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A | The Regatta, Henley Way, Lincoln LN6 3QR



## Terms & Conditions of Business

We set out in this statement the basis on which we will provide our professional services.

We are Fletcher Longstaff Limited. You are the client.

We are authorised, unless otherwise agreed, to take such action as we think necessary to obtain the required result. We shall not refer to the client for specific instructions every time we take a step. If, therefore, there is a limit to what we are required to do, or a limit to expenditure, we must be notified of this in advance.

### 1. Our commitment to you

- a) We are entirely committed to the Professional standards laid down by the Council for Licensed Conveyancers of WeWork, 131 Finsbury Pavement, Finsbury, London EC2A 1NT.
- b) You will receive clear advice in plain English as early as possible. If you do not understand something, please let us know and we will explain this to you. We want you to be fully informed before committing to any decision
- c) You will be notified of the person dealing with your file at the outset and will be told if the matter is transferred
- d) We will respond to you promptly and efficiently by your preferred method
- e) You will be kept informed of progress in your matter

### 2. Our place and hours of business

- A) Our office is located at The Regatta, Henley Way, Lincoln LN6 3QR, United Kingdom. Normal hours of opening are from 9.00am to 5.00pm on weekdays. We are closed on Public Holidays.
- B) Your lawyer may not always be working in the office, we encourage remote working, so you must arrange an appointment should you wish to attend in person.

### 3. Your responsibilities

- a) If 'you' are more than one person such as a couple buying a home or partners we may accept instructions from one of you on behalf of both or all of you without any requirement for us to confirm any other's agreement. The other(s) agree to be bound by those instructions. It is for you to resolve therefore how best you communicate with us;
- b) You agree to reply promptly and accurately to requests from us; to inform us if you believe we may have information which is inaccurate, out of date or incomplete;

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- c) Not to deposit cash into our bank account (as compared with electronic transfers, which are permitted).
- d) We cannot be held liable for loss or damage sustained as a result of inaccurate information supplied by you.
- e) You will act courteously and politely to staff in this Company. We reserve the right to stop acting if you are rude, abusive or aggressive.
- f) Our bank details will not change throughout the transaction, and where necessary will be provided to you securely. It is your responsibility to ensure that any funds are sent to the correct account and we shall not be liable should funds be lost through error or fraud. If you receive an email from us, or from someone appearing to be us, you should call us to confirm the validity of the email. If you act on that email without confirmation, and it is fraudulent, we shall not be responsible for funds lost as a result.

#### **4. Fees charges and expenses**

- a) You have been provided with a written estimate or an indication of our charges, which includes Value Added Tax. If a written estimate has not been given to you already, this will follow shortly. This estimate is valid for the next 90 days.
- b) Payment becomes due immediately after we send an invoice, unless otherwise agreed.
- c) Where there is an increase in the charges we will explain this to you.
- d) There are various other expenses on behalf of clients ranging from Land or Probate Registry fees, court fees, experts' fees, and so on that we may have to pay for. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT is payable on certain expenses. We refer to all such payments generally as 'disbursements'.
- e) Whilst we operate a 'no exchange, no fee' policy this is at our discretion and subject to 'fair use'. We reserve the right to charge you for any work carried out and withdraw this policy at any point.
- f) Should you decide not to use our 'no exchange, no fee' pricing, and you decide to no longer proceed with the matter, you will receive a bill for the services provided to that point.
- g) Unless said otherwise herein payment of our fees and costs are due within 7 days of our bill. Interest will be charged on a daily basis as stated in paragraph 5 below from one month after the date of the bill in cases where payment is not made within 7 days of delivery by us of the bill.
- h) The common law entitles us to retain any money, papers or other property belonging to you which properly come into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which the costs were incurred. This is known as a 'general lien'. We are not entitled to sell property held under a lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.
- i) We do not accept payments to us in cash. Monies due to you from us will be paid by cheque or bank transfer, but not in cash, and will not be made payable to a third party.

