

# TERMS OF BUSINESS

Issue Date: 02 December 2021

Effective Date: 02 December 2021

## Index

<p>1. <a href="#">Introduction</a> 2</p> <p>2. <a href="#">Service Standards</a> 2</p> <p>3. <a href="#">Responsibilities</a> 2</p> <p>4. <a href="#">Hours of Business</a> 2</p> <p>5. <a href="#">Compulsory layer of professional Indemnity</a> 2-3</p> <p>6. <a href="#">Avoidance of Discrimination &amp; Promotion of Equality &amp; Diversity</a> 3</p> <p>7. <a href="#">Data Protection</a> 3</p> <p>8. <a href="#">After completion of transaction</a> 3</p> <p>9. <a href="#">Outsourcing work</a> 3</p> <p>10. <a href="#">Vetting of files and Confidentiality</a> 3-4</p> <p>11. <a href="#">Third Parties</a> 4</p> <p>12. <a href="#">Limiting Liability</a> 4</p> <p>13. <a href="#">Applicable Law</a> 4</p> <p>14. <a href="#">Terminating the retainer</a> 4-5</p> <p>15. <a href="#">Our charges and expenses</a> 5</p> <p>16. <a href="#">High Value Matters</a> 5</p> <p>17. <a href="#">Fixed Fees</a> 5</p> <p>18. <a href="#">VAT, Expenses &amp; Disbursements</a> 5</p> <p>19. <a href="#">The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013</a> 5-6</p> <p>20. <a href="#">Payment of Fees</a> 6-7</p> <p>21. <a href="#">Court Proceedings</a> 7</p> <p>22. <a href="#">Your Costs</a> 7</p> <p>23. <a href="#">Other Party's Costs &amp; Expenses</a> 7</p> <p>24. <a href="#">"No Win, No Fee" Agreement</a> 7</p>	<p>25. <a href="#">Legal Aid Agency</a> 7</p> <p>26. <a href="#">Statutory Charge &amp; Public Funding</a> 7-8</p> <p>27. <a href="#">Family Cases</a> 8</p> <p>28. <a href="#">Case Strategy</a> 8</p> <p>29. <a href="#">Conflict of Interest</a> 8</p> <p>30. <a href="#">Conduct of Business Rules</a> 8</p> <p>31. <a href="#">Client Due Diligence in relation to money laundering and terrorist financing</a> 8</p> <p>32. <a href="#">Unencrypted Emails and Faxes</a> 8</p> <p>33. <a href="#">Making a Disclosure</a> 8-9</p> <p>34. <a href="#">Where we are acting in a Mortgage</a> 9</p> <p>35. <a href="#">Mortgage Fraud</a> 9</p> <p>36. <a href="#">Introductions &amp; Referrals</a> 9</p> <p>37. <a href="#">Payment of Commissions</a> 9</p> <p>38. <a href="#">Payment of Interest</a> 9</p> <p>39. <a href="#">Financial Arrangements with Clients</a> 9-10</p> <p>40. <a href="#">Financial Conduct Authority</a> 10</p> <p>41. <a href="#">Providing exempt Insurance Mediations</a> 10</p> <p>42. <a href="#">Complaints with regards to Financial Services</a> 11</p> <p>43. <a href="#">Complaints Procedure</a> 11</p> <p>44. <a href="#">Swedish Deposit Guarantee Scheme</a> 12</p> <p>45. <a href="#">Consumer Protection Regulations</a> 12-13</p> <p>46. <a href="#">Criminal Finances Act 2017</a> 13</p> <p>47. <a href="#">Future Instructions</a> 13</p> <p>48. <a href="#">Contact Details</a> 13</p>
---	--

## 1. Introduction

1.1 This document sets out the terms and conditions on which you instruct us to act as your solicitors and on which we accept your instructions. Any advice given will be in conformity with the details set out in the Legal Representation paragraph of our Client Care letter sent to you.

## 2. Service Standards

2.1 The following Service Standards apply:

i) We will update you regularly about your matter by way of various communications i.e. by way of telephone, in writing, or by electronic means such as email and will endeavour to use whichever form of communication you would prefer although this may not always be possible.

ii) We will communicate with you in plain language.

iii) Deal with your queries promptly, for example we will always try to return your phone calls on the same day.

iv) We will explain to you, normally by telephone or in writing, unless we feel a face to face meeting would be preferable, the legal work required as your matter progresses.

v) We will update you on the on the cost of your matter regularly, normally at six monthly intervals unless we have agreed with you alternative intervals.

vi) We will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances.

vii) Advise if you legal aid or any other financial assistance might be available to you.

viii) We will update you on the likely timescales for each stage of this matter and any important changes in those estimates.

ix) We will continue to review whether there are alternative methods by which your matter can be funded.

