



Thank you for your instructions to act in this matter. Although your continuing instructions in this matter will amount to an acceptance of our terms of business, it may not be possible for us to start work until we receive a signed copy of the client care information document. If you would like us to explain anything, please ask.

## Section A – Legal work

### 1. Working together

We aim to offer our clients quality legal services at a fair cost. We are committed to encouraging equality and diversity among clients, third parties, and employees.

We will:

- (a) communicate in plain language;
- (b) explain the legal work required as the matter progresses;
- (c) provide regular updates on the cost and progress of the matter;
- (d) provide updates on whether the likely outcomes still justify the potential costs and risks associated with the matter whenever there is a material change in circumstances;
- (e) advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of the matter;
- (f) notify you if any changes in the law while we are acting for you may affect the progress or likely outcome of the matter;
- (g) continue to review whether alternative methods of funding are available;
- (h) respond to your queries promptly;
- (i) follow our legal obligations under the Data Protection Act 2018.

We ask that you please:

- (j) provide us with clear, timely, and accurate instructions;
- (k) keep us updated with information relevant to the matter;
- (l) promptly provide the required relevant documents;
- (m) attend all scheduled appointments on time;
- (n) let us know of any change in your contact details;
- (o) respond to our queries and requests promptly;
- (p) pay our costs promptly.

We will send you legal documents and papers to read and perhaps sign. These may be complex and contain obligations. Please ask if anything is unclear.

#### (q) Undertakings

As solicitors, we are obliged to fulfil any undertaking we may give in the course of our work for you. Where you instruct us to give an undertaking and we act on your instructions, you agree that:

- (i) you will not withdraw or change your instructions to us in relation to the undertaking; and
- (ii) you will do everything you can to ensure that we are able to fulfil the undertaking.

### 2. Tax advice

Any work we do for you may have tax implications or require you to consider tax planning strategies. We may not be qualified to advise you on the specific tax implications of a matter you have instructed us to deal with or the likelihood of them arising. Therefore, you should seek your own tax advice. If you have any questions in this respect, please raise them with us immediately. If we can undertake the research necessary to answer your question, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you. We may charge you the fees incurred if we instruct specialist tax counsel on your behalf or refer the issue to tax advisers.

### 3. Communication

We will communicate with you by email, telephone, and letter. If you have a preferred method of communication, please let us know.

All emails received will undergo a virus check. Unless you withdraw consent, we will communicate with others when appropriate, but we cannot be responsible for the security of correspondence and documents sent by email or fax.

We do not accept the service of documents by email.

We will monitor and retain records of our calls, letters, emails, text messages, social media messages, and other communications relating to your dealings with us. We will do this for regulatory compliance, self-regulatory practices, crime prevention and detection, to protect the security of our communications systems and procedures, for quality control and staff training, and in preparation for circumstances where a record of what has been said becomes necessary.

### 4. Confidentiality and disclosure

We observe a general duty of confidentiality. Subject to data protection legislation and our duty of confidentiality we may share your personal data with:

- (a) third parties and others who help us provide our products and services;
- (b) companies and others providing services to us;
- (c) our legal and other professional advisors, including our auditors in the conduct of audits or quality checks on our practice;
- (d) fraud prevention agencies, reference agencies, and debt collection agencies;
- (e) government bodies and agencies in the UK and overseas;
- (f) courts to comply with legal requirements and for the administration of justice;
- (g) other parties connected with your matters;

(h) anyone else with your consent or as required by law.

It may be necessary for us to disclose information about you in circumstances other than the normal conduct of your matter, including:

- (a) in an emergency or to otherwise protect your vital interests;
- (b) to protect the security or integrity of our business operations.

External firms or organisations will maintain confidentiality about files.

We use cloud storage for client files. Our cloud software provider is LEAP. LEAP's cloud infrastructure is provided and maintained by 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, the General Data Protection Regulation, and the Data Protection Act 2018.

## 5. Joint instructions

When we act for several parties, such as spouses, family members, or business partners, we will assume that each person can give instructions on behalf of everyone else. However, we must carry out identity checks on each client before we begin work.

In the case of companies, we will accept instructions from an individual company director unless otherwise instructed in writing.

Unless otherwise agreed, each party instructing us is jointly and severally liable for the costs and disbursements.