## 5. Payment of fees and costs arrangements

- a) We reserve the right to suspend action on the client's matter if an invoice remains unpaid after 30 days, unless otherwise agreed.
- b) We may charge interest on unpaid bills from one month after delivery of the bill on a daily basis at the rate specified in the Late Payment of Commercial Debts (Rate of Interest) (No.3) Order 2002 currently 8% over Lloyds Bank Plc's base rate.
- c) There are Acts of Parliament and regulations which give our clients procedures for challenging our bill.
- d) After completing any work, we are entitled to keep all papers and documents while there is money owing to us for our charges and expenses.
- e) In most conveyancing transactions payment must take place at completion. If sufficient funds are available on completion, and we have sent you a bill, we will deduct our charges and expenses from the funds. By proceeding with your instructions to us you authorise us to make such deductions.
- f) Notwithstanding point a), our fees become payable on exchange of contracts. Should you withdraw from the transaction following exchange of contracts, our fee is will be payable in full.
- g) You have also been provided with a written estimate or indication of the disbursements we expect that you will incur. These can change depending on the nature of your transaction or because of price rises. If there are significant changes, we shall let you know. These charges are outside our control. We will still need payment for them even if your transaction fails to complete.
- h) Should your transaction not be for a typical registered freehold property then the work we do will increase depending on the nature of the property, issues that arise and your particular requirements. We will charge for this extra work and you will be notified in advance of them. By instructing us to proceed you agree to pay those charges. Such extra fees will be fixed to afford you clarity and certainty. Again, these charges assume matters proceed smoothly and without untypical complications or delays. Most cases we transact are registered properties and have no peculiar problems that make them other than typical.
- i) Sometimes cases do fall outside of these criteria and this is why we charge according to the nature of the case and the work involved in transacting it. In the event that the complications are a result of your unreasonable behaviour we reserve the right to withdraw from the case and you will need to instruct other lawyers.
- j) All prices are subject to VAT.
- k) If you are selling a property and have an agreement with an estate agent or similar for payment of their fees, we shall ask them for their invoice and if in line with your expectations will discharge the same on your behalf if there are sufficient funds from the sale to do so, after payment of our fees and disbursements.
- l) It is normal to ask you to provide payment in advance in respect of fees or disbursements to be paid on your behalf. These will, for example, relate to search fees, Land Registry fees and secure electronic transfer of funds.
- m) It is your responsibility to make sure that adequate funds are made available to us to complete your sale or purchase and to pay all fees and disbursements.

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- n) Uncleared funds must be sent to us a minimum of 5 working days prior to their requirement to allow time for them to be cleared through our bank. We will give you as much notice as possible when funds are required. It will be your duty to ensure we have cleared funds irrespective of the transaction's time-scale.
- o) We will pay you any money due the working day after completion, to ensure accuracy.

## 6. Interest payment

- a) Any money received on your behalf will be held in our Client Account.
- b) Where a client obtains borrowing from a lender in a property transaction, we will ask the lender to arrange that the loan is received by us as cleared funds at the latest the day before completion date. This will enable us to ensure that the necessary funds are available in time for completion. As such, clients need to be aware that the lender may charge interest from the date of issue of their loan.

## 7. Storage of papers and documents

- a) After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses.
- b) In addition, concluded files will in our discretion be stored or we will keep your file in electronic format. We are advised by our professional body to keep a file in case there is important information which you or we may need in years to come. The cost of storage has to be included within our charges. After that, storage is on the clear understanding that we have the right to destroy it after such period as we consider reasonable. No charge will be made to you for such storage. Where stored a file of papers is kept in storage for not less than six years for a sale file and 15 years for any other file. After that, storage is on the clear understanding that we have the right to destroy papers after such period as we consider reasonable or to make a charge for storage if we ask the clients to collect the papers and they fail to do so.
- c) If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will normally charge £20 for such retrieval. However, we may make a charge 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 your instructions.
- d) We reserve the right to transfer your file to another durable medium without your specific consent if we deem appropriate.

## 8. Termination

- a) You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing.
- b) If we decide to stop acting for you, for example if you do not pay an interim bill or comply with the request for a payment on account, we will tell you the reason and give you notice in writing.

## **9. People responsible for your work**

- a) The persons responsible for dealing with your work will be mentioned in correspondence. Sometimes, however, work will be delegated to another member of staff where we deem it appropriate to expedite matters or to minimise expense. All support staff are closely supervised and the practice takes complete responsibility for their work.
- b) We seldom need to change the people who handle your work but if this cannot be avoided, we shall tell you promptly of any change and why it may be necessary.
- c) The Managing Director of this firm with overall responsibility is Mr Thomas Hansen.

## **10. Commissions or payments to others for business**

- a) We must give you information about this firm's financial arrangements with an introducer which refers clients to us to act in conveyancing transactions. If applicable, we shall pay to the Introducer a fee and it will be stated in the letter accompanying these Terms and Conditions. This is to contribute to the introducer's costs in advertising and marketing our services. These arrangements between this firm and the introducer do not affect you or your case in any way. We are independent of the introducer and will advise you and act for you in your best interests, using our own professional judgement. You are free to raise questions on all aspects of the transaction. The introducer has no influence over the advice we give you. Any information you give us is confidential and will not be disclosed to anyone unless you consent. If you would like any further information before making your decision, please let us know.
- b) You have as choice as to who you instruct in a conveyancing transaction and you are under no obligation to use our service following any referral from a third party.