## 3. Responsibilities

3.1 Both you (the client) and us as your legal advisors have respective responsibilities and these include:

- i) Our responsibilities to you:
  - a) Represent your interests and keep your business confidential.
  - b) We will review your matter regularly.
  - c) We will advise you of any changes in the law.
  - d) We will advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter.
- ii) Your responsibilities to us:
  - a) You will provide us with clear, timely and accurate instructions.
  - b) You will disclose to us all information which is necessary and reasonably relevant too your matter and ensure that all information is, and will be, true and accurate and not misleading.
  - c) You will advise us as soon as possible if you become aware of anything which is inconsistent with any of the information previously disclosed or which renders any previous information untrue, inaccurate or misleading.
  - d) You will provide all documentation required to complete the transaction in a timely manner.
  - e) You will safeguard any documents which are likely to be required for discovery.

## 4. Hours of Business

4.1 Our office hours are 9am to 5pm Monday to Friday. However the Practice appreciates that it is sometimes more convenient for a client to meet outside office hours and therefore, if requested, we will endeavour to accommodate an appointment out of normal hours.

## 5. Compulsory layer of Professional Indemnity Insurance

5.1 All legal practices are obliged to have in place professional indemnity insurance. Henriques Griffiths LLP's cover is arranged by QBE Insurance (Europe) Ltd under Policy Number Y137121QBE0120A and whose Head Office is situated at Plantation Place, 30 Fenchurch Street, London, EC3M 3BD and covers all work undertaken by the Practice within England and Wales. The limit of our policy is £3,000,000 unless we expressly state a higher amount in the letter accompanying these Terms of Business.

## 6. Avoidance of Discrimination and Promotion of Equality and Diversity

6.1 Henriques Griffiths LLP is committed to promoting equality and diversity in all of its dealing with clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity Policy.

## 7. Data Protection

7.1 You have a series of rights outlined under Data Protection legislation over how your personal data is used, including erasure in specific circumstances. However, we may not always be able to agree with the exercise of such rights, as often your personal data remains necessary in relation to the purpose for which it was originally collected and processed. Further information is available in our Privacy Policy, a copy of which accompanies these Terms of Business, is available on request [or can be viewed on our website at any time].

### 7.2 What personal information we process

The categories of personal data we process include general personal data (which includes normal personal data, personal identity, email addresses and personal financial data) and special categories of personal data if these have been voluntarily provided to us (which includes ethnicity, nationality and medical history).

### 7.3 How we use your personal information

When your file is open, the personal data is necessary in relation to the purpose for which it was originally intended. We process your personal information to fulfil our contract with

you, or where you or we have a legitimate interest in doing so, where otherwise permitted by law, or to comply with applicable law and regulation. We use your personal information for:

- Service provision and internal processing (i.e. to assess and/or provide and to service your matter).
- Management of relationship (e.g. to develop your relationship with us).
- Resolving queries.
- Training and service review (e.g. to help us enhance our services and the quality of those services).
- Statistical analysis (e.g. to help us enhance our products and services or delivery channels to keep costs down).
- Complying with legal obligations (e.g. to prevent, investigate and prosecute crime, including fraud and money laundering).

When your matter is completed and / or your file is closed, we may still process your personal information where we have a legitimate interest in doing so, where we are permitted by law, or to comply with applicable laws and regulation.

Examples of such instances will include:

- Complying with legal obligations for statutory and regulatory requirements including for example, HMRC Returns, complaint handling, anti-money laundering, reporting to our regulatory body – the Solicitors Regulation Authority;
- Archiving and Storage of your file for the periods outlined in our Retention Policies. (Archiving and Storage of personal data is still classed as a processing activity even though it is not being regularly accessed and remains securely locked away); and
- Our legitimate interests to conduct conflict of interest checks, statistical analysis and research to help us enhance our products and services.

### 7.4 How We Share Your Information

- We may share your personal data with a range of organisations which enable us to fulfil our contract with you, or where we have legitimate interests to do so, or otherwise are required by applicable law and regulation. We can provide more details specific to your personal data on request.

