



## General Terms and Conditions of Business

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### 1. Our agreement

These terms, together with the engagement letter and any formal written scope of work document we send to you, form our agreement with you in relation to your instructions on this matter. Your continuing instructions will amount to your acceptance of these terms.

Lodders Solicitors LLP is a limited liability partnership ('LLP') registered in England & Wales under registration number OC306995. Our registered office address is Number Ten Elm Court, Arden Street, Stratford upon Avon, Warwickshire CV37 6PA.

We are authorised and regulated by the Solicitors Regulation Authority ('SRA') under number 00465376.

We use the term "partner" to refer to a member of Lodders Solicitors LLP or an employee or consultant with equivalent standing. Any reference to a "partner" in these terms or in correspondence we may send to you should be construed accordingly.

We are registered for VAT purposes. Our VAT registration number is 272 6712 52.

Our usual office opening hours are 9.00 – 17.30 from Monday to Thursday and 9.00 – 17.00 on Fridays, with the exception of bank holidays.

These terms of business are governed by the law of England and Wales, and you agree that the courts of England and Wales shall have jurisdiction over any dispute or claim.

If any provision within these terms of business is or becomes invalid, illegal or unenforceable, it shall, to the extent necessary, be deemed deleted without affecting the validity of enforceability of any other provision.

### 2. Mutual responsibilities

Our responsibilities to you include:

- acting in your best interests at all times;
- conducting the work we do for you in a professional and reasonably competent manner;
- explaining to you the work that is likely to be required to try to achieve your objectives and how much it is likely to cost;
- keeping you updated on the progress of your matter at appropriate intervals;
- dealing promptly, where possible, with your correspondence and enquiries; and
- trying to avoid unnecessarily technical legal language in our communications with you.

Your responsibilities to us include:

- providing us in good time with all the information that may be relevant to your matter, including any information that comes to your attention during the course of the matter;
- dealing promptly with queries and requests for information we may raise of you in order to avoid unnecessary delays to your matter;



- putting us in funds in respect of any payments (disbursements) we need to make on your behalf in good time to avoid delay in our making those payments;
- paying our invoices promptly upon receipt so that we are able to continue working for you without interruption and so that you do not incur interest charges;
- attending punctually for appointments with us (whether in person or virtual): if you are late, we may not be able to spend as long with you as we need to if we have another commitment scheduled after your appointment;
- letting us know as soon as possible if you need to cancel an appointment with us, giving us at least 24 hours' notice wherever possible; and
- looking after the documents we send you: if we have to provide you with duplicates, we reserve the right to make a charge for doing so.

### **3. Prevention of money laundering, terrorist financing and proliferation financing**

To comply with anti-money laundering, counter-terrorist financing and counter-proliferation financing legislation and other requirements, including the Money Laundering and Terrorist Financing Transfer of Funds (Information on the Payer) Regulations 2017 (the "MLR 2017"), we must, in most cases, identify and verify the identity of our clients and other relevant persons, such as directors and beneficial owners.

We are required to identify and verify the identity of our clients using independent sources. Our preferred method of doing this is to carry out checks using online electronic verification software and databases. You agree that we may conduct these checks and you authorise us to use your personal information to do so.

We may also ask you to provide us with one or more forms of personal and/or business documentation, which we will use to verify your identity, again in order to comply with anti-money laundering, counter-terrorist financing and counter-proliferation financing legislation.

We may charge you for carrying out the electronic identification and verification checks which we are required to conduct. The cost to you will vary, depending on the exact checks we are obliged to run. You will be provided with details of any costs that will be incurred before the checks are carried out.

We may retain your personal data relating to the checks we are obliged to carry out for such period as we consider necessary. You agree that this period may exceed the periods specified by regulations 40(3) and 40(4) of the MLR 2017.

When our client is a company, limited liability partnership or trust, we may be obliged to collect an excerpt from the Register of Companies or proof of registration of the trust with HM Revenue & Customs' Trust Registration Service before we can agree to act. We may ask you to provide us with some or all of this information. We may be obliged to report to the Registrar of Companies or HM Revenue & Customs any discrepancy of which we become aware between the excerpt/proof of registration and other information in our possession. We may be unable to inform you that we have made such a report.

We may ask you to provide us with information regarding the source of any money you have sent to us or will send to us, or which you will be using for the purposes of a matter in which we are instructed. We may also need to ask you to provide us with information about the source of your wealth.

