The firm is regulated by the Solicitors Regulation Authority and is subject to the Solicitors' Code of Conduct 2007 which can be viewed in English at [www.sra.gov.uk/solicitors/code-of-conduct](http://www.sra.gov.uk/solicitors/code-of-conduct) or by following the link from our website.

Peterborough  
Tel: +44 (0) 1733 882800  
Fax: +44 (0) 1733 552748  
DX 12302 Peterborough 1  
35 Thorpe Road, Peterborough, PE3 6AG

Managing Director, Lynne Ayres  
Email [lynne.ayres@hcsolicitors.co.uk](mailto:lynne.ayres@hcsolicitors.co.uk)

VAT Registration Number  
120 0131 60

Our Indemnity Insurer  
Inter Hannover  
10 Fenchurch Street  
London EC3M 3BE  
Territorial coverage  
Worldwide

Oundle  
Tel: +44 (0) 1832 273506  
Fax: +44 (0) 1832 273404  
DX 716082 Oundle  
4 New Street, Oundle, PE8 4ED

Huntingdon  
Tel: +44 (0) 1480 411224  
Fax: +44 (0) 1733 552748  
DX 80906 Huntingdon  
68 a High Street, Huntingdon, PE8 6JB

[www.hcsolicitors.co.uk](http://www.hcsolicitors.co.uk)