



# Terms of Business

## 1. Our contract with you

- 1.1 These **Terms of Business** (as updated from time to time) apply to all work we do on your behalf. It is an important document—please read and keep it in a safe place for future reference.
- 1.2 Each time you instruct us on a new matter we will send you a letter confirming your instructions and setting out the scope of the work we will carry out for you, our fees and individual contact details. This is called the **Client Care Letter**. These Terms of Business should be read together with the Client Care Letter—together they form the contract between us.
- 1.3 If there is any inconsistency between our Terms of Business and the Client Care Letter, the Client Care Letter will take priority.
- 1.4 Unless otherwise agreed, these Terms of Business will apply to all future instructions you give us on this or any other matter.
- 1.5 These Terms of Business are subject to change from time to time and are updated on our website at <https://mandksolicitors.com/> .

## 2. Definitions

- 2.1 **Contract**: means the agreement between *you* and the firm as set out in the terms of business, Client Care Letter and any other documents referred to within either the terms of business or the Client Care Letter recording the basis of our engagement.
- 2.2 **These terms**: means these Terms of Business.
- 2.3 **The firm or this firm**: mean M & K Solicitors and not any individual or group of individuals within the firm.
- 2.4 **We, us and our** (and other relevant first person terms): mean reference to the firm as a legal entity and not to any individual or group of individuals within the firm.
- 2.5 **You**: means each and every party to this contract (other than us).

2.6 In relation to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

- a) **Consumer:** means an individual acting for purposes which are wholly or mainly outside of that individual's trade, business, craft or profession.
- b) **Trader:** means a person acting for purposes relating to that person's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf. The firm is a trader for the purposes of these regulations.
- c) **Distance contract:** means a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded.
- d) **Off-premises contract:** means a contract between a trader and a consumer which is any of these:
  - i) A contract concluded in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;
  - ii) A contract for which an offer was made by the consumer in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;
  - iii) A contract concluded on the business premises of the trader or through any means of distance communication immediately after the consumer was personally and individually addressed in a place which is not the business premises of the trader in the simultaneous physical presence of the trader and the consumer;
  - iv) A contract concluded during an excursion organised by the trader with the aim or effect of promoting or selling goods or services to the consumer.
- e) **Conclusion of the contract:** means the date *you* sign the Client Care Letter *OR* Form of Acceptance to confirm acceptance of our Terms of Business or the date from which *you* continue to provide us with instructions following receipt of our terms.
- f) **Cancellation period:** means 14 days from the day of the conclusion of the contract.

### 3. Terms of business

- 3.1 *These terms* may not be altered unless agreed in writing by a partner of the firm.
- 3.2 *You* should read *these terms* carefully, along with your Client Care Letter and any other documents referred to within that Client Care Letter, as these documents set out the basis on which *we* will provide services to *you* and form the *contract* between *us*.
- 3.3 By accepting *these terms*, *you* are entering into a *contract* with *the firm*.

#### 4. Responsibilities

- 4.1 *Our* responsibilities include advising *you* on the law, following your instructions, reviewing your matter regularly, and discussing with *you* whether the potential outcomes justify the expense and risks involved with *your* matter.
- 4.2 Once a matter has ended, unless *we* expressly agree in writing otherwise:
- a) we are not responsible for updating our advice or documentation to reflect any later changes in the law or practice; and
  - b) we will not remind you about future deadlines or obligations relevant to that matter.
- 4.3 *You* need to provide *us* with clear and timely instructions, the information and documents required for *us* to do *our* work, and funds required.

#### 5. Instructions

- 5.1 If *we* are advising more than one person (whether individuals, companies or other entities), *we* will, unless otherwise agreed in writing, act for those persons jointly and severally.
- 5.2 If *you* are instructing *us* jointly, it is your responsibility to tell *us* straightaway if *you* require more than one person to give *us* instructions in relation to your matter. Otherwise, *we* will accept instructions from any one person.
- 5.3 If *you* are a company or other commercial entity, it is your responsibility to tell *us* at the outset if *you* require more than one director (or equivalent) to give *us* instructions.

#### 6. Information about this firm

- 6.1 *The firm's* contact details are:
- a) **Name:** M & K Solicitors Limited trading as M & K Solicitors
  - b) **Constitution:** Limited Company, registered in England and Wales with company number 7858949  
A list of Members/ Directors/ Partners is available for inspection at *our* registered office
  - c) **Address:** 278 Dunstable Road, Luton, Bedfordshire, LU4 8JN (Luton / Main Branch)
  - d) **Contact number:** 01582 732 503 (Luton)
  - e) **Email:** [info@mandksolicitors.com](mailto:info@mandksolicitors.com) (Luton)
  - f) **Website:** [www.mandksolicitors.com](http://www.mandksolicitors.com)
  - g) **Hours of business:** 9:30 am – 5:30 pm from Monday to Friday
  - h) **VAT number:** 169898816
- 6.2 *We* are authorised and regulated by the Solicitors Regulation Authority (SRA) and *our* SRA ID number for Luton branch is 591038. This means that *we* are required to comply with a number of professional rules set out in the SRA Standards and Regulations which *you* can view at <https://www.sra.org.uk/solicitors/standards-regulations/>.

- 6.3 The SRA Indemnity Insurance Rules, in force from time to time, require *us* to take out and maintain Professional Indemnity Insurance with participating insurers. Information about the compulsory layer of Professional Indemnity Insurance *we* carry, including the contact details of *our* insurers and the territorial coverage of our insurance, are available in hard copy at *our* registered office or made available upon request.

## **7. Scope of our legal services**

- 7.1 The scope of the services we will provide is set out in the Client Care Letter.
- 7.2 We will provide legal advice and services to you with reasonable care and skill. However, the nature of many types of legal work means that it is not possible to guarantee a particular outcome.
- 7.3 Unless otherwise agreed in writing, we will advise only on English law and on European Union to the extent that it has any bearing on English law.
- 7.4 We will not advise on surveying, valuation, commercial viability, trading or marketability issues. We only advise on tax when we have expressly agreed in writing to do so. Except as described at section 14 (Financial services), we do not provide financial services or advice.
- 7.5 If you ask us to obtain advice from another law firm, that firm will be responsible for the service and advice they provide.
- 7.6 Unless otherwise agreed in writing, our advice and any documents we prepare:
- 7.6.1 are for use only in connection with the specific matter on which we are instructed, can only be relied on by you; and
  - 7.6.2 reflect the law in force at the relevant time.