## **11. Mortgage arrangements**

- a) You understand that we have a duty of care to your mortgage lender and you authorise us to disclose to them any information they require which is held by us regarding your proposed borrowing and the property the subject of the security.
- b) It is your responsibility to comply with the terms and conditions of your mortgage offer letter. You should be aware of the financial implications of any deductions or retentions made from the mortgage advance by your lender.
- c) We will help you with any difficulties in understanding the terms and conditions of your mortgage offer letter or redemption statement but we are not authorised under the Financial Services Markets Act 2000 to provide investment advice which includes the suitability of any mortgage product. These matters must be considered with a Financial Adviser;

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d) If you are repaying an existing mortgage, you should be aware of any redemption fees or penalties for early repayment.

e) You authorise us and agree that we may act for your lender(s) as well as you. If a conflict of interest arises we may need to cease to act for you and your lender;

f) Mortgage lenders require us to perform specific work if we are to act for them in any mortgage whether granting or repaying it. Whilst this work is carried out on their behalf it is you who is required to pay the cost. We may either include these fees within our charges to you and give you a combined estimate or we may, at our discretion, show the fees separately in the estimate.

## 12. Searches

In conveyancing matters, Water and Environmental Searches generally are conducted using an agency as this is usually quicker, more competitively priced and we receive a better service. We have chosen reputable search agencies with adequate insurance as protection for you.

## 13. Limited companies

When accepting instructions to act on behalf of a Limited Company, the directors shall be responsible for payment of fees and disbursements if the company does not pay. The directors of the company are jointly and severally liable for any fees or disbursements incurred in our acting for the company. We reserve the right to cease acting if we are concerned that we may not be paid for the work done or being done.

## 14. Identity and disclosure requirements

a) We must inform you that carrying out of electronic verification of your identity can leave a faint trace on your credit record. We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent. We will arrange to carry out an electronic verification of your identity in most cases which will assist us in complying with our professional and legal duties. The cost of any such search will be charged to you. It will be shown on our estimate.

b) Conveyancers are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception: legislation on money laundering and terrorist financing has placed Conveyancers under a legal duty in certain circumstances to disclose information to the National Crime Agency (NCA). Where a Conveyancer knows or suspects that a transaction on behalf of a client involves money laundering, the Conveyancer may be required to make a disclosure.

c) Our firm may be subject to audit or quality checks by external firms or organisations. We may also outsource work. This might be for example typing or photocopying or costings, or research and preparation to assist with your matter. Information from your file may therefore be made available in such circumstances. We will always aim to obtain a confidentiality agreement with the third party.



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d) In the event that unforeseen circumstances result in us being unable to deal with your matter, for example death or serious illness, we have prearranged absence cover from another Firm or Individual. By accepting these terms and conditions, you are consenting to the disclosure of your personal information to them so they may continue to progress your matter.

e) By accepting these Terms & Conditions of Business, you authorise us to disclose to the other parties in the transaction (for example Estate Agents, Lawyers, Brokers) and if applicable to all other parties in the chain of transactions, information which we have in relation to your involvement in the transaction including any related sale or mortgage and other funding arrangements, and your wishes as to dates for exchange and completion. You may withdraw this authority at any time IN WRITING but if you do so you should appreciate that we will inform the other party or parties and their agents or advisors that this authority has been withdrawn. This applies to our Web-tracking facility as well.

f) In order to comply with court and tribunal rules, all documentation relevant to any issues in litigation, however potentially damaging to your case, have to be preserved and may be required to be made available to the other side. This aspect of proceedings is known as 'disclosure'. Subject to this, we will not reveal confidential information about your case except as provided by these terms of business and where, for example, your opponent is ordered to pay your costs, we have to meet obligations to reveal details of the case to them and to the court.