- For further information on how we use your data please see our Privacy Policy which is available on request or on our website.
- If you have any concerns in the handling of your personal data, please contact our Data Protection Manager, Esme Avery.

You have a right to complain to the Information Commissioner's Office (<https://www.ico.org.uk>), which regulates the processing of personal data. You may also seek a judicial remedy.

## 8. After Completion of Transaction

8.1 After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.

8.2 Once all fees and expenses have been settled, we will return any of your papers which you request be returned to you and we will then either retain and archive the remainder of your physical file, normally for six years, but in some cases it may be kept longer, for example purchase files are kept for 17 years and then we have the right to destroy the file or alternatively we may archive your file into electronic format and immediately destroy the paper file. File notes made by us will always belong to us.

8.3 We will not destroy documents you ask us to deposit in safe custody, but we reserve the right to charge.

8.4 We presently provide a free safe custody service to clients in respect of Wills, Lasting and Enduring Powers of Attorney. If our current policy changes, so that we are required to make a charge, we will give you advance notice to enable you to make other arrangements if you wish.

8.5 If we have to retrieve papers or documents from storage we may make a charge for such retrieval. Our current charge is £50 plus VAT. If we propose to make a charge, we shall tell you what this is. We may also make a charge, based on time spent, for producing stored papers or documents to you or another at your request. We may also charge for reading correspondence or other work necessary to comply with the instructions given by you or another on your behalf.

## 9. Outsourcing of work

9.1 Whilst it is uncommon, there is the possibility that sometimes we may need to ask other companies or people to do work on our files to ensure such work is done promptly. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

## 10. Vetting of files and confidentiality

10.1 Information passed to us is kept confidential and will not be disclosed to third parties except where external firms or organisations may conduct audit or quality checks on our Practice in relation to Regulatory Compliance and in respect of various accreditations which have been awarded to the Practice, these being:

- i) Children Law
- ii) Conveyancing Quality
- iii) Family Law
- iv) Family Law Advanced
- v) Lexcel

10.1.1 These external firms or organisations are required to maintain confidentiality in relation to your files and you are at liberty to request that your file is not audited by such organisations.

10.2 We will deal with your information in accordance with our legal obligations under the Data Protection Act – see point 7 of these terms of business.

10.3 There are exceptions however to our confidentiality process and one example of this is where if we know or suspect that a criminal offence has been, is about to be, or will be, committed by any person (whether that be you or any other person connected directly or indirectly with your matter). In any such case we may become obliged by law or Court Order to report information that we obtain about your case (e.g. under the Police and Criminal Evidence Act 1984, the Proceeds of Crime Act 2002, or the Money Laundering Regulations 2017).

10.4 If we have to make any report as referred to above, we shall not be under any obligation to tell you that we have or intend to make such a report, to inform you may mean that we commit an offence ourselves.

10.5 Nothing in this agreement shall prohibit you or us from disclosing confidential information to professional advisers or Insurers or to a third party in the proper performance of your and our respective rights and obligations under these terms of business.

10.6 We will assume that we have your authority to pass on relevant information to your estate agent when acting in relation to a conveyancing matter and other parties in the conveyancing chain.

10.7 Please also note when acting in a conveyancing transaction we may be required to disclose the contents of your file to your lender for whom we may also be acting.

10.8 Nothing in this agreement shall prohibit us from using techniques, ideas and other know-how gained in the performance of your matter in other client work, provided that this does not result in a breach of our professional obligations to you.

## **11. Third Parties**

11.1 None of the provisions of this Agreement are intended to, or will operate to confer any benefit, (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to this Agreement.

## **12. Limiting Liability**

12.1 Our liability to you for a breach of your instructions is set out in our client care letters and is therefore not set out in specific detail in these Terms of Business.

12.2 Should you decide to make a claim against us, such a claim must be issued against us in a court of law within a maximum period of three years following delivery of our final invoice on the matter concerned.

12.3 As Henriques Griffiths LLP is a Limited Liability Partnership, limitations on personal liability for the members, directors and employees of the Practice also apply.

12.4 Should you require any further information in respect of our limited liability please contact us.

12.5 We can only limit our liability to the extent that the law allows. In particular we cannot limit our liability for death or personal injury caused by our negligence.