## **8. Service Standards**

- 8.1 We will update you by telephone or in writing (including by email) with progress on your matter regularly and explain to you the legal work required as your matter progresses.
- 8.2 We will update you at appropriate intervals on the likely timescale for each stage of your matter and any important changes in those estimates. Whenever there is a material change in circumstances associated with your matter, we will update you on whether the likely outcomes still justify the likely costs and risks.
- 8.3 We will update you on the cost of your matter at the intervals set out in the Client Care Letter. If appropriate, we will continue to review whether there are alternative methods by which your matter can be funded.

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

## **9. Professional Indemnity Insurance**

9.1 We confirm that this firm has the benefit of indemnity insurance cover required by our regulatory body with a cover limit of £3 million for any one claim. Our insurance is with Hera Indemnity Limited and the Participating Insurer is Sompo Insurance Limited, c/o 70 Gracechurch Street London EC3V 0HR. Our policy number is Policy Number: PI21SOM0607.

9.2 It is a condition of our professional indemnity insurance that we notify our insurer and/or broker of any circumstances which may give rise to a claim against us. In doing so, we may disclose documents and information to our insurer, broker and insurance advisers on a confidential basis. Our insurers and brokers are contractually obliged to keep all information we pass to them strictly confidential.

## **10. Our fees**

10.1 The basis for *our* fees will be set out in your Client Care Letter.

### **10.2 Fixed fee services:**

- a) If *we* charge on a fixed fee basis, this is based on the assumption that the work will be completed without any complications arising. If any unforeseen additional work is required, or if *you* change *your* instructions to *us*, *we* will either provide a revised fixed fee or agree that any additional work will be charged at the hourly rate of the person(s) dealing with your matter. In either case, *we* will not carry out any further work until any changes to *our* original estimate have been agreed in writing.
- b) Our fixed fee is only for the work/steps that we have set out in the Client Care Letter and does not include any other unforeseen work. If additional, unforeseen or unexpected work is required an additional fee will apply, (please see table below). We shall inform you in writing, prior to incurring any additional costs.

<b>Property Item</b>	<b>Fixed Fee Plus Vat</b>
Shared Ownership/Shared Equity	£195
New Build	£125
Unregistered Land	£125
Arranging/Reviewing Indemnity Insurance Policies	£65
Drafting/Approving Deed of Covenant	£75

Drafting/Approving Licence to Assign	£75
Statutory Declaration / Solvency Declaration / Gift Deed	£100
Non Owning Occupiers	£50
Drafting/Serving Notice of Transfer/Charge	£25 per Notice served
Property subject to Tenancy	£95
Dealing with restrictions / second title / second charge	£100
Dealing with retention	£100
Bridging Loan Title and Undertaking	£150
Lease Extension	To be Advised on Instruction
HM Land Registry Amendments	£65
Verifying ID1 Form	£40
Simultaneous Exchange & Completion/Expedited Completion	£75
Notice to Complete/Delayed Completion	£150

<b>Divorce Item</b>	<b>Fixed fee plus Vat</b>
Instructing a trace	£50
Drafting Statutory declaration	£60
Application for deemed service, substituted service.	£75
Bailiff service/Process Server request	£50

### 10.3 Hourly rate services:

- a) If *we* charge on an hourly rate basis, hourly rates vary according to the experience of the person handling your matter. The hourly rates that apply to your matter are set out in your Client Care Letter.
- b) *We* review *our* hourly rates from time to time, *we* will notify *you* in writing of any increase. If you do not accept the new rates after review, we reserve the right not to continue acting for you.
- c) *You* will be charged for time spent on your matter which will include: any meetings with *you* (and any third parties); considering, preparing and working on papers;

correspondence; making and receiving telephone calls; research; internal consultations; and travelling. Time is recorded and charged in six-minute units at the applicable hourly rate. Therefore, this is the minimum amount of time *we* will charge for any piece of work undertaken on your matter.

- d) *We* add VAT to *our* fees applicable at the time that the work is completed.
- e) *We* reserve the right to charge separately for photocopying, printing, telephone calls, faxes, electronic funds transfers, catering and other support services, and travel, courier and other incidental expenses. Where applicable, *we* will charge VAT on *our* charges and expenses.
- f) Where *we* give *you* an estimate of costs, it is a guide to assist *you* in budgeting for your legal costs and is not fixed. *We* will do *our* best to keep *you* updated with the best costs information that *we* are able to provide at any one time. If *you* would like to agree a ceiling figure, above which *we* will not incur any further costs without your consent, please let *us* know as soon as possible.

#### **10.4 Agreed Fee**

- a) If we charge on an agreed fee basis this is where we can be reasonably confident of the amount of work we will be required to do on your behalf. The fee we agree and fix is based on the hourly rate of the fee earner doing your work and the expected number of hours likely to be taken to complete your case or matter.
- b) Our fee is payable before we commence work on your behalf and is an agreed fee for my anticipated work and is not refundable (abortive fee does not apply).
- c) We add VAT to our fees applicable at the time we commence work on your behalf.

#### **10.5 Quotations and Estimates**

- a) The provision of figures (orally or in writing) from time to time for the likely cost of a piece of work is an estimate only and does not constitute a contract to carry out the work at that cost.
- b) The provision of a written quotation for work constitutes an offer to carry out the work at that cost and does not become a contract until you accept the quotation or a defined part of it.
- c) Unless stated in writing to the contrary, any quotation or estimate does not include any expenses or VAT.
- d) Where we carry out work which falls outside the scope of an accepted quotation (or of an estimate which is subsequently incorporated into a contract between us) we may charge fees at our fixed hourly rates, in addition to the quoted or estimated fee. We may also charge additional fees on the same basis for work within the scope of such a quotation or estimate which is made more time consuming, onerous or urgent as a result of:-
- e) circumstances or information which we did not know or could not reasonably have anticipated at the time of the quotation or estimate (whether or not you were aware of them/it); or

- f) your, or your agents', act or omission.

## **11. Disbursements**

- 11.1 All disbursements (expenses) which we incur in working on your matter will be payable by you in addition to our charges. Examples of these expenses include but are not limited to Land Registry and Companies House fees; search fees; Stamp Duty Land Tax (and similar taxes); fees charged by experts, agents, couriers and barristers; court fees; travel expenses and subsistence; international telephone calls; use of on-line databases; and telegraphic transfer fees. VAT is payable on certain expenses, which you will need to pay in addition.