## 15. Communication and service standards

a) Our aim is to offer all our clients an efficient and effective service at all times. Our clients and staff are of first importance to us. Should there be any aspect of our service with which you are unhappy, please raise your concern in the first place with the person conducting your case. If you still have any queries or concern, please contact the Managing Director Mr Thomas Hansen. If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman at PO Box 6806 Wolverhampton WV1 9WJ, [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk), telephone 0300 555 0333, to consider the complaint. You may bring a complaint to the Legal Ombudsman if we do not respond to your complaint to your satisfaction within 8 weeks of making that complaint. However, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint.

b) We will aim to communicate with you by such method as you may request. We may need to virus check disks or e-mail. Unless you withdraw consent, we will communicate with others when appropriate by email or fax but we cannot be responsible for the security of correspondence and documents sent by any method whether by usual post, public or private, or by e-mail or fax.

c) We will aim to communicate with clients by such method as they may request.

d) We do not accept service of documents by e-mail.

e) We may need to virus check discs or e-mail.

f) Unless instructed otherwise, we will communicate with others when appropriate by e-mail or fax but we cannot be responsible for the security of correspondence and documents sent by such media.

g) The Data Protection Act 2018 requires us to advise clients that their particulars are held on our database. We may, from time to time, use these details to send information which we think might be of interest to our clients. We do not make such information available to any other provider of products or services.

h) Speaking to your lender We are also acting for your proposed lender in this transaction. This means we have a duty to make full disclosure to the mortgagee of all relevant facts relating to you, your purchase and mortgage. That will include disclosure of any discrepancies between the mortgage application and information provided to us during the transaction and any cashback payments or discount schemes which a seller is providing you. If a conflict of interest arises we may need to cease to act for you and your lender;

## 16. Use and disclosure of your personal information

a) Under The General Data Protection Regulation 2016/679 you are entitled to a copy of your personal information held by us. Further information on how we use your information can be found on our website at [<>>](#)

b) We will hold and process your personal information by computer or otherwise.

c) We may use your personal information and disclose it:

d) To our insurers, sub-contractors and persons acting as our agents.

e) To our suppliers, to the extent that they need your personal information to provide their products and services to you.

f) With your consent.

g) If we are required or permitted to do so by law.

h) The General Data Protection Regulation 2016/679 requires us to advise you that your personal information is held on our database. We may, from time to time, use your personal information to send you information which we think may be of benefit or interest to you, unless you advise us, in writing, to the contrary.

i) All advice given to clients is entirely confidential, but:

j) Money laundering regulations may require disclosure of confidential information by law. Please note: that we accept no responsibility for any loss arising from compliance with the Money Laundering Provisions of the Proceeds of Crime Act 2002 and any amending legislation howsoever caused.

k) The Council for Licensed Conveyancers and other supervisory bodies may call for a file which is the subject of a complaint.

l) A court order can compel disclosure of confidential material in certain circumstances.

## 17. Consumer protection

a) If the contract for our services has not been made with us on our client premises (on our client premises includes you emailing, telephoning or faxing instructions to us at our premises) you will have the protection of



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the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the Regulations). Importantly this gives you the right to cancel the contract within 14 days of your instructing us provided you make it clear to us that you are cancelling the contract. We cannot charge you for work done in that cancellation period. If you therefore wish us to act for you in that cancellation period, you will have to waive it. Please note that there is a statement that you sign when you acknowledge our instructions that you are waiving that cooling off period. If you do not want to waive the cooling off period delete it.

b) These Regulations oblige us to give you certain information, much of which is contained above. Additionally, please note the following:

c) The estimate of our charges for the legal services is valid for the next 90 days and the work will likely take more than 30 days to complete.

## 18. Copyright

We retain copyright in documents prepared by us but grant to you an irrevocable licence which is royalty free to use such documents that we have prepared for your use provided that such use is for the purpose for which they were originally prepared. If copyright is vested in some other party, it will be shown on the document.

## 19. Terms & conditions of business

a) Unless otherwise agreed, these Terms & Conditions of Business shall apply to any future instructions given by you to this firm but the costs in the Schedule may have been revised upwards.

b) Your continued instructions in this matter will amount to an acceptance of these Terms & Conditions of Business and an authority to waive the 7 working day cooling-off period referred to above should you require us to commence work within that period.

## 20. Force majeure

No liability is accepted by us for delay or failure to perform our obligations under our contract with you as a result of causes beyond our reasonable control. Such matters, without limitation, may be acts of God, war, riot, strike, lockouts, industrial disputes, acts and regulations of government or bodies of authority.

## 21. Banking

We bank with one or more of the main High Street Banks and cannot accept liability for the loss of funds held as a result of a bank's insolvency, imprudence, fraud or otherwise save we have erroneously acted outside of our professional requirements.

## 22. VAT

We are registered for VAT which will be charged on our fees. Our VAT Number is GB367596343.