## **13. Applicable Law**

13.1 Any dispute or legal issue arising from our Terms of Business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh Courts.

## **14. Terminating the retainer**

14.1 You are entitled to terminate this Agreement at any time. Upon termination, we are entitled to retain all your papers and documents, until such time as all money owing to us for our charges and expenses has been paid.

14.2 We may decide to stop acting for you, and where this occurs we will give you reasonable notice where it is possible to do so. There may be any one of a number of reasons why we would wish to cease acting on your behalf, e.g. failure to pay an interim bill, failure to give us proper instructions, or your giving us information which we may be obliged to report to another person, contrary to your interests e.g. to a Lender in a conveyancing transaction.

14.3 If you or we terminate this Agreement, then you will be required to pay our charges and expenses incurred to the date of termination.

14.4 If we have agreed a fixed fee with you and the matter is not finished, the fees will be the lesser of the fixed fee (exclusive of VAT, disbursements and expenses) and a sum calculated by reference to the hours spent.

## **15. Our Charges & Expenses**

15.1 Primarily, our charges are based on the time we spend on your matter which is calculated in 6 minute units. Such time includes meetings with you and others, time spent travelling, considering, researching, drafting, preparing and working on papers and correspondence as well as the time taken in making and receiving telephone calls.

15.2 The hourly charge reflects the cost of overheads and from time to time it is reviewed, having regard to changes in salaries and other overheads. Our charges are communicated to you by way of our client care letters.

15.3 Our overheads include, in addition to staff salaries, such matters as the upkeep of a library, computer equipment, business rates, maintenance of offices, Law Society practising fees and professional indemnity insurance.

15.4 The hourly charge is reviewed in March of each year.

## 16. High Value Matters

16.1 Where there are complex Court proceedings, for example, probate, corporate, commercial and property transactions which involve substantial financial consideration or benefit, our fees may be calculated by reference not only to time spent but also by reference to value, thus reflecting the importance of the transaction, its urgency, its complexity and the added responsibility falling on the Practice. In such a matter, we will write to you separately if the high value element applies.

## 17. Fixed Fees

17.1 In some circumstances we can offer a fixed fee service and where this is available we will advise you of this and provide you with our Fixed Fee Service Terms and conditions which are supplementary to our standard terms and conditions.

17.2 We can decide whether or not to accept your case on a fixed fee basis and whether or not to continue to act for you on a fixed fee basis and this will be based on a number of criteria set out in our supplementary fixed fee terms and conditions.

17.3 If a fixed fee is agreed it will be confirmed in our initial client care letter to you. If you request us to carry out work which is beyond the initial fixed fee we will decide whether or not to act for you on a further fixed fee or if we cannot continue on such a basis we may be able to offer to continue to act for you at our hourly rate.

## 18. VAT, Expenses and Disbursements

18.1 VAT, expenses and disbursements are payable in addition to our charges, however calculated.

18.2 Henriques Griffiths LLP is registered for VAT under number 303099677 and

therefore VAT is payable at the rate for the time being in force which is presently 20%.

18.3 Examples of expenses include travelling expenses, photocopying charges and Bank transmission fees.

18.4 With regards to disbursements it is frequently necessary to incur payments on your behalf such as fees payable to the Court, Counsels' and Experts' fees, Stamp Duty and Search Fees, which you would need to pay us in advance.

## 19. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

19.1 Where we have offered to advise you and you have accepted that offer and given us instructions to act on your behalf and this agreement has taken place somewhere other than our offices, in most cases, this will be considered an "Off-premises" contracts or a "Distance Contract" (where there has been exclusive use of one or more means of distance communications) the above regulations provide that:

i) You have the right to cancel the contract with us without giving any reason within 14 days of the date of our Client Care letter.

ii) The cancellation period will expire after 14 days from the date of our Client Care letter. Should you sign and return the duplicate Client Care letter within the 14 day "cooling off" period you are agreeing to us beginning work immediately on your transaction and thereby you may incur costs which may not be refundable to you. Please see clause 19.5 for further details.

19.2 To exercise the right to cancel, you must inform us of your decision to cancel the contract by a clear statement (e.g. a letter sent by post, fax or email) to the address shown in clause 44 of these Terms of Business.

19.3 If preferred you can also fill in and submit our template cancellation form which can be accessed via our website at [www.henriquesgriffiths.com](http://www.henriquesgriffiths.com) and which may be submitted electronically. If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by email) without delay

19.4 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.