## **12. Paying our bills**

- 12.1 The frequency of billing will depend on the nature of a matter. The frequency of billing for your matter is set out in your Client Care Letter.
- 12.2 In some cases, particularly when litigation is involved or when *we* may need to incur substantial expense on *your* behalf, *we* may require *you* to provide a payment on account (payment in advance of *us* carrying the work out). Where *we* ask *you* for payment on account, *we* are not obliged to carry out any work on your matter until that payment has been made. A payment on account is not an estimate or fixing of charges, and our total charges may exceed the payment on account.
- 12.3 *You* must tell *us* straightaway if *you* have any form of legal expenses insurance that *you* think might pay for *our* bills.
- 12.4 If a third party agrees to pay *our* bills, *you* will remain responsible to *us* for payment until those bills have been paid in full.
- 12.5 Unless agreed otherwise, *our* bills are payable within 14 days of delivery. If *we* do not receive payment during this time, then *we* reserve the right to charge *you* interest on the outstanding amount at a rate which is 8%. Interest will accrue from one month after the date of delivery of the bill to the date of payment and will be payable on demand. *We* may also retain any papers and documents belonging to *you* while payment for *our* bills is outstanding.
- 12.6 All bills, whenever they are submitted, will be for final bills for the period to which they relate but this does not prevent *us* from invoicing *you* for expenses for that period on a subsequent bill.
- 12.7 *We* are normally only able to accept cash up to a limit of £1500 in any 28-day period for Immigration matters and £750 family matters. *We* do not normally accept payment in cash for property and personal injury matters. If *you* circumvent this policy by depositing cash direct with *our* bank *we* reserve the right to charge for any additional checks *we* deem necessary regarding the source of the funds.
- 12.8 If we receive money in relation to your matter from an unexpected source, there may be a delay in your matter and we may decide to charge you for any additional checks we decide are necessary



- 12.9 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
- 12.10 If *we* are providing services to more than one person whether individuals, companies or entities and *we* are asked to deliver bills only to one person, those bills will remain payable in full by all persons that *we* provide services to under this *contract*.
- 12.11 Where *we* hold money on your behalf, because *we* have received funds on your behalf or *you* have made payment on account, *we* may use this money towards payment of *our* bills. *We* will advise *you* if *we* do this.
- 12.12 *You* can make a complaint about a bill using *the firm's* complaints procedure which is available upon request. *You* may also have the right to complain to the Legal Ombudsman (see clause 26.7) or to apply to the court for an assessment of the bill under part III of the Solicitors Act 1974.
- 12.13 Please inform us if you would like a third party to be responsible for paying our bills or any part of them. We must approve this in advance, and we will need the party's name, contact details and any other information or identification documents we request. It is your responsibility to pay our bills even if someone else has agreed to pay some or all of them and our bills will still be addressed to you. If someone else does pay some of our bills, you are responsible for paying the rest.
- 12.14 We may charge interest on overdue bills on a daily basis at 8% above Barclay's Bank Plc Base Rate. Any overdue bills that have to be chased will incur a handing charge of £50 plus VAT.
- 12.15 We may cease acting for you if an interim bill remains unpaid after 7 days from the date of our bill or if our reasonable request of a payment on account of costs is not met.
- 12.16 You have the right to challenge or complain about our bill. Please see section 26 (**Complaints**) for details of how to complain about our bill.
- 12.17 You have the right to challenge our bill by applying to the court to assess the bill under the Solicitors Act 1974. The usual time limit for applying to the court for an assessment is one month from the date of delivery of the bill.

### **13. Contentious matters**

- 13.1 *You* will be responsible to *us* for our fees and disbursements regardless of any order obtained for payment of *your* costs by another party. *Our* costs are likely to exceed the sum which *you* could recover from any other party to the proceedings. *You* should also bear in mind that *you* may be ordered to pay the costs of the other party.

### **14. Your money**

#### **14.1 Interest Policy**

- a) Where *we* hold money in a client account for *you*, the SRA Accounts Rules require *us* to account to *you* for interest where it is fair and reasonable to do so in all the circumstances.
- b) *Our* interest policy shall be kept under review and may change if the Bank of England base rate increases or decreases. Interest rates payable on client accounts are currently around 0.1% and the Bank of England base rate is 0.5%. Therefore, the rate of interest available on client accounts is lower than rates of interest which can be obtained on other bank or building society accounts.
- c) For cleared funds paid into a client account, *the firm* shall account for interest unless one of the following circumstances apply:
  - a. The amount of interest calculated on the balance held is £20.00 or less; or
  - b. The client money was held in cleared funds in client account for a period of five working days or less.
- d) *We* will usually account to *you* for interest under *our* interest policy at the conclusion of *your* matter.

## 14.2 Banking

- a) *The firm* operates its client accounts through Metro Bank Plc regulated by the Financial Conduct Authority (FCA).
- b) It is unlikely that *we* will be held liable for losses resulting from a banking failure.
- c) The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation scheme for customers of deposit providers (banks, building societies, etc.). The FSCS can pay compensation (up to £85,000) to consumers if a deposit provider is unable, or likely to be unable, to pay claims against it. Some temporary high balances (up to £1,000,000) are also covered for up to six months; these relate to balances in transactions involving property, marriage, divorce, redundancy, unfair dismissal, personal injury, a legacy from an estate of a deceased person or money held on behalf of a deceased person for the purpose of administering their estate. Please ask for further details if *you* require them.
- d) The £85,000 FSCS limit applies to an individual client, so if *you* hold other personal monies in the same deposit-taking institution as *our* client account, the limit remains £85,000 in total. Some deposit-taking institutions have several brands, i.e. where the same institution is trading under different names, so *you* should check with your deposit provider, the FCA or a financial adviser for more information. Further information regarding the FSCS can be found at [www.fscs.org.uk](http://www.fscs.org.uk), telephone number **0800 678 1100** or **020 7741 4100**.
- e) If a banking failure occurs in relation to any deposit provider which holds money that *we* have deposited on your behalf, *you* agree that *we* may, where applicable, disclose to the FSCS all relevant details in *our* possession about *you* and the money that *we* hold on your behalf with such a deposit provider. However, if *you* do not

wish *us* to make any such disclosure, please notify *us* by writing to *our* Data Protection Manager/Partner, Ashrat Khan. Please note that by withholding consent to *our* disclosure of your details to the FSCS in such circumstances, *you* may forfeit any right *you* may have to receive compensation from the FSCS where a banking failure occurs in relation to a deposit provider holding money which *we* have deposited on your behalf.

- f) We will never tell you of changes to important business information, such as bank account details, by email. Please notify us immediately if you receive any email or other communication purporting to be from the firm stating that we have changed our bank details or payment arrangements.