Joint owners will receive the net proceeds of a sale equally unless you instruct us otherwise. Unless notified, we shall assume that only you are interested in those proceeds, and there are no trusts or similar in favour of third parties.

## 6. Limited companies

When accepting instructions to act on behalf of a limited company, we may require a director or controlling shareholder to sign a personal guarantee for our legal costs and disbursements.

## 7. Conflicts of interest

We will not normally act for two or more clients in the same matter where an actual or potential conflict of interest exists between those clients. We may act for two or more clients in the same matter if a substantially common interest exists, we have explained the relevant issues and risks to each client, and they have subsequently given informed consent to us acting for all of them. We will only act in these circumstances where we are satisfied it is reasonable for us to do so, is in the best interests of all clients, and that the benefit outweighs the risks.

In any such case, no individual within the firm will act for or be responsible for supervising work done for more than one of the clients. Appropriate safeguards will be in place to ensure each

client's confidential information is protected. If we subsequently cease acting for one of the clients, they will be required to pay the costs and disbursements incurred on their behalf up to that point.

## 8. Referral arrangements

We may pay a referral fee for work to be referred to us. If so, we will inform you in writing and tell you what fee we have paid.

The advice we give you will be independent and we will treat you the same as any other client.

You are free to raise questions on all aspects of the transaction. Any information you disclose will be treated as confidential and will not be disclosed to the referrer or any other third party without your consent. We will not act for the referrer in connection with the same transaction in any way and you are under no obligation to instruct us in connection with the transaction.

## 9. Property transactions

Law firms do not usually carry out a physical inspection of the property; surveyors do this. Please make a specific request if you wish us to do this. We will not advise on the valuation of the property, the suitability of your mortgage, or any other financial arrangements. We will explain your obligations under the mortgage.

The local authority search only relates to the land being bought or mortgaged and will not cover neighbouring properties or any wider area unless specifically requested.

Unless specifically requested, we will not advise on the planning implications of a proposed purchase beyond reporting on any relevant information provided by the usual search results.

We will not advise on environmental liabilities. Unless you tell us otherwise, we will assume that you are arranging any appropriate environmental investigation. It may be necessary for us to obtain an environmental search on your behalf or on behalf of your lender. In such circumstances, we will not advise you about issues relating to the possible contamination of any land unless specifically requested by you to do so.

Please let us know if you believe the property might be located within the Church of England parish of a medieval church. We can arrange to obtain a chancel repair liability search.

We are not qualified to advise on non-legal results of any search and will only provide the actual results of such a search.

We must be vigilant in protecting our lender clients against mortgage fraud. All funds must be paid through our bank account and cannot be directly transferred to the seller. We are also obliged to report to your lender any allowances or incentives the seller gives.

All obligations under the Law Society Conveyancing Protocol are subject to overriding client confidentiality obligations and our obligation to act in your best interest.

## 10. Acting for lenders

Where we also act for a lender in the transaction, we must disclose to the lender all relevant facts relating to you, the purchase, and the loan. This includes disclosing any discrepancies between the loan application and information provided to us during the transaction. We must also disclose any cashback payments or discount schemes that a seller provides to you. If a conflict of interest arises, we must cease to act for your lender in this matter, and in some instances, we must also cease to act for you.

## 11. Terminating the retainer

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

We will only cease acting for you with good reason and after giving you reasonable notice. Possible reasons for terminating the retainer may include:

- (a) failure to respond twice to requests for instructions;
- (b) failure to respond to a request for information required by the Proceeds of Crime Act 2002;
- (c) failure to comply with a request for payment on account of costs and disbursements;
- (d) failure to pay an interim account;
- (e) a conflict of interest arising.

We also reserve the right to stop acting in the event of rude or abusive conduct directed against any staff member.

If we stop acting for you, you must pay our charges up until that point. These will be a proportion of the agreed fee.

## 12. 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 costs and disbursements.

The retention of files varies according to the type of matter completed. Generally we will keep records for the Law Society minimum of 6.5 years. At the end of the retention period, the file is destroyed. If you require your files to be retained longer, please let us know. For Notary Public work however the Act (document being notarised) is never destroyed.