19.5 Effects of Cancellation:

i) If you cancel your contract with us we will reimburse to you all payments received from you subject to no work having been undertaken which you requested us to begin during the cancellation period and if this is the case you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from the contract, in comparison with the full coverage of the contract.

ii) We will make any reimbursement due to you without undue delay and not later than 14 days after the day we receive notification of your cancellation of the contract.

iii) We will make 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.

## 20. Payment of Fees

20.1 You will be required to make a payment on account of the charges and expenses which are expected to be incurred during the course of your matter and we will discuss this with you at regular intervals throughout the retainer.

20.2 Where we are acting in respect of a purchase we can only complete the purchase with cleared funds. This means that any cheques have to be paid into our account at least 7 days before the day of completion.

20.3 Where we are not acting in relation to a purchase payment is due immediately upon receipt of our invoice. We will charge you interest on the bill at 15% per year from the date of the bill if payment is not received immediately of the bill date and interest will be charged on a daily basis. The right is reserved to change the statutory rate if the Late Payment of Commercial Debts (Interest) Act 1998 is applicable.

20.4 Payment of bills may be made by debit and credit card up to the value of £500.

20.5 We will charge interest on any outstanding costs owed by you or your opponent and will retain the same from any monies received. This will not apply to Legal Aid cases.

20.6 If on completion of a transaction, there are sufficient funds available, we will deduct the amounts due to us before accounting to you, unless we have previously agreed to the contrary in writing.

20.7 If by completion we do not have sufficient cleared funds available to pay all costs and disbursements including our own fees, we reserve the right at our absolute discretion to decline to complete the transaction until we are in receipt of sufficient cleared funds.

20.8 In any matter, where payment of our invoice is overdue, we reserve the right to decline to undertake any further work on your behalf until we are in receipt of sufficient cleared funds and cleared funds on account of any charges and expenses that are estimated to be incurred for the duration of the matter. This will relate to all types of work.

20.9 Your legal rights in relation to our bills are explained at the bottom of each bill and you should read these rights carefully.

20.10 We are legally bound to inform you of any commission we receive from a third party for business referred to them by us in the course of dealing with your case. In conveyancing matters where commission is received on writing an indemnity policy we will offset our cost of writing the policy (not the premium) against the commission received and limit our charge to the commission received. In most cases the commission will be less than £20. If you wish us to account to you for the commission you will have to inform us on or before completion of your case.

20.11 We reserve the right to render interim invoices for our charges and expenses while the work is in progress and we will send our final bill on or after completion of the work. If requested by you, to help you budget for the transaction, we will send you interim invoices on a monthly, quarterly or other regular basis.

## 21. Court Proceedings

21.1 It is important if you are involved in Court proceedings, that you both check with us and check yourself whether your costs may be covered by other persons e.g. an employer or Trade Union. It is also important to check whether you may be covered by pre-purchased insurance for our costs and the other side's costs.

## **22. Your costs**

22.1 It is important, if you are a private client of Henriques Griffiths LLP, that you understand that you are responsible for the payment of our costs and expenses, irrespective of whether or not you are successful in your action.

22.2 In the event of a successful outcome to your action, you may be awarded costs from another party. The amount of those costs may be less than the amount of costs due to us. In other words, the other party may not be ordered to pay all your charges and expenses. We may be able to claim interest on the costs awarded and we will retain this interest to the extent that any of our charges are either outstanding or remain to be invoiced.

22.3 If the other party is legally aided from public funds it is unlikely that you will recover any of your costs and expenses even if you win the case.

## **23. Other Party's Costs and Expenses**

23.1 In some circumstances, the Court may order you to pay or contribute towards the other party's legal costs and expenses, for example, if you lose the case or an Application made during the case. These costs would be in addition to our costs and expenses.

23.2 We will have discussed with you whether our costs and expenses and the risk of you being ordered to pay the other side's costs might be covered by existing insurance, and if not, whether it would be advisable for you to have insurance to meet the costs and expenses of the other side, if you are so ordered by the Court.

## **24. "No Win, No Fee" Agreement**

24.1 In certain circumstances, we may offer you a Conditional Fee Agreement (CFA) or a Damages Based Agreement (DBA). If we agree to take on your case under a CFA or a

DBA, it will be necessary for you to enter into an additional form of agreement with us.