## **15 Limitation of liability**

- 15.1 *Our* liability to *you* for a breach of your instructions shall be limited to £3,000,000 (three million pounds), unless *we* expressly state a higher amount in the letter accompanying these terms of business. *We* will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profits or opportunities.
- 15.2 Your contract is solely with the Firm, which has sole legal liability for the work done for you and for any act or omission in the course of that work. No representative, member OR director, officer, employee, agent or consultant of the Firm, will have any personal legal liability for any loss or claim.
- 15.3 This liability cap will apply to our aggregate liability to you together with any associated party for whom you are acting as agent in relation to the relevant matter on any basis.
- 15.4 **Proportional liability:** In addition to the other limitations in this document, where *we* and/or third parties are responsible for any loss suffered by *you*, *our* liability for that loss will be limited to a fair proportion of *your* total loss calculated by reference to the extent of *our* responsibility. If *you* have engaged others to represent or advise *you* on a matter in which *we* are involved and *you* agree with any of them that their liability to *you* will be limited, in order that *our* position is not adversely affected by any such limitation of their liability, *you* agree that *our* liability to *you* will not exceed the amount which would have applied in the absence of that limitation.
- 15.5 **Third party liability:** If *you* start proceedings against *us* for loss or damage and there is another person (for example, another adviser) who is liable (or potentially liable) to *you* in respect of the same loss or damage, then *you* will (if *we* so request) join them into the proceedings. This is subject to any legal prohibition against *your* joining them in that way.
- 15.6 We have an interest in limiting the personal liability of employees, consultants and partners. Accordingly, *you* agree that you will not bring any claim against any individual employee, consultant or partner in respect of losses which *you* suffer or incur, arising out of or in connection with *our* engagement or the services *we* provide. The provisions of this paragraph will not limit or exclude the firm's liability for the acts

or omissions of *our* employees, consultants or partners. The provisions of this paragraph are intended for the benefit of our employees, consultants and partners but the terms of our engagement may be varied without the consent of all or any of those persons.

15.7 *We* can only limit *our* liability to the extent the law allows. In particular, *we* cannot limit *our* liability for fraud nor for death or personal injury caused by *our* negligence, nor for negligence in contentious business, insofar as the Solicitors Act 1974 s60(5) precludes the exclusion of such liability.

15.8 Please ask if *you* would like *us* to explain any of the terms above.

## **16. Rights of third parties**

16.1 Our advice is for your benefit only. Save as expressly set out, our contract with you is not intended to confer rights on any third parties whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

16.2 No other person may see or rely on our advice without our written consent and subject to the conditions that we impose at the time.

## **17. Storage of documents**

17.1 After completing the work, *we* may be entitled to keep all your papers and documents while there is still money owed to us for charges and disbursements

17.2 *We* will keep *our* file of your papers (except those papers you ask to be returned to you) in a secure storage area, or electronically stored under our control of 6 years from the date of the final bill, after which time they will be securely destroyed. *We* do not keep or store documents in safe custody following the conclusion of your matter unless we are at the time exercising our right to retain documents pending payment of outstanding fees and expenses or are prevented by any court order, undertaking or other legal constraints from doing so. We do not store or keep original Wills. However, should any of your documents be lost or damaged as a result of events beyond our reasonable control we will not be liable for their replacement or for any resultant loss.

17.3 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. Unless otherwise agreed with *you* in writing, those charges will be at *our* hourly rates applicable at that time.

17.4 *We* will also make an administrative charge of £30 plus VAT for retrieving files and will charge for copying, postage or courier fees where we are asked to send any document(s) or file to you or a third party. We may not release a file or a document where we are exercising our lien in respect of it.

## **18. Confidentiality and data protection**

- 18.1 *Our* use of your information is subject to your instructions, the Data Protection Act 2018 ('DPA') and *our* duty of confidentiality. Therefore, *we* keep information passed to *us* confidential and will not disclose it to third parties except as expressly or implicitly authorised by *you*, except in the following circumstances:
- 18.1.1 if required by law;
  - 18.1.2 to professional service providers (such as expert witnesses, auditors or other advisors) for legal, regulatory and compliance purposes;
  - 18.1.3 to selected third parties (including barristers and consultants) who assist us with legal, financial, administrative, information technology and other services; or
  - 18.1.4 if that information has entered the public domain other than as the result of our unlawful disclosure.
  - 18.1.5 These terms of business states otherwise
- 18.2 If we engage a third party in connection with your matter, we may put in place an agreement requiring them to treat your information as confidential.
- 18.3 The firm is the data controller (for the purposes of the DPA) of personal data that you provide to *us*. This means that the firm has a duty to comply with the provisions of the DPA when processing *your* personal data.
- 18.4 The firm has appointed Ashrat Khan as its Data Protection Manager ('DPM')/Partner and she is responsible for overseeing the firm's compliance with the DPA.
- 18.5 *We* use the information *you* provide primarily for the provision of legal services to *you* and for related purposes including (but not limited to): updating and enhancing client records; analysis to help *us* manage *our* practice; statutory returns; and legal and regulatory compliance.
- 18.6 If *you* are an individual, *you* have rights under the DPA. These rights are:
- **The right to be informed and the right of access** – You can request a data subject access request (DSAR) by emailing the supervisor of your matter or emailing our DPM/Partner – Ashrat Khan on ashratkhan@mandksolicitors.com with the details of the personal data that you want to access.
  - **The right to rectification** - Please contact the supervisor of your matter to rectify any information that we hold. In some cases, we may ask to see proof of this change of data.
  - **The right to erase** - To request to erase any data that we hold on you please contact your supervisor or the DPM/Partner. Please also bear in mind if we are in the middle of a matter this may affect our capability to act for you. If this is the case, we will discuss this with you.
  - **The right to restrict processing** - To request a restriction of processing please notify your supervisor or our DPM/Partner who will contact you to discuss the requirements of your requested restriction. Please bear in mind that some

restrictions may prevent us from acting on your behalf. If this is the case, we will discuss this with you.

- **The right to data portability** - To request this please contact your supervisor or the DPM/Partner who will discuss the format you would like your data in when you make a DSAR.
- **The right to object** - If you wish to the objection of any processing (irrelevant if consent has been provided previously). Please contact the supervisor of your matter or the DPM/Partner who will discuss your needs with you and action your request. Bear in mind, depending on the extent of the request this may prevent us from acting on your matter.
- **Rights in relation to automated decision making and profiling** – The firm does not conduct any solely automated decision making or profiling.

18.7 These rights are absolute, but there are some cases where our legal obligations override data subject rights. (For example, keeping data for anti-money laundering purposes, notifying the NCA of any money laundering suspicions without notifying you).

18.8 We retain data as needed under the DPA. The timescales are explained in clause 17.2.

18.9 Please read our Privacy policy available on our website <https://mandksolicitors.com/> carefully as it contains important information on how and why we collect, process and store your personal data. It also explains you rights in relation to your personal data

18.10 Unless you instruct us otherwise, we may contact you or others by email. 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.