As is set out in section 6 below, we have a professional and legal obligation to keep the affairs of our clients confidential. However, we may be required by law to make a disclosure to the National Crime



Agency where we know or have reasonable grounds to suspect that money laundering, terrorist financing or proliferation financing is occurring. If we make a disclosure in relation to your matter, we may not be able to tell you that we have done so. We may also have to stop working on your matter for a period without telling you why.

If you do not provide us promptly with all of the information we need in order to comply with our legal and regulatory obligations as summarised in this section, we may be unable to act for you or, if we are already instructed, we may need to cease acting for you. We also may be delayed in carrying out work on your matter.

Subject to the provisions of section 15 below, you accept that neither we nor any of our members, partners, employees or consultants will be liable for any loss or damage, howsoever arising, caused by or connected with our compliance with any statutory obligation we have, or may reasonably believe we have, under money laundering, terrorist financing and/or proliferation financing legislation and/or associated professional regulation.

#### **4. Data protection & privacy**

We use your personal data primarily to provide legal services to you, but also for related purposes as described in our Privacy Policy and including the following purposes:

- Conducting checks to identify you, verify your identity and screen for financial or other sanctions. These may include checks using online electronic verification software and databases.
- Gathering and providing information required by or relating to audits, enquiries and investigations by regulatory bodies.
- Complying with professional, legal and regulatory obligations that apply to our business.
- Preventing money laundering or terrorist financing.
- As permitted by section 40 of the Money Laundering and Terrorist Financing Transfer of Funds (Information on the Payer) Regulations 2017.
- Ensuring business policies are adhered to, for example policies covering security and internet use.
- Operational reasons, such as improving efficiency, training and quality control.
- Ensuring the confidentiality of commercially sensitive information.
- Statistical analysis to help us manage our practice, for example in relation to our financial performance, client base, work type or other efficiency measures.
- Updating and enhancing client records.
- Preventing unauthorised access and modifications to systems.
- Preparing and filing statutory returns.
- Ensuring safe working practices, monitoring and managing staff absences and staff access to systems and facilities.
- Staff administration and assessments, monitoring staff conduct, and disciplinary matters.



- Marketing our services.

Our use of your personal data is subject to your instructions, the UK General Data Protection Regulation (GDPR), the Data Protection Act 2018 and other relevant legislation, as well as our professional duty of confidentiality (in relation to which see further section 6 below).

Lodders Solicitors LLP is a data controller for the purposes of relevant data protection legislation. We have nominated Thomas Hughes as the firm's contact for the purposes of the GDPR.

We take your privacy seriously. Our full Privacy Policy can be read at [www.lodders.co.uk/client-privacy-policy](http://www.lodders.co.uk/client-privacy-policy). Please note that we may amend our privacy policy at any time in order to ensure that we continue to comply with applicable law and regulation. Please read it carefully as it contains important information on the following:

- What personal data we collect about you and how we collect that data.
- How, why and on what grounds we use your personal data.
- With whom we share your personal data.
- Where we hold your personal data and how long we will keep it.
- Whether your personal data may be transferred out of the European Economic area and, if so, the measures taken to protect that data.
- Your rights in relation to the personal data we hold or use.
- The steps we take to secure your personal data.
- How to make a complaint in relation to our use of your personal data.
- How to contact us with any queries or concerns in relation to your personal data.

## **5. Promotional communications**

We may use your personal data to send you updates by email and/or post about legal developments that might be of interest to you, and/or information about our upcoming events. You have the right to opt out of receiving promotional communications at any time, by:

- contacting us by email at [lawyers@lodders.co.uk](mailto:lawyers@lodders.co.uk) or telephone on 01789 293259; or
- using the 'unsubscribe' link in any such emails.

After the completion of your matter, we will not directly market our services, or those of any third party, to you without your explicit consent.

## **6. Confidentiality**

We are under a professional and legal obligation to keep your information confidential unless (a) you consent to the disclosure of that information, (b) disclosure of the information is required or permitted by law or regulatory requirements that apply to us, or (c) these terms of business state otherwise.