## **25. Legal Aid Agency**

25.1 We will have discussed with you whether Legal Aid via Public Funding is available to you in respect of your matter and whether you qualify for it. If you are eligible for Public Funding, you must read the section "Statutory Charge and Public Funding."

## **26. Statutory Charge and Public Funding**

26.1 If you have applied for and you are granted Public Funding, our costs will be met by the Legal Aid Agency (LAA). You may be required to pay a contribution, and you will be advised of this when you receive your offer. If the offer of Public Funding is accepted by you, then it is important that you are aware of the following:-

26.2 If you recover or preserve property, unless our costs have been paid in full by the other Party, or your case falls into one of the exempt categories, the LAA will claim from you the amount paid to us in costs. This is called the "Statutory Charge". Any contributions you have paid will be taken into account.

26.3 You have a duty to disclose a change of address or financial means to the LAA. If, at any time, you fail to co-operate with the LAA or fail to pay a contribution, you run the risk of having your Certificate revoked, with the result that you could be personally liable for the costs incurred to date.

## **27. Family Cases**

27.1 The LAA can reclaim the costs paid from your settlement.

27.2 If a property is transferred into your sole name, then the LAA will register a Charge against the property, representing the amount of costs paid on your behalf to us. The Charge operates like a mortgage, and repayment will only apply when you voluntarily sell your property. Interest at a variable rate is payable and the current rate is 8% per annum.

## **28. Case Strategy**

28.1 We will discuss with you how your case will be handled and agree a timetable, a reporting procedure and a fee structure or

estimate. The case strategy will be reviewed and may be changed in consultation with you.

## **29. Conflict of Interest**

29.1 We search our records to guard against conflicts of interest. We regret that where a conflict arises, we will be obliged to decline your instructions.

## **30. Conduct of Business Rules**

30.1 We are committed to providing you at all times with a high quality, friendly and efficient service to meet your needs. All our Partners and staff are aware of the need to keep our clients regularly informed of progress and to provide you with appropriate information on the issue involved at all relevant times.

30.2 If at any time you believe our service to you could be improved, or if you are dissatisfied with any aspect of our service, please raise the matter in accordance with our complaints procedure which is referred to in our client care letters and on our website and therefore is not dealt with under these Terms of Business. If further information is required in respect of this matter, please contact us.

## **31. Client Due Diligence in relation to Money Laundering and terrorist financing**

31.1 The law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money.

31.2 To comply with the law, we need to get evidence of your identity as soon as possible. Our normal practice is to verify your identity by obtaining documentation from you, details of which we will either discuss with you when taking your initial instructions or include in our client care letters but we reserve the right to engage the services of a third party search company to ascertain your identity if we deem it necessary and in such cases we will advise you separately to this Agreement as to who we intend to approach and the fee(s) for such searches. These fees will appear on your bill under expenses.

31.3 We may make searches about you at a credit reference agency who will supply us with credit information as well as information

from the Electoral Register. This information may also be used for debt tracing and the prevention of money laundering as well as for the management of your account and by entering into these Terms of Business with us you authorise us to make such searches against you.

31.4 If you cannot provide us with the specific identifications requested, we will need to discuss with you other ways to verify your identity.

## **32. Unencrypted emails and faxes**

32.1 From time to time, we may send information and/or documents concerning your matter to other authorised third parties. This information may be sent by telefacsimile or electronic mail (e-mail transmissions) and may be sent in an unencrypted format, that is to say it may be legible to unauthorised readers. Where Henriques Griffiths considers it appropriate to send letters or documents this way, you authorise us, by acceptance of these Terms of Business to do so.

## **33. Making a Disclosure**

33.1 Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to a statutory exception. Legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency (NCA).

33.2 Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor is required to make a money laundering disclosure. If this happens, we will not be able to inform you that a disclosure has been made or of the reasons for it because the law prohibits "tipping off". Henriques Griffiths LLP cannot be held responsible for any losses should a situation arise where we are inactive on a case due to an investigation.

## **34. Where we are acting in respect of a Mortgage**

34.1 Please note we do not give advice on the suitability of any mortgage produce which you have chosen.

## **35. Mortgage Fraud**

35.1 Where we are acting in a property transaction for both the lender and you as a purchaser, we have a duty to fully reveal to the lender all relevant facts about the purchase and mortgage which will include:

a) Any differences between your mortgage application and information we receive during the transaction

b) Any cash back payments or discount schemes that a seller is giving you.