#### 18.11 Information and confidentiality

18.11.1 We may also use it to ensure the safety and security of our premises (where we may also use CCTV); for fraud prevention purposes (including verification checks for our money laundering obligations); to assess client satisfaction (such as by asking you to participate in surveys); and to help improve our services generally.

18.12 Should *you* have any queries concerning these rights, please contact *our* DPM/Partner at *our* registered office, M & K Solicitors, 278 Dunstable Road, Luton, Bedfordshire, LU4 8JN.

### 19 Disclosure of information for property transactions

19.1 If *we* are also acting for your proposed lender in this transaction, *we* have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage. That includes any differences between the mortgage application and information we receive during the transaction and any cash back payments or discount schemes that a seller is giving *you*.

19.2 *You* must disclose all information which may affect your liability for stamp duty land tax or other stamp duty (duty) as *we* can then ensure *you* pay the correct duty. If *you* fail to disclose all information (and if in doubt, please disclose it as it can be discounted if it is not relevant) *you* must accept full liability for any penalties or action or other proceedings

that any authority may take against *you* for failing to disclose information which resulted in a duty or greater liability to pay such duty.

## **20 Security of communications**

- 20.1 Where *you* provide *us* with fax or computer network addresses for sending material to, *we* will assume, unless *you* tell *us* otherwise, that your arrangements are sufficiently secure and confidential to protect your interests.
- 20.2 The Internet is not secure and there are risks if *you* send sensitive information in this manner or *you* ask *us* to do so. Data *we* send by email is not routinely encrypted, so please tell *us* if *you* do not want *us* to use email as a form of communication with *you* or if *you* require data to be encrypted.
- 20.3 *We* will take reasonable steps to protect the integrity of *our* computer systems by screening for viruses on email sent and received. *We* expect *you* to do the same for your computer systems. Neither *you* nor *we* shall have any liability to each other in respect of any claim or loss arising in connection with such a virus or defect in an electronic communication other than where such claim or loss arises from bad faith or wilful default.
- 20.4 It is very unlikely that *we* will change *our* bank account details during the course of your matter. In any event, *we* will never contact *you* by email to tell *you* that *our* details have changed. If *you* receive any communications purporting to be from this firm, that *you* deem suspicious or have any concerns about (however slight), please contact *our* office straightaway.

## **21 File auditing and vetting**

- 21.1 The firm may become subject to periodic audits or quality checks by external firms, companies or organisations. This could mean that your file is selected for checking. It is a specific requirement imposed by us that these external firms, companies or organisations fully maintain confidentiality in relation to any files and papers which are audited/quality checked by them. Please indicate if you are not happy for your file to be selected for file auditing and vetting.

## **22 Referrals to third parties**

- 22.1 If *we* recommend that *you* use a particular firm, agency or business, *we* shall do so in good faith and because *we* believe it to be in your best interests. However, if that particular firm is not another firm of solicitors, then *you* will not be afforded the regulatory protection of the Solicitors Regulation Authority (SRA), the SRA's Codes of Conduct and SRA Indemnity Insurance Rules, nor shall *you* be entitled to the benefit of the SRA Compensation Fund.
- 22.2 All services provided us are regulated by the SRA and covered by Solicitors Regulation Authority (SRA), the SRA's Codes of Conduct and SRA Indemnity Insurance Rules, nor shall you be entitled to the benefit of the SRA Compensation Fund.

## **23 Outsourcing**

- 23.1 Sometimes *we* may outsource part of our work to other companies or people to carry out typing, photocopying, conduct searches, and serve documents on our files to help us deliver efficient, cost effective legal services. *We* will always seek a confidentiality agreement with these outsourced providers. For information on outsourcing in relation to your personal data, please see the Privacy Policy on our website <https://mandksolicitors.com/>.
- 23.2 External organisations such as the Information Commissioner's Office or Lexcel auditors and the SRA may conduct audit or quality checks on our practice from time to time. They may wish to audit or quality check your file and related papers for this purpose. *We* will require that these external organisations maintain confidentiality in relation to any files and papers which are audited or quality checked.
- 23.3 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.

## **24 Prevention of money laundering and terrorist financing**

- 24.1 *We* are professionally and legally obliged to keep your affairs confidential. However, *we* may be required by law to make a disclosure to the National Crime Agency where *we* 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.
- 24.2 *We* will not accept any liability for any loss caused to *you* or any other party as a result of *our* refusal to proceed with a matter or transaction or otherwise complying with *our* legal obligations.
- 24.3 To comply with anti-money laundering and counterterrorist financing requirements, *we* are likely to ask you for proof of your identity and may conduct searches or enquiries for this purpose. *We* may also be required to identify and verify the identity of other persons such as directors or beneficial owners. If you or they do not provide us with the required information promptly, your matter may be delayed.
- 24.4 You agree that *we* may make checks using online electronic verification systems or other databases as *we* may decide.
- 24.5 You must not send us any money until *we* have told you that these checks have been completed.
- 24.6 *We* will not usually charge you for undertaking identification and verification checks, but *we* reserve the right to do so where the checks are likely to be significantly more time-consuming than *we* would normally expect.
- 24.7 *We* may ask you to confirm the source of any money you have sent us or will send us. If you do not provide us with that information promptly, your matter may be delayed.



24.8 Any personal data we receive from you for the purpose of preventing money laundering or terrorist financing will be used only for that purpose or:

24.8.1 with your consent, or

24.8.2 as permitted by or under another enactment.

## **25 Financial services**

25.1 *We* are not authorised by the Financial Conduct Authority. However, *we* are included on the register maintained by the Financial Conduct Authority so that *we* can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of *our* business, including arrangements for complaints or redress if something goes wrong, is regulated by the SRA. The register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk/register](http://www.fca.org.uk/register).

25.2 The Law Society is the designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation has been delegated to the SRA (the independent regulatory body of the Law Society), and responsibility for handling complaints has been delegated to the Legal Ombudsman. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of these bodies.

25.3 The limited regulated activities that *we* carry out are issuing certain insurance policies, such as after the event legal expenses insurance, defective title insurance and other property indemnity insurance (such as breach of covenant, absence of easement, lack of planning permission, unknown rights and covenants policies).

25.4 Any insurance policy arranged by *us* on your behalf, shall, in *our* opinion, be adequate to meet your needs, but *you* are hereby informed that *we* do not recommend any policy over and above any other and that it is your responsibility to check that *you* are satisfied with the excess levels, exclusions, limitations and other policy terms. *We* do not conduct a fair analysis of the insurance market prior to arranging insurance policies. *You* can request details of the insurance undertakings with which *we* conduct business at any time.