You agree that we may disclose confidential information and documentation in relation to you, your affairs and/or the matter on which are instructed to the following, on appropriate terms as to confidentiality:

- our external auditors and professional advisers;
- our professional indemnity insurers and brokers – for example, in the event that you make a claim or complaint against us, or if we in our absolute discretion consider that there exist circumstances that may give rise to a claim or complaint, or to enable us to comply with the terms of our professional indemnity insurance or otherwise in connection with our professional indemnity insurance renewal;
- our professional regulator, the Solicitors Regulation Authority;
- external organisations to which we may outsource certain functions – for example, typing, photocopying, costing, data storage, research and preparation, and other business support functions – to help us deliver legal services; and
- external organisations that may carry out audit or quality checks on our practice from time to time. Such organisations may audit or quality-check your file and related papers for this purpose.

We are subject to the Money Laundering Regulations 2017, Proceeds of Crime Act 2002, Criminal Finances Act 2017 and other relevant legislation, all of which may require us to disclose confidential information which we hold on your behalf in certain circumstances. Examples of organisations to which we may be required to disclose your information include:

- the National Crime Agency;
- domestic and international tax authorities;
- regulatory authorities; and
- the Registrar of Companies (Companies House).

Where we are permitted by these terms of business to disclose your confidential information, you agree that we are not obliged to inform you that we have done so. You also acknowledge that, where we are obliged by law or applicable regulation to disclose your information, we may be unable to inform you that we have done so.

You agree that any correspondence or other communications which we may have with any of the third parties listed above in this paragraph will remain confidential (and may also be legally privileged) to us and will not be disclosed to you.

Where you instruct us jointly with another person or persons, you agree that we may, in accordance with our professional obligations, disclose to the other joint client or clients all information we have – including all information which you provide to us – that is relevant to the matter on which we are instructed to act for you.

Where possible, we will, to the extent that we are legally and/or professionally obliged to do so, disclose to you all information that is material to the matter on which we are instructed by you. You acknowledge and agree, however, that we will not disclose to you any confidential information about the affairs of any



other existing or former client, or any information in respect of which we owe a duty of confidentiality to a third party.

## **7. Communication**

Unless you instruct us otherwise, email will be our default method of communication. We deploy a range of information security measures, but we cannot guarantee the security of information or documents sent by email. If you do not wish us to communicate information by email, please let us know.

We treat emails as written correspondence sent by you. Any instructions or approval given in an email which appears to come from you will be treated as valid.

Where we act for two or more clients in relation to the same matter, you agree that we may act on instructions from either, both or any of them, unless expressly instructed otherwise in writing.

If we need your bank details to transfer money, we will request these in writing and check them by telephone.

All emails sent to Loddors are scanned for malicious content and links on receipt. If you provide us with documents or information on removable media such as USB pen drives and CDs, these will be scanned by our IT department for viruses and malware.

## **8. Our fees**

Your engagement letter, supplemented by any formal written scope of work document you may be sent, sets out the basis on which our charges will be calculated.

We review our hourly rates periodically, at such intervals as we in our absolute discretion decide. If a review occurs before your matter concludes, we will inform you of any variation in the rate before it takes effect.

We may request a payment on account of fees to be incurred. Where we ask for a payment on account, we reserve the right to suspend work on your matter until we receive the payment.

We may have to pay out other expenses on your behalf to third parties, for example Land Registry fees. We will aim to tell you in advance of any expenses and disbursements that you may need to pay. We reserve the right to ask you to make payment into our client account in advance of us incurring any disbursements. Again, we may suspend work on your matter until any such payment is received.

If we have to travel to meetings with you or others, we reserve the right to charge you for our travelling time and expenses.

Please note that all hourly rates and charges (and some disbursements) are subject to VAT which will be payable, in addition, at the appropriate rate when the work is carried out.

We charge £35 plus VAT for an electronic transfer of funds.

Where we act for you in any proceedings, including in any proceedings in the county court, you agree that our costs may exceed those that are recoverable between the parties in those proceedings.

If, for any reason, your matter does not proceed to completion, we will charge you for work done and expenses incurred to the point where the matter proves abortive.



## **9. Billing and payment terms**

Our bills are due for payment immediately upon delivery without any deduction, set-off or counterclaim.

We may deliver our bills to you electronically. Please let us know if you have any particular requirements for the delivery of our bills.

We reserve the right to raise interim bills on a monthly basis for our fees and any disbursements as your matter proceeds. Unless agreed otherwise, our interim bills are detailed bills and are final in respect of the period to which they relate, save that disbursements may be billed separately and later than the interim bill for our charges in respect of the same period. We will send you a final bill at the end of your matter, which will cover our charges from the date of the last interim bill and any unbilled disbursements.