Time limits imposed by documents such as rent review dates and dates for service of a break notice under a lease are your responsibility. The firm does not take responsibility for dates occurring after a transaction is concluded. In certain circumstances, and only by express agreement with you, the firm will diarise dates.

We are not responsible for advising you of any future changes in the law that may impact you.

We will not usually charge for retrieval if we take papers out of storage due to continuing or new instructions to act for you. However, we may charge for time spent producing stored documents and work done to comply with your instructions.

We will not destroy documents deposited into safe custody.

## Section B – Money

### 13. Alternative sources of funding

You may be able to obtain a contribution toward the legal costs from another source including:

- (a) Legal expenses insurance through a home, vehicle, or other insurance policy. Even if you have this type of insurance, our agreement is with you and you are responsible for paying our fees. The limits and terms of your policy will be available from your insurer.
- (b) Trade union membership. The terms of any legal costs assistance will be available from your trade union.

### 14. Costs, disbursements, and invoicing

#### (a) Factors affecting costs

In some transactions, we base our costs on a value element, such as a property's price, an estate's size, or a financial benefit's value. We may also consider other factors, such as the exclusive allocation of time and resources and the complexity of the matter.

The value reflects the risk and responsibility placed on the firm.

If less work is required, we will charge for the work done and disbursements incurred.

#### (b) Initial costs

As we spend money on your behalf from the start of the matter, we may need to ask you for a payment on account of our costs, disbursements, and VAT. From time to time, we may ask for a top-up amount. When your matter is completed, we will return any surplus to you. If we ask for costs on account, we are not obliged to do any work until they are received.

These amounts will appear on your final invoice.

#### (c) Paying the invoice

Invoices can only be paid by bank transfer. Cash is not accepted.

To maximise protection against fraud, we ask that you always telephone our office to confirm the bank account details before making a transfer.

We also ask that you never respond to an email or correspondence that purports that our bank details have changed during a transaction.

#### (d) Invoicing

We will send you a statement of our costs and disbursements for property and commercial transactions, payment of which is

due at least five working days before completion unless otherwise arranged. If sufficient funds are available on completion and we have sent you an invoice, we will usually deduct our charges from the funds. If a matter does not proceed to completion, we will send you an invoice for our work.

We will send you an invoice for other types of work when the work is completed. However, if the matter extends over several months, we reserve the right to send invoices at monthly intervals.

If you have any questions about an invoice, please contact us as soon as possible.

You may be entitled to complain about an invoice to the Legal Ombudsman or apply to the court for the invoice's assessment.

If an interim invoice is not paid within seven days or a final invoice is not paid within 14 days, we may terminate your instructions and retain your papers until the account is settled.

If we require payment from you or others to complete your matter, we may postpone completion until we receive cleared funds. We accept no liability for any loss arising from delays in clearing funds that are not attributable to us.

We reserve the right to charge interest at 8% above the Bank of England base rate.

### **15. Money held by the firm**

Money held on your behalf is paid into a client account at a bank we use under our regulator's rules.

In some circumstances money will be held in a designated deposit account.

We will pay money due to you by bank transfer or cheque as agreed where reasonably possible or as we think appropriate.

We pay interest on certain balances under our regulator's rules. Interest on money held in a designated deposit account will be calculated at the rates of the holding bank, and tax will be deducted at source based on your tax status.

Where we retain a balance of your money, we will return it to you on termination of instructions and completion of the matter.

We will take all reasonable steps to keep your money safe.

### **16. Pooled funds**

The anti-money laundering guidance that UK banks and other financial services firms adhere to is issued by the Joint Money Laundering Steering Group (JMLSG).

The JMLSG does not require banks to routinely identify the beneficial owners of pooled accounts held by law firms as they do with most other accounts on the proviso that this information is available on request.

You agree to us disclosing your details to our bank if it requests information about the beneficial owners of our pooled client account. If further information or documents are required from

you to identify the owners of funds held by us, you agree to provide them.

### **17. Anti-money laundering procedures**

The Proceeds of Crime Act 2002 requires law firms to obtain information and establish clients' correct identities and addresses. We may be obligated to submit a report to the authorities if we have reason to suspect money laundering offences may have already been committed or might be committed in future.