25.5 *You* must provide *us* with details of any relevant existing insurance policies *you* may have at the outset. *We* will not be liable to *you* for any losses *you* sustain as a result of your failure to provide *us* with such details.

## **26 Complaints**

26.1 *This firm* is committed to high quality legal advice and client care. If *you* are unhappy about any aspect of the service *you* have received, please contact Ashrat Khan, who is a Partner at *this firm* on 01582 732 503 or [ashratkhan@mandksolicitors.com](mailto:ashratkhan@mandksolicitors.com) or by post to *our* Luton office. *We* have a procedure in place which details how *we* handle complaints which is available on our website <https://mandksolicitors.com/>

26.2 *We* have 21 days weeks to consider your complaint. If *we* have not addressed it within this time, *you* may complain to the Legal Ombudsman.

26.3 If *you* are not satisfied with *our* handling of your complaint, *you* can ask the Legal Ombudsman to consider the complaint. The Legal Ombudsman is a statutory body to whom you may refer your complaint once we have concluded our professional obligation in trying to resolve the matter. The time limits for referring a complaint to the Legal Ombudsman will be not later than:

- One year from the date of the act or omission being complained about; or
- One year from the date when the complainant should have realised that there was cause for complaint.

26.4 As well as *your* right to complain about any of our bills under our complaint's procedure, *you* can also apply for the bill to be assessed by the court under Part III of the Solicitors Act 1974, in which case the Legal Ombudsman may not consider your complaint.

26.5 *You* should be aware that, when your complaint relates to a bill, the Legal Ombudsman will not consider your complaint while your bill is being assessed by a court.

26.6 A complainant to the Legal Ombudsman must be one of the following:

- a) An individual;
- b) A micro-enterprise as defined in European Recommendation 2003/361/EC of 6 May 2003 (broadly, an enterprise with fewer than 10 staff and a turnover or balance sheet value not exceeding €2 million);
- c) A charity with an annual income less than £1 million;
- d) A club, association or society with an annual income less than £1 million; or
- e) A trustee of a trust with a net asset value less than £1 million; or a personal representative or the residuary beneficiaries of an estate where a person with a complaint died before referring it to the Legal Ombudsman.

26.7 Legal Ombudsman Contact Details:

- a) Address: PO Box 6806, Wolverhampton, WV1 9WJ
- b) Telephone: 0300 555 0333
- c) Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)
- d) Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)
- e) *The firm* is committed to ensuring that all Partners, Directors, Members, Consultants and Employees give their full co-operation to the Legal Ombudsman in the event of any dispute or complaint against *the firm*.

26.8 In addition to the Legal Ombudsman, the 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. However, the SRA are not able to deal with issues of poor service.

26.9 Solicitors Regulation Authority Contact Details:

- a) Address: The Cube, 199 Wharfside Street, Birmingham, B1 1RN
- b) Telephone: 0370 606 2555
- c) Email: [report@sra.org.uk](mailto:report@sra.org.uk)
- d) Website: [www.sra.org.uk](http://www.sra.org.uk)

## **26.10 Exclusions**

We shall not be obliged to comply with our complaint's procedure in relation to any Dispute in which we seek: -

- 26.10.1 an order or award (whether interim or final) restraining you from doing any act or compelling you to do any act; or
- 26.10.2 a judgment or award for a liquidated sum to which here is no arguable defence (provided that the exception shall cease to apply and the Dispute may be referred to arbitration on the application of either party if the court decides that you should have permission to defend the claim); or
- 26.10.3 the enforcement of any agreement reached or any binding order, award, determination or decision made pursuant to our complaints procedure, nor shall anything in this paragraph inhibit us at any time from serving any form of demand or notice or from commencing or continuing with any bankruptcy, winding up or other insolvency proceedings.

## **27 Alternative Dispute Resolution (ADR)**

- 27.1 Alternative complaints bodies such as *ProMediate* (<http://www.promediate.co.uk/>) and *Small Claims Mediation* ([scmreferrals@hmcts.gsi.gov.uk](mailto:scmreferrals@hmcts.gsi.gov.uk)/ 0300 123 4593) exist which are competent to deal with complaints about legal services should both *you* and our firm wish to use such a scheme.
- 27.2 Please contact us if you would like to use an alternative complaints body as both you and our firm must agree on a body before a complaint can be referred to an alternative complaints body.

## **28 Your affiliates**

- 28.1 Our client is only the person or entity designated in our Client Care Letter, and not its affiliates (whether shareholders, parent, subsidiaries, partners, members, directors, officers or otherwise). Accordingly, for conflict-of-interest purposes, we may represent another client with interests adverse to your affiliates. Our engagement by you does not create any rights in or liabilities to any of your affiliates.

## **29 Commercial conflicts**

- 29.1 You will not attempt to prevent us from acting for other clients, including clients whom you consider to be your competitors, on matters in which you may have an interest but have not instructed us in relation to. This includes but is not limited to acting in relation to matters where you and/or your affiliates are involved.

### **30 Force majeure**

30.1 We shall not be liable to you if we are unable to perform our services as a result of any cause beyond our reasonable control.

### **31 Severability**

31.1 If any provision in these terms of business or our accompanying Client Care Letter is or becomes invalid, illegal or unenforceable then it shall, to the extent required, be severed and shall be ineffective and the validity of the remaining provisions shall not be affected in any way.

### **32 Termination**

32.1 *You* may end this *contract* (and therefore, your instructions to *us*) at any time by writing to *us* by post or email. However, *we* may be entitled to keep all of your documents and deeds while there is money owing to *us* (including charges and disbursements which have not yet been billed).

32.2 *We* may end this *contract* (and therefore cease acting for *you*) in relation to any matter or all of your matters. *We* will only do this where *we* believe *we* have a good reason and upon informing *you* in writing. Examples of a good reason include where *you* have not given *us* sufficient instructions, where *you* have not provided appropriate evidence of identification or where *we* reasonably believe that the relationship between *you* and *us* has broken down.

32.3 If your matter does not conclude, or *we* are prevented from continuing to act because of *our* legal obligations or professional rules, *we* will charge *you* for any work *we* have actually done. *Our* charges will be based on *our* hourly rates applicable at that time (and where a fixed fee has been agreed, the charges will not exceed that fixed fee).

32.4 If *we* cease acting for *you*, *we* shall (where relevant) inform the court or tribunal that *we* no longer act for *you* and shall apply to be removed from their records. *We* may charge *you* for doing so at *our* hourly rates applicable at that time.