You have the right to challenge any interim bill or the final bill by applying to the court to assess the bill under the Solicitors Act 1974 (the “1974 Act”). The usual time limit for applying to the court for an assessment is one month from the date of delivery of the interim or final bill. Please note that the time limit runs from the date of each individual bill.

Please note that, even where we are instructed in connection with a contentious matter, our agreement with you is not a “contentious business agreement” within the meaning of section 59 of the 1974 Act. Sections 59-63 of the 1974 Act, which include provisions restricting the right of solicitors to sue for costs and to exclude or limit liability, do not, therefore, apply to this agreement.

If you do not settle our invoices when they fall due, we reserve the right to:

- charge interest on a daily basis at 3% above the Bank of England base rate;
- cease acting for you or suspend the work we are doing for you; and
- retain any money, papers or other property belonging to you that properly come into our possession pending payment of our costs in full.

If we hold sufficient funds on your behalf and we have sent you an invoice, we will deduct our charges from these funds within 14 days.

If a third party has agreed to pay some or all of our charges (including our fees, any disbursements and any other charges) on your behalf, you remain responsible for any outstanding charges that are not paid by the third party in accordance with these terms of business.

We do not accept cash payments in excess of £250.

## **10. Supervision**

It is a requirement under the Solicitors Regulation Authority rules that all work carried out in the firm is effectively supervised. For the majority of our fee-earners, this means that their work will be directly supervised by their line manager, a partner in their department, or their head of department.

Where an individual is a senior partner within a team, or is a particular specialist in their area, you will be given the name of the partner who will be responsible for maintaining oversight over that individual's conduct. In addition, all compliance aspects of work are supervised by our Risk & Compliance team, and all financial aspects of our work are supervised by our Finance team.



## **11. Client money and interest**

Unless agreed otherwise, we hold client money in various accounts with UK banks that are regulated by the Financial Conduct Authority ("FCA").

Money which we receive on your behalf will (unless you and we agree otherwise) be held in a general client account, in respect of which we are subject to the provisions of the SRA Accounts Rules 2019 (the "Accounts Rules")

In accordance with the Accounts Rules, we are obliged to account to you for a fair sum of interest on any client money we hold on your behalf. Subject to a minimum threshold of £20, interest will be calculated and paid to you at the rate from time to time payable on an instant access account offered by the bank with which your money is actually held.

The period for which interest is paid will normally run from the date(s) on which we receive cleared funds until the date(s) of issue of any cheque(s) or the date(s) of any other withdrawal(s) from our client account.

## **12. Financial services**

We are included on the register maintained by the FCA so that we can carry on insurance distribution 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 ("SRA"). The register can be accessed via the FCA website at [www.fca.org.uk/firms/financial-services-register](http://www.fca.org.uk/firms/financial-services-register).

We are not authorised by the FCA to provide independent financial advice. Under the terms of our authorisation by our own regulator, the SRA, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you.

We are also not authorised by the FCA in relation to consumer credit services. However, because we are regulated by the SRA, we may be able to provide certain limited consumer credit services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.

## **13. Storage, retrieval and destruction of files**

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

We are committed to becoming a paperless office, which means that we may store your file electronically only, apart from original documents such as wills and title deeds, which we will either return to you or store in safe custody. We will not charge for such storage unless we give you prior notice, in writing, of a charge to be made from a future date specified in that notice.

We will keep your file of papers and electronic documents for you in storage for not less than 7 years after the date of our final bill. By accepting these terms, you agree that we are entitled to destroy your file after this 7-year period, without further reference to you.

We aim to destroy all files of papers and electronic documents within 15 years of the final bill, except those papers you ask us to return to you. We will not destroy documents which you ask us in writing to deposit in safe custody.





If we retrieve your file from storage, including electronic storage, in relation to continuing or new instructions to act for you, we will not normally charge for this retrieval. However, if we retrieve your file from storage for another reason, we may charge you for:

- time spent retrieving the electronic or paper file and producing it to you;
- reading, correspondence, or other work necessary to comply with your instructions in relation to the retrieved file; or
- providing additional copies of any documents.

For information on how long we will hold your personal data, please refer to our Privacy Policy at [www.lodders.co.uk/client-privacy-policy](http://www.lodders.co.uk/client-privacy-policy).