### **36. Introductions and Referrals**

36.1 Where we have any financial relationship with an organisation regarding your matter we will report to you separately from this Agreement as to the terms of such a relationship i.e. whether we pay for them to refer your matter to us or whether we receive payment from them to provide you with a particular service and we will also advise as to whether or not you will be required to pay any third party for any services.

36.2 If you have been referred by an intermediary/introducer please note our advice and service will remain independent and subject to your instructions you are free to raise questions on all aspects of the transaction.

36.3 Despite any financial relationship with any third party, we will provide you with independent advice and you are able to raise questions with us about any aspect of your matter.

36.4 Any information you provide to us during your matter will not be shared with the third party with whom we have a financial relationship unless you agree.

### **37. Payment of commissions**

37.1 Should Henriques Griffiths LLP receive any commission as a result of dealing with your matter we will advise you of this and where the sum is over £20 we will account to you for this unless you have agreed to us keeping such sums. If commission regardless of amount relates to activities regulated by the FCA then we will advise you of this but in any event where commission is payable we will provide you with a separate written agreement from these Terms of Business.

### **38. Payment of interest**

38.1 Any money received on your behalf will be held in our Client Account with Handelsbanken and interest will be calculated and paid to you at the rate set by Handelsbanken in relation to our Client Account. That of course may change. The period for which interest will be paid normally runs from the date(s) when funds are received by us until the date(s) on the cheque(s) issued to you. The payment of interest is subject to certain minimum amounts and periods of time set out in our Payment of Interest on Client Account Policy, a copy of which can be supplied on request.

### **39. Financial Arrangements with clients**

39.1 Our Practice's policy is to only accept cash up to £500. Any higher sums must be paid by bank transfer or cheque.

39.2 If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.

39.3 Where we have to pay money to you, it will be paid by cheque or bank transfer or where the sum is £1 or less we reserve the right to forward the sum to you by way of postage stamps.

39.4 No sum will be paid in cash or to a third party unless there are exceptional circumstances and where it is authorised by a Partner.

### **40. Financial Conduct Authority**

40.1 We are not authorised by the Financial Conduct Authority. If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised to provide the necessary advice.

40.2 However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. Such work is regulated by the Law Society of England and Wales.

### **41. Providing exempt insurance mediation**

41.1 Whilst we are not authorised by the Financial Conduct Authority to advise on investments, we are registered on the Financial Services Register as an Exempt

Professional Firm (EPF) and our registration details can be accessed via the following website:

[www.fsa.gov.uk/register/epfMainSearch.do](http://www.fsa.gov.uk/register/epfMainSearch.do)

41.2 We are permitted to provide incidental services such as carrying 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 Solicitors Regulation Authority and the Legal Ombudsman.

41.3 The requirements of the Financial Conduct Authority are that when we arrange any insurance we need to advise clients about the range of insurers we have checked before recommending a particular policy and if it is not on a fair market analysis we must explain the basis upon which the recommendation has been made. Furthermore we are obliged to ensure that we check the suitability of any such policy for clients and notify them of this in a written "demand and needs statement" before the insurance is put in place.

41.4 To minimise the additional work involved we set out in these Terms of Business how we work in relation to providing insurance:

- a) When we select a policy we shall do so from one of the several indemnity insurers in whom we have confidence
- b) We will not necessarily choose the policy with the lowest premium. Much is likely to depend upon the speed and convenience with which the policy can be put in place. For example some insurers issue us with policies that we can write up and issue ourselves.
- c) You may take it however that we will only use insurers with whom we have an existing working relationship or any other whom we may be satisfied are satisfactory
- d) As regards the suitability of a policy for clients, if we identify a problem that cannot readily be overcome without putting such a policy in place we will inform you of that fact.
- e) We will only recommend that you put in place a policy that we consider necessary and sufficient to overcome the legal difficulty we have encountered.

## 42. Complaints with regards to Financial Services

42.1 The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman is the independent complaints-handling arm of the Law Society.

42.2 If you are unhappy with any investment or insurance advice you receive from us, you should raise your concerns with either the Solicitors Regulation Authority or the Legal Ombudsman.

## 43 Complaints Procedure

We hope you will have no complaint. To underline how seriously we take complaints, we have a set Complaints Procedure which can be summarised as follows (a copy of our full complaints procedure is available on request):

If you have any complaint or observation (good or bad) about our service, please let us know.