32.5 If *we* do have to cease acting for *you*, to the extent permitted my law and our professional obligations *we* will explain your options for pursuing the matter and will work with you to minimise disruption to your matter or matters.

32.6 In any event we will be considered to have ceased acting for you:

- a) upon our completion of the specific services that you have retained us to perform, or
- b) when more than three months have elapsed from the last time we furnished any billable services to you.

32.7 The fact that we may inform you from time to time of developments in the law which may be of interest to you, by email, newsletter or otherwise, should not be understood as a revival of a lawyer-client relationship. We have no obligation to inform you of such developments in the law unless we are specifically engaged to do so.

32.8 On early termination, by either you or us, you will remain liable to pay all fees and expenses incurred before termination and due under our contract or due on the basis of time spent at our usual hourly rates, whichever is a less, together with any further fees and expenses for work necessary to transfer our files to another advisor of your choice. All our rights set out in these terms shall continue to apply even if we terminate our contract.

### 33 Cancellation rights

33.1 If you are an individual *consumer* (and not a business entity) and if *our contract* with you is a '*distance contract*' or an '*off premises contract*', you have the right to cancel this *contract* within 14 days from the day of the *conclusion of the contract* (the '*cancellation period*'). This right exists in accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Please refer to clause 2 for key definitions.

33.2 This right will typically exist where *we* take instructions from *you* outside of our offices, for example during a visit to *you*, or by a means of distance communication such as over the telephone or by email. However, if *you* are unsure whether these cancellation rights apply to *you*, please contact *us* immediately upon receipt of *these terms*.

33.3 Please refer to the cancellation notice at the end of *these terms* for further information about your right to cancel and the conditions attached to the same.

33.4 **Where cancellation rights apply under these regulations, we will not start work on your file for 14 days from the day of the *conclusion of the contract* because the regulations prevent us from doing so unless you instruct us otherwise. If you would like *our service* to start within 14 days of the day of the *conclusion of the contract*, please mark the relevant box under the Instructions for Cancellation notice below stating your wishes and return a copy to *us*.**

33.5 By signing and returning the Client Care Letter, you are agreeing that we can start work straight away before the end of the cancellation period and expend your funds paid on account for disbursements. Please also note that if we commence working your instructions before the end of the 14-day period, you will be liable to pay us for any work done prior to any subsequent cancellation. If you have authorised us to commence work early, your right to cancel is lost if all the work is completed before you cancel. These charges will be applied on the same basis as set out in clause 10 of these terms and where a fixed fee has been agreed, the charges will not exceed that fixed fee.

### 34 Applicable law

34.1 *These terms* and your Client Care Letter shall be governed by and interpreted in accordance with English law. Any disputes or claims concerning this contract and any matters arising from it shall be dealt with only by the courts of England and Wales.

34.2 If any provision of this *contract* is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this *contract* which shall remain in full force and effect.

## **35 Lien on costs**

35.1 Where on completion of your matter we are holding any original documents for you including your case file, letters, documents, books, certificates or official documents, personal or official, we reserve the right to exercise our lien in respect of any unpaid costs, vat and/or disbursement due. This means that we will not hand the original documents to you unless our outstanding charges or any disbursements plus vat are paid in full. If you or any person would like us to forward a copy of your file or any documents on the file, we will require our copying and postal/delivery charges plus the fee for the time of any fee earner in preparing the file for copying or to be transferred to be paid in full and in advance.

35.2 Where we are holding money on your client account, and we have to pay for a disbursement we will withdraw money from your client account to make the payment. If we have to bill you on an hourly basis for any work, and we are holding money for you on client account, on this file, or any other file, we will withdraw money from client account to meet the amount of our bill.

35.3 Disbursements, being sums we have to pay to others in connection with your case such as search fees, expert fees, court fees, courier fees, travel fares etc. are charged to you at cost and are not part of your fixed agreed fee unless we say otherwise. Our normal policy is to require such payments in advance before incurring the liability. You will have to pay for all disbursements incurred on your behalf.

## **36 Intellectual Property Rights**

### **36.1 Copyright**

We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing the services (including know-how and working materials as well as final documents). We now grant you a non-exclusive, non-transferable, non-sub licensable licence to use such documents or other works solely for the Matter to which the services of developing or generating them relate and not otherwise. If you do not pay us in full for our services in relation to that Matter we may, on giving you notice, revoke that licence and only re-grant it to you once full payment has been made.

### **36.2 Opinions from Barristers and other Third Parties**

36.2.1 We may retain, for our subsequent use, a copy of the advice or opinion of any barrister or other third party given in written form (or any note of any advice or opinion) obtained in the course of providing the Services. Any barrister or other third party will be instructed on the basis that any such advice or opinion will be so retained.

36.2.2 If we retain a copy of any advice or opinion in this manner, we will take all reasonable steps to conceal information (such as names, addresses or descriptions) which might reasonably enable you to be identified.

## **37 Joint Instructions**

37.1 Where we agree to work on a Matter for more than one client jointly, the rights and obligations of the joint clients to us in relation to the services will be several (save for obligations to pay money to us, which will be joint and several).

37.2 Each joint client irrevocably permits us to disclose to any other of the joint clients at any time any information which we would otherwise be prohibited from so disclosing by virtue of our duty of confidentiality. If any joint client ends this permission during the provision of the relevant services, or if a conflict of interest otherwise arises between joint clients, we may suspend or terminate the provision of services related to that Matter to one or more of the joint clients.

37.3 If any joint client asks us to transfer documents, we will deliver Your Documents to, or to the order of, the joint client who delivered them to us. We will retain any documents held for you and will supply copies to each joint client, making the originals available at one of our offices for inspection by any joint client on reasonable prior written notice.

## **38 Deadlines**

38.1 We will try to meet any deadline we agree with you for the performance of any Services but, unless we agree otherwise in writing in relation to any time, date or period for delivery or performance by us, time shall not be of the essence.

## **39 Proportionate Liability**

39.1 If you accept or have accepted any express exclusion and/or limitation of liability from any of your other professional advisers, our total liability to you arising out of the Services will not exceed the net aggregate of the amount for which we would otherwise have been liable after deducting any amount which we would have been entitled to recover from such adviser as a matter of law whether pursuant to statute or otherwise, but are prevented from doing so as a result of any such exclusion and/or limitation of liability.

## **40 Exceptions**

40.1 Nothing in this agreement exempts us from liability arising from our fraud or reckless disregard of our professional obligations; or from our negligence resulting in death or personal injury; or where, in the case of a contentious business agreement, law or regulation prohibits the exclusion of such liability.

