

**TERMS AND CONDITIONS OF BUSINESS (CONVEYANCING)**

**Our Aim**

We aim to offer our clients quality legal advice with a personal service at a fair cost. As a start, we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services.

**We will**

- Represent your interest and keep your business confidential
- Explain to you the legal work which may be required
- Keep you informed of progress, or if there is none, when you are next likely to hear from us
- Try to avoid using technical legal language when writing to you
- Deal with your queries promptly and always try to return your telephone calls as soon as possible.
- Advise you on Tax matters, but only if specifically requested to do so.

**Our Hours of Business**

- The normal opening hours of our offices are between 9.00am and 5.30pm on Weekdays. However appointments can be arranged at other times when this is essential such as on a Saturday morning

**People responsible for your work**

- The person responsible for your work is as stated in our covering letter.
- Mrs Beroze Bana, our senior partner is ultimately responsible for this matter.

**Charges and expenses**

- Our charges for acting for you on the sale and purchase are as shown on the attached fixed fee estimate which for the sake of completeness we have also set out the anticipated disbursements and an estimate of their cost. This is a non-exhaustive list. The disbursements are the various other expenses paid by us on behalf of clients ranging from Land Registry Stamp Duty and other search fees. We have no obligation to make such payments unless we have received funds from you for that purpose.
- It is normal practice to ask clients to make payments on account from time to time. These payments help to meet our expected charges and expenses, and help to avoid delaying progress in the matter. We will need £250.00 to enable us to pay expenses before we start work on your matter. We will then pay expenses as they become due. We may request further payments on account of expenses as the matter progresses. These amounts will be shown as paid on your final bill.
- Where this firm is retained to carry out other work for you whether directly related to this conveyancing transaction or not, by signing these terms and conditions of business you hereby authorise us to retain sums on our client account to cover any payments due on the other transaction and/or transfer money to cover our fees and expenses. You may of course withdraw this general authority and if so please let us know in writing as soon as you decide to withdraw.
- We will inform you if any unforeseen extra work becomes necessary - for example, due to unexpected difficulties or if your requirements or the circumstances change significantly during the matter. We will also inform you of the estimated cost of any extra work. We will attempt to agree an amended charge with you. If we cannot reach agreement, we will do no further work and charge you on an hourly basis for work to date, as set out.
- If this firm does not complete the work, we will charge you £95.00 per hour for each hour of work. Routine letters and routine telephone calls made and received will be charged in as 6 minute units of time. Our charges for considering routine letters received will be in 3 minute units of time. Other long letters and lengthy telephone calls will be charged for on a time basis.
- Our total charge will not exceed the fixed fee unless you have been advised of the amount. Our bill will also include VAT and expenses
- In addition we are obliged to take out compulsory indemnity insurance which means we are covered for claims arising out of your transaction and you are protected by comprehensive professional indemnity arrangements. We make a charge as per quoted per transaction as a contribution towards the cost of that cover.

**Payment Arrangements**

- Property Transactions: We will normally send you a bill after exchange of contracts. Payment is required prior to completion. We may be unable to complete the transaction if our costs are not paid by the time we need to complete. We are required to provide your lender with undertakings in respect of Stamping and Registration and will therefore require the costs and disbursements to be cleared before completion. If there are sufficient funds available on completion we will deduct our charges and expenses from those funds
- In some cases we may ask clients to pay sums of money from time to time on account of the charges and expenses which are expected. This assists you in keep track of costs and keeps you informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the progress of the case may result and the firm must reserve the right to stop acting for you further.
- If completion does not take place such as in the case of an aborted sale and purchase, then payment is due to us within 28 days of our sending you a bill. Interest will be charged at 4% above Barclays Bank Plc base rate from time to time on a daily rate from the date on which payment is due.

- If you have any query about your bill, you should contact Mrs Beroze Bana straight away.

**Interest Payment**

- Where you are borrowing money from a lender we will ask the lender to arrange for the loan cheque to be received by us 4 days prior to the completion date. If the monies are to be telegraphed to us we will require that it be received the day before completion. This is to ensure that we are able to send the funds to the seller’s solicitors as soon as possible on the completion date. Such clients need to be aware that the lender may charge interest from the date of issue of the loan cheque or the telegraphing of the payment.
- Please note that in fixing our conveyancing fees we have assumed that any interest earned on any monies held by the firm during the conveyancing transaction whether by way of deposit or otherwise will belong to the firm. The interest involved does not often amount to much, but calculating the amount can be time consuming and sometimes involves a great deal of work. If we have to pay interest then the fixed conveyancing costs would have to be revised to reflect this.

**Storage of papers and deeds**

- After completing the work, we are entitled to keep all your papers and documents while there is money owing to us. We will keep our file of papers (except for any of your papers which you ask to be returned to you) for no more than 6 years and on the understanding that we have your authority to destroy the file 6 years after sending you our final bill. We will not destroy documents you ask us to deposit in safe custody.
- We do not normally make a charge for retrieving papers or deeds in response to continuing or new instructions to act for you. However we reserve the right to make charges based on time we spend in reading papers or writing letters or other work necessary to comply with the instructions.

**Tax advice**

- Any work we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you.

**Disclosure**

- Solicitors are not allowed to disclose information about a client’s affairs without the client’s authority. We are however bound by legislation to disclose any suspicion of offences committed under the Proceeds of Crime Act 2002. We will in accordance with our legal responsibilities disclose these suspicions to the National Criminal Intelligence Service. By signing these terms and conditions and returning it to us, you authorise us to disclose to the other parties in the chain and their agent, advisers and mortgage company all information which we have in relation to your involvement in the transaction. You may of course withdraw this authority and if so please inform all parties that we have no authority to disclose matters to them.

**Termination**

- You may terminate your instructions to us in writing at any time. For example, you may decide you cannot give us clear or proper instructions on how to proceed, or you may lose confidence in our work. We are entitled to keep all your papers and documents while money is owing to us.
- We expect to receive instructions from your lenders to act on their behalf. If so, we will have to pass them information you give us that might be relevant to their decision whether to finance the purchase. If you tell us things that you do not want the lenders to know and they are relevant to the lenders, we may have to stop acting for the lenders and possibly also for you. We will decide to stop acting for you only with good reason and on giving you reasonable notice. If you or we decide that we will stop acting for you, you will pay our charges on an hourly basis and expenses as set out earlier.

**Communication between you and us**

- Our aim is to offer an efficient and effective service at all times. We hope that you will be pleased with the work we do for you . However, if you have any queries or concerns about our work for you, please take them up first with the person dealing with the case. If that does not resolve the problem to your satisfaction or you would prefer not to speak to the person dealing with the case, then please take it up with Mrs Beroze Bana or Miss Rakhi Vaid , the partner to whom any final difficulty can be reported.
- We may communicate with you and others by e-mail or fax. We cannot however be responsible for security or confidence sent by this method.

**Conclusion**

- Although your continuing instructions will amount to your acceptance of Terms and Conditions of Business, we enclose a second copy for you to sign and return it to us immediately. Then we can be confident that you understand the basis on which we will act for you. It may not be possible for us to start work on your behalf until we have received the signed copy back

*I/We confirm that I/we have read and understood and accept these Terms and Conditions of Business. Although two or more of us may have signed this form we irrevocably authorise you to accept the instructions given by any one of us on behalf of all signatories.*

Signed.....Dated.....

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