Raise any complaint first with the Fee Earner assigned to your matter, including any complaint about your bill.

If this does not resolve it satisfactorily, tell the Supervising Partner responsible for your case.

If this still does not resolve it satisfactorily, contact Mark Griffiths, the Partner nominated by the practice to ensure prompt and thorough investigation of any complaint.

If still unresolved at this stage, you may take your complaint to the Legal Ombudsman. Normally, you will have to bring your complaint to the Legal Ombudsman within 6 months of receiving a final response from us about your complaint and 6 years from the date of the act or omission giving rise to the complaint or alternatively 3 years from the date you should reasonably have known there are grounds for complaint.

The address of the Legal Ombudsman is: PO Box 6806, Wolverhampton, WV1 9WJ; telephone, 0300 555 0333; or view their website at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk), email enquiries to: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

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

- An individual;
- 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);
- A charity with an annual income less than £1 million;
- A club, association or society with an annual income less than £1 million;
- 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.

If you do not fall into any of these categories, you should be aware that you can only obtain redress by using our Complaints Handling Procedure or by mediation or arbitration, or by taking action through the Courts.

You may also have the right to object to your bill by applying to the Court for an assessment of the bill under Part III of the Solicitors' Act 1974. Please be aware that the Legal Ombudsman may not consider a complaint about a bill if you have applied to court for an assessment of it.

#### **44. Swedish Deposit Guarantee Scheme (SDGS)**

In the event of a banking failure it is unlikely that the firm would be held liable for any losses of client account money. We currently hold our client account funds in Handelsbanken. Handelsbanken is a Swedish bank which is covered by the Swedish Deposit Guarantee Scheme (SDGS) rather than the UK Financial Services Compensation Scheme.

The 100,000 Euros SDGS limit will apply to each individual client so if you hold other personal monies yourself in the same bank as our client account, the limit remains 100,000 Euros in total, so it may be advisable to check with your own bank as some banks now trade under different trading names.

In the event of a bank failure you agree to us disclosing details to the SDGS.

#### **45. Consumer Protection Regulations (CPR)**

The Consumer Protection from Unfair Trading Regulations (as amended) regulate transactions between traders and consumers and prohibit trading practices that amount to unfair commercial practices and misleading acts and omissions. Neither You, the client, or Us, your legal representative, must mislead a buyer or tenant either by providing incorrect or ambiguous information, or by omitting to provide material information about the property You are selling.

Certain information will be revealed through searches and other enquiries of public databases, surveys and valuation reports. However, you must disclose to Us any known defects and other material adverse matters relating to the property known to You and failure to do so may mean that, in certain circumstances, the buyer or tenant would have rights of redress against You.

We encourage You to make all known disclosures as early in the transaction as possible to prevent delays.

If We become aware of any such existence of material information, and You decline to authorise disclosure to the buyer or tenant, then We would have to consider whether it was possible to continue to act for You as the CPR's impose a duty to act fairly towards You as Our client and also towards third parties, especially those that are unrepresented.

#### **46. Criminal Finances Act 2017**

The firm is committed to promoting compliance with the requirements of the Criminal Finances Act 2017 within its practices as well as in those areas in which it has influence.

The firm does not tolerate tax evasion, or the facilitation thereof in any circumstances, whether committed by or facilitated by a client, personnel or associated persons/companies.

#### **47. Future Instructions**

47.1 Unless otherwise agreed in writing, this Agreement shall apply to all further

instructions given by you to us, save and except that the rates applicable will be those applying at the date of further instructions, and subject to the annual review or clause 14 of these terms having been exercised.

47.2 Your continuing instructions will amount to your acceptance of these Terms of Business. Even so, we ask you to please sign the duplicate of the Client Care letter we initially send out to all our clients to confirm the instructions and return it to us immediately. We can then be confident that you understand the basis on which we will act for you.

47.3 Please keep this document for future reference.

**48. Contact Details:**

Henriques Griffiths LLP  
18 Portland Square  
Bristol BS2 8SJ  
DX 122076 BRISTOL 11

Tel: 0117 909 4000  
Fax: 0117 942 0017

Email: [info@henriquesgriffiths.com](mailto:info@henriquesgriffiths.com)

Website: [www.henriquesgriffiths.com](http://www.henriquesgriffiths.com)