## **41 Disclaimers**

### **41.1 Tax**

41.1.1 We are not generally qualified to advise you on the tax implications of transactions you instruct us to carry out, or the likelihood of them arising, however in certain circumstances such as in relation to inheritance tax and capital gains tax we may do so.

### **41.2 Planning in property transactions**

41.2.1 We will not advise you on the planning implications of your proposed purchase, unless specifically requested to do so by you, otherwise than by reporting to you on any relevant information provided by the results of the "local search".

### **41.3 Other property disclaimers / Environmental**

- 41.3.1 It is not our responsibility to carry out a physical inspection of the property nor advise on the valuation of the property nor the suitability of your mortgage nor any other financial arrangements. We shall not advise generally on environmental liabilities where we shall assume, unless you tell us to the contrary, that you are making your own arrangements for any appropriate environmental survey or investigations.
- 41.3.2 We may, however, need to obtain on behalf of your lender, at your expense, an environmental search. However, we will not advise you about any issues relating to the possible contamination of any land which may be relevant to your purchase. We have to tell you that we are not qualified to advise on the results of any search made in that respect and would only be able to report to you the actual results of such a search.
- 41.3.3 If we are instructed on purchase and we are also acting for your proposed lender, we have a duty to fully reveal to your lender all relevant facts about the purchase and the mortgage. This includes any differences between your mortgage application and information we receive during the transaction, any cash back payments or discount schemes that a seller is giving to you.

### **42 Legal Aid**

- 42.1 We do not undertake publicly funded work ("Legal Aid") but it is important that you are aware of it. Legal Aid is not necessarily free. Legal costs may have to be paid out of any assets or cash recovered or protected. You may be required to pay a contribution. For further information go to the Legal Aid Agency website: [www.justice.gov.uk/legal-aid](http://www.justice.gov.uk/legal-aid) or telephone them directly on 0300 2002020.

### **43 Notices**

- 43.1 Any notice or other communication required to be given by either you or us in connection with these terms of business or the contract for the provision of Services generally shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service at our address as set out in these terms of business or to your last known address (as appropriate) or sent by fax to the other party's main fax number.
- 43.2 Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address, or if sent by fax, at 9.00 am on the next Working Day after transmission, or otherwise at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service.
- 43.3 This clause 43 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall not include e-mail.

### **44 Green Deal Scheme**



- 44.1 The Green Deal Scheme is a government driven initiative to allow for a loan to be provided on a property for the improvement of its energy efficiency. The loan is repayable on a monthly basis, in conjunction with the power bills on the property. The loan will run with the property unless it is repaid on the sale or transfer of the property.
- 44.2 The seller(s) of the property are required, by law, to disclose the existence of any Green Deal loan on the property they are selling, or they may become liable for repaying the outstanding debt, even after they have sold the property.
- 44.3 The Estate Agent/Seller must disclose the existence of a Green Deal loan agreement prior to a sale being agreed. If the property is being sold at auction, the existence of a Green Deal loan agreement should be disclosed before the winning bid is made.
- 44.4 The purchaser on a normal sale should be given an EPC showing the Green Deal improvement or an EPC and a disclosure document showing details of the work carried out under the Green Deal Scheme. This disclosure document will be provided by the energy provider on completion of the work as well as details of the repayment amount, the unexpired term of the loan and details of the loan provider.
- 44.5 Disclosure of the Green Deal loan must be made at least 7 days prior to exchange of contracts and the Transfer Deed must contain the Purchaser's acknowledgement that they have received notice that the property is a Green Deal property.
- 44.6 Whilst there are no charges, restrictions, notices or cautions registered when a property is a Green Deal property, the mortgage lender must be notified of the existence of the Green Deal loan because the borrower / new property owner is taking on another loan which runs with the property.
- 44.7 If this applies to you, we will ask you to sign and return the Declaration and Agreement Section of the Client Care Letter we send to you confirming your authority for us to make any such disclosure to your mortgage lender.
- 44.8 Please note that we offer no guarantees/warranties in relation to the extent and nature of any works undertaken under the Green Deal Scheme. It is your responsibility to ensure that you have satisfied yourself as to the extent, nature and repayment provision of any such works undertaken in accordance with the Green Deal Scheme.
- 44.9 We would recommend that all Green Deal loans be repaid by the seller on completion of the property transaction, as the value of the property will undoubtedly have already taken into account the work undertaken under the Green Deal loan.

## **45 Law Society Conveyancing Protocol**

- 45.1 You agree for us to provide information to other parties in accordance with Law Society Conveyancing Protocol.

## **46 Cyber Crime Warning**

- 46.1 You may have read in the press of attempts by criminals to deceive clients of law firms into paying money into a bank account that is not the firm's own account. We rarely, if ever, as a matter of normal business practice, change our bankers or bank details. We

will notify you of our account details by letter sent by post, by fax if you have the facility to receive them or by telephone.

46.2 We take cyber security very seriously and we know that emails can be intercepted and used illegally by fraudsters. If we provide details of our bank account to you by email, please ensure that you verify such details by speaking to the person who is dealing with your matter or a member of our accounts team.

46.3 Please also note that we will NEVER advise you of a change in our bank details by email. For your cyber safety, if you receive such an email please speak to us immediately. We cannot accept responsibility for your actions if you send money to an incorrect account.

46.4 If we receive any communication from you informing us of a change to your account details or instructions for payment, we will not make any payment until we have been able to confirm those instructions directly with you.

## 47 Instructions for Cancellation

**These instructions for cancellation only apply where clause 33 of the Terms of Business applies.**

### ***Right to cancel***

*You* have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, *you* must inform us, M & K Solicitors by fax on **01582 732 533** or by email to [ashratkhan@mandksolicitors.com](mailto:ashratkhan@mandksolicitors.com) of your decision to cancel this contract by a clear statement (e.g., a letter sent by post, fax or e-mail). *You* may use the attached 'Cancellation Form', but it is not obligatory.

To meet the cancellation deadline, it is sufficient for *you* to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

### ***Effects of cancellation***

If *you* cancel this contract, *we* will reimburse to *you* all payments received from *you*, including the costs of delivery (except for the supplementary costs arising if *you* chose a type of delivery other than the least expensive type of standard delivery offered by us).

*We* will make the reimbursement without undue delay, and not later than 14 days after the day on which *we* are informed about your decision to cancel this Contract.

*We* will make the reimbursement using the same means of payment as *you* used for the initial transaction, unless *you* have expressly agreed otherwise; in any event, *you* will not incur any fees as a result of the reimbursement.

If *you* requested to begin the performance of services during the cancellation period, *you* shall pay us an amount which is in proportion to what has been performed until *you* have communicated to us your cancellation from this Contract, in comparison with the full coverage of the contract.