#### **14. Termination and right to cancel**

You may terminate your instructions to us in writing at any time. If you do so, we will charge you for the work completed and any disbursements incurred on your behalf up to the point when our instructions are terminated.

If you have engaged us as a consumer – in other words, for purposes wholly outside your trade, business or profession – and in circumstances where we did not meet you at our office premises, you have the right to cancel this contract within 14 days of the date on which you receive these terms of business, without giving any reason. To exercise this right, please inform us either verbally or in writing. We do not have a standard form of cancellation notice for you to complete. If you instruct us to proceed immediately and work has begun, you will, upon exercising your right to cancel within the 14-day period, be charged either the agreed fees or, if your work not been completed, a fair proportion of those fees, in both cases together with VAT and any disbursements.

Where we have a good reason, we may cease to act for you by giving you reasonable notice. Good reasons why we may cease acting for you include (but are not limited to) things like the following: a failure by you to pay money due to us or required by us on account of costs, an ethical or regulatory impediment to our continuing to represent you, a breakdown in trust and confidence between you and us, your failure to give us adequate instructions, or any other breach by you of these terms of business. You will be liable for any fees, expenses and disbursements incurred up to the date of termination. If we are dealing with litigation on your behalf, we may need to apply to be removed from the court record, and you may be responsible for meeting the costs of this.

#### **15. Limitation of liability**

Although you will deal with your appointed fee-earner(s) and other individuals, Lodders Solicitors LLP alone will provide the services to you and your contract is solely with Lodders Solicitors LLP. The individual members, partners, employees and consultants assume no personal liability – whether in contract, tort (including the tort of negligence) or otherwise – in relation to the provision of services to you.

Our maximum liability to you in relation to any single matter or group of connected matters which may be aggregated by our insurers will be limited to £3,000,000, including interest and costs, unless we expressly agree a different figure in writing in the engagement letter that is sent to you.

We are not liable for any consequential or special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profits or opportunities.



We are not responsible for any act or omission on the part of any third-party advisor instructed to provide additional services on your behalf.

We are not liable for any losses or damages incurred because you have given us inaccurate, incomplete or delayed information, or because you have failed to act on the advice that we have given.

We will have no responsibility to advise you of any change to applicable law or regulation that occurs after the date on which we have provided our services to you.

We are not liable for any loss or damage which you may suffer as a result of any act, omission, fraud, delay, negligence, insolvency, default or collapse of any bank, financial institution, clearing or payments system.

We are not liable for any loss or damage you may suffer as a result of any bank in which we hold client money becoming insolvent, collapsing, defaulting on its obligations or otherwise being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme ("FSCS") in those circumstances. If we make a claim under the FSCS in relation to money which we hold for you, you agree that we may share confidential information about you and the work we have carried out for you with the FSCS to enable them to consider and process any claim. Further information about the FSCS is available at [www.fscs.org.uk](http://www.fscs.org.uk).

Nothing in these terms of business will exclude or restrict our liability for death or personal injury resulting from negligence, for fraud, or for fraudulent misrepresentation.

## **16. Complaints**

If you are unhappy with us, please let the person with day-to-day conduct of your matter know. This will give us an opportunity to address your concerns.

If you want to take your complaint further, you can contact our complaints handler at our Stratford-upon-Avon office. You may do so by post, by telephone, or by email ([complaintshandler@lodders.co.uk](mailto:complaintshandler@lodders.co.uk)). On receipt of a complaint in writing, we will let you know how it will be handled, in accordance with our complaints policy, which can be found at [www.lodders.co.uk/complaints](http://www.lodders.co.uk/complaints).

If we cannot resolve your complaint, you may be entitled to refer it to the Legal Ombudsman ([www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)), whose contact details are as follows:

- The Legal Ombudsman, PO Box 6167, Slough, SL1 0EH
- Telephone: 0300 5550333
- Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve it with us first. If you have, then you must take your complaint to the Legal Ombudsman:

- a. within six months of receiving our final response to your complaint;

**and**

- b. no more than one year from the date of the act/omission you are concerned about; or
- c. no more than one year from when you should reasonably have known there was cause for complaint.



Our professional regulator, the Solicitors Regulation Authority (SRA), can help you if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money, or treating you unfairly because of your age, a disability or other characteristic. Details about how to raise your concerns with the SRA can be found on their website ([www.sra.org.uk](http://www.sra.org.uk)).

#### **17. Equality and diversity**

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Our equality and diversity policy is available from our HR team.