By accepting these terms of business, you acknowledge that we can require you to produce appropriate evidence of your identity and address and that we may submit reports to the relevant authorities concerning your business. We are not liable for any losses you might incur due to any such steps we properly take to fulfil our statutory obligations.

We may incur expenses in carrying out our statutory obligations. We will give you guidance about the evidence we need, but proof of personal identity usually includes:

- (a) a current valid passport with a UK residence permit if appropriate;
- (b) an EU member state identity card;
- (c) a current EU or UK photocard driving licence;
- (d) an armed forces ID card.

Evidence of address can usually be determined by:

- (a) confirmation from the electoral register;
- (b) a recent utility bill, bank statement, or mortgage statement showing the current address;
- (c) local authority rates or council tax bill;
- (d) a current UK driving licence, but only if not used as evidence of personal identity;
- (e) a local council rent card or tenancy agreement.

### **18. Recovering legal costs and disbursements**

If a court orders another party to pay some or all of your legal costs and disbursements, you will need to pay these in the first instance. Any amounts then recovered will be repaid to you.

The other person will not be liable to pay the VAT element of costs if you can recover the VAT yourself.

If the other party receives legal aid, no costs are likely to be recovered.

It is possible to claim interest on these amounts from the date of the court order.

You will be responsible for paying the costs and disbursements for the work that we carry out to recover any costs that the court orders should be paid to you.

An unsuccessful client may be ordered to pay the other party's legal costs and disbursements. This is in addition to our legal costs and disbursements. Arrangements can be made to take out insurance to cover liability for these circumstances. Please discuss this with us if you are interested in this option.

## Section C – Your Rights

### 19. Complaints

We want to resolve any problems with the service provided. It is therefore important that you immediately raise your concerns with us.

If we have provided to you a Notarial Service, we have a specific 'Notary Complaints Policy' which would have been provided to you at the outset of your matter.

If we cannot resolve any such concerns to your satisfaction you can make a complaint to the Legal Ombudsman online at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk) or via mail to PO Box 6806 Wolverhampton WV1 9WJ.

The Legal Ombudsman investigates complaints about legal services. They expect 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 response to you.

The Legal Ombudsman may consider complaints made after these deadlines if it is fair and reasonable for them to do so. They may decide not to pursue a complaint if:

- (a) there was no significant loss, distress, inconvenience, or detriment;
- (b) the size or complexity of the complaint, or your behaviour, results in the complaint requiring a disproportionate use of resources;
- (c) there has been undue delay in bringing the complaint;
- (d) where you have already accepted a reasonable offer we made.

Complaints about rights under the General Data Protection Regulation may be made to the Information Commissioner's Office: [ico.org.uk](http://ico.org.uk).

Any disputes or legal issues will be determined by the laws of England and Wales and considered exclusively by the English and Welsh courts.

### 20. Limitation of liability

No member or employee of our firm will be liable to you for breach of contract or negligence in their personal capacity.

Other than in respect of liability arising from fraud, personal injury, or death, we do not accept liability for claims received more than 12 months from the conclusion of our work or, if not apparent within that time, more than six months after it becomes apparent.

We do not accept liability for any loss or damage caused by negligence, non-performance, or breach of duty to a value above the amount mentioned in the client care information document unless we have made a special arrangement with you at the outset of your matter.

Your statutory rights remain unaffected.

### 21. Professional indemnity insurance

We have professional indemnity insurance in accordance with statutory requirements. The level of our indemnity insurance is £3,000,000. Our professional indemnity insurance cover does not extend to damages or other monetary awards, judgments or negotiated settlements, or claims made or suits brought before an arbitrator, tribunal, or court in any country other than England or Wales.

### 22. Data protection and General Data Protection Regulation privacy notice

Emmtoria Limited is registered with the Information Commissioner's Office under registration reference ZB531624.

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

- (a) updating and enhancing client records;
- (b) analysis to help us manage our practice;
- (c) statutory returns;
- (d) legal and regulatory compliance.

Our use of that information is subject to your instructions, the Data Protection Act 2018, the General Data Protection Regulation, and our duty of confidentiality.

The Data Protection Act 2018 requires us to advise you that your particulars are held in our database, and we may use these details to send you information that we think might be of interest. If you do not wish to receive that information, please notify our office. We do not make your information available to any other provider of products or services.