## 23. Collapse of a deposit-taking institution

- a) Moneys received from clients are held in Barclays Bank PLC. In the event that there is a collapse in this Bank please note the following: it is unlikely that Fletcher Longstaff will be liable for any loss you incur.
- b) The £85,000 limit of protection applies to you as an individual so if you hold other money in the same Bank the limit applies across the whole of the money so deposited;
- c) If you are a corporate body, then unless you are considered a small company by FSCS you will not get compensation;
- d) Remember that some Banks operate under different brands but that ultimately you get only the one £85,000; By agreeing that we can act we shall, unless you inform us otherwise (in writing for the sake of certainty) disclose to FSCS your details in the event of one of these Banks failing.

## 24. Money laundering

- a) The law now requires Conveyancers as well as banks, building societies and others to obtain satisfactory evidence of the identity of their client. This is because Conveyancers who deal with money and property on behalf of their client can be used by criminals wishing to launder money. In order to comply with the law on money laundering we will need to obtain evidence of your identity as soon as practicable.
- b) Where we shall be receiving money, we are required by law to verify the source of these funds and how they have been obtained.
- c) Conveyancers are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed Conveyancers under a legal duty in certain circumstances to disclose information to the Serious Organised Crime Agency.
- d) Our policy is not to accept cash payments of any type. If clients 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.

## 25. Planning law

We will not advise you on the planning implications of your proposed purchase, otherwise than by reporting to you on any relevant information provided by the results of the 'local search' or any additional search you request.

## 26. Complaints

Complaints will be dealt with under the following protocol. In the event of a complaint, the client will raise the concern in the first place with the person dealing with the particular matter. The client should then contact the supervising director, whose name will have been notified at the outset of the transaction. The complaint should be put in writing explaining what action is requested. If these steps do not resolve the problem our clients should contact the Managing Director by telephoning or writing. He is Mr Thomas Hansen. A full copy of the practice's complaints procedure is available on request. If you make a valid claim against us for a loss arising out of work for which we are legally responsible, and we are unable to meet our liability in full, you may be entitled to claim from the Compensation Fund administered by the Council for Licensed Conveyancers (from whom details can be obtained). If the complaint is still not resolved at the end of this complaints process you have the right to refer your complaint to the Legal Ombudsman at Legal Ombudsman, PO Box 6806 Wolverhampton WV1 9WJ; telephone: 0300 555 0333; website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk). Please note any complaint to the Legal Ombudsman must usually be made within one year of the act or omission being complained about or one year from the date when you should have identified a cause for complaint, in accordance with the Legal Ombudsman Scheme Rules.

## 27. Property disclaimers

- a) We will not carry out a physical inspection of the property.
- b) We will not advise on the valuation of the property nor the suitability of your mortgage nor any other financial arrangements.
- c) We will not advise on environmental liabilities other than to provide you with a result of an Environmental Report.

## 28. Tax

- a) We will not provide tax advice
- b) We will guide you as to the level of Stamp Duty Land Tax that you will be liable to pay. However taxes remain your responsibility and you should ensure you are paying the correct levels throughout the transaction
- c) You agree to pay the rate of tax HM Revenue and Customs believes you are required to pay
- d) We are not authorised by the Financial Conduct Authority. However, we are included in the register maintained by the Financial Conduct Authority so that we can carry on Insurance Distribution Activities, which is broadly advising on, selling and administration of insurance contracts. This part of our business is regulated by the Council for Licensed Conveyancers, and arrangements for complaint or redress if something goes wrong are subject to the jurisdiction of the Legal Ombudsman ([www.legallombudsman.org.uk](http://www.legallombudsman.org.uk)),. The register can be accessed via the Financial Conduct Authority website at <https://register.fca.org.uk>

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## **29. Liability**

- a) We will use reasonable skill and care in acting for you. Where we make an assessment for you, either expressly or by implication, of the likely level of risk associated with different potential courses of action, you accept that such assessment is made relying only upon the information and documents then available to us and cannot, therefore, be definitive.
- b) Accordingly, such an assessment should only be used as one element in the making of any practical or commercial decision. You accept that the magnitude or acceptability of a risk is a matter for you.
- c) We will provide advice on the basis of the prevailing laws and practice. These can often change over time and we will not be responsible for any loss arising from these changes.

## **30. Terms and conditions of business going forward**

If you require clarification on any of these points please do not hesitate to let us know.

Unless otherwise agreed, and subject to the application of then current hourly rates, these terms and conditions of business shall apply to any future instructions given to this practice.

Although continuing instructions in this matter will amount to an acceptance of these terms and conditions of business, it may not be possible for us to start work on the client's behalf until one copy of them has been returned to us for us to keep on our file.