If you are an individual, you have the right under the Data Protection Act 2018 to obtain information from us, including a description of the data we hold about you. If you have any queries concerning this, please contact our data protection officer.

### Handling your personal data

We confirm the following:

- (a) The fee earner handling your matter, their secretary, and any legal assistant within the firm may handle your data.
- (b) Your personal data will remain confidential.
- (c) Your personal data will be used to carry out an identification check, contact you for the duration of the matter, and ensure that funds are sent or received to facilitate the transaction.
- (d) The processing of your personal data is necessary for the legitimate interests pursued by the firm or by a third party, except where such interests are overridden by the interests, rights, and freedoms of an individual requiring

additional protection, in particular when the individual about whom data is held is a child.

- (e) It may be necessary to provide third parties with your data, such as law firms, search providers, IT service suppliers, and government departments, including HM Revenue & Customs and the Land Registry.

### **Fair and transparent processing**

We confirm the following:

- (a) Your personal data will not be retained for any longer than is necessary to fulfil the firm's statutory obligations.
- (b) By signing the retainer documentation, you confirm that the contract between us gives us the right to process your data in relevant and applicable ways.
- (c) You have the right to request access to and rectification or erasure of personal data or restriction of processing concerning your personal data.
- (d) You have the right to object to processing.
- (e) You have the right to data portability.
- (f) You have the right to contact the Information Commissioner's Office about any concerns you may have regarding the processing of your personal data.

By instructing us, you agree to provide personal data and consent to our use of it accordingly.

### **23. Financial Conduct Authority**

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority to carry on insurance distribution activity, which is broadly advising, 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 [www.fca.org.uk/firms/financial-services-register](http://www.fca.org.uk/firms/financial-services-register).

We can provide limited services concerning investments, provided they are closely linked with our legal services. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by our regulator.

The Legal Ombudsman also handles complaints independently.

If you are unhappy with any insurance advice you receive from us, you can raise your concerns with those bodies.

If you need advice on investments while we are acting for you, we may refer you to someone who is authorised to provide the necessary guidance.

### **24. Distance selling – The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**

You may have the right to cancel this contract within 14 calendar days of the date of the accompanying letter without any reason. This right applies when the costs and instructions are agreed:

- (a) by telephone, mail, email, or online. This is called a distance contract;
- (b) away from our office, for example, we met with you at home. This is called an off-premises contract.

To exercise your right to cancel, please inform us of your decision in writing. We will acknowledge receipt in writing. Send your communication before the cancellation period has expired to meet the cancellation deadline.

Your written agreement is needed to commence work within the cancellation period. By signing and returning the client care information document and these terms of business below, you provide this written agreement and confirm that we can begin work immediately. If you provide your consent for work to commence within the cancellation period and you later cancel the contract, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation.

### **25. Financial Services Compensation Scheme**

We have no expertise about the fitness for purpose or solvency of any bank. We assume that any bank licensed in the jurisdiction in which it operates will be able to honour its obligations. Accordingly, we will have no liability to you in the event that the bank at which the firm's client account is held becomes insolvent.

You may be eligible for limited compensation from the Financial Services Compensation Scheme (FSCS) in such an event. In the event of our client account holder's collapse, you consent to us disclosing your details to the FSCS to claim on your behalf.

The £85,000 FSCS limit will apply to each individual client. If you hold personal money in an account with the same bank as our client account, the limit remains £85,000 in total. Our bank is named in the client care information document so that you know if you also hold money with them.

### **26. Notary Public Matters**

- (a) If the notary prepares any documents, they will rely solely on the information you give to them. You are solely responsible for any errors and omissions in that information.
- (b) You confirm that you have read and understood all the documents that the notary will sign and that, where you sign documents, by signing them you intend to give them legal effect.
- (c) The notary will witness your signature and affix their seal at their sole discretion.
- (d) You acknowledge that the notary is acting as a witness only: the notary is not a party to any transaction: the notary accepts no legal responsibility or otherwise whatsoever for any delays, loss, omissions, costs, claims, or damages arising out of their notarisation or subsequent legalisation of any documents.
- (e) You verify that all documents and the facts contained in them are true and authentic and are not made as part of or as a plan for any illegal act against the laws of any country in the world.

