

**GENERAL TERMS of BUSINESS**

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## **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.

### **1. Service standards**

#### **We will:**

- update you regularly by telephone or in writing with progress on your matter
- communicate with you in plain language
- explain to you by telephone or in writing the legal work required as your matter progresses
- update you on the cost of your matter at agreed times
- 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
- update you on the likely timescales for each stage of this matter and any important changes in those estimates
- continue to review whether there are alternative methods by which your matter can be funded.
- advise you of any change of personnel that are handling your matter and give you their contact details.

### **2. Responsibilities**

#### **We will:**

- confirm your instructions in writing including details of the party or parties for whom we are acting and details of the lawyers that will be handling your matter.
- review your matter regularly
- advise you of any changes in the law
- advise you of any circumstances and risks of which we are aware of or consider to be reasonably foreseeable that could affect the outcome of your matter
- update you on the likely or actual change of timescales for each stage of your matter
- communicate or take instructions from you by telephone, letter, facsimile, email or any other durable electronic communication as agreed between us.

#### **You will:**

- provide us with clear, timely and accurate instructions by telephone, letter, facsimile, email or any other durable electronic communication.
- provide all documentation required to complete the transaction in a timely manner
- safeguard any documents which are likely to be required for transaction
- use any advice or reports given by us for your personal use only and not for any other person or entity.
- advise us of any changes to your name, address, phone number(s) and email, and any other changes to the details that you have given us.

### **3. Our hours of business**

The normal hours of opening at our offices are between 8.30am and 5.30pm on weekdays. Messages can be left on the voicemail of either your advisor or of the firm outside those hours and appointments or home visits can be arranged at other times when this is essential. We are sometimes open on Wednesday evenings until 8pm by appointment only.

### **4. Authority to Act**

We will assume, unless you tell us otherwise, that certain individuals have the authority to instruct us in the following circumstances:

- if the client is a company, we can take instructions from any Director or Officer
- if the client is a partnership, we can take instructions from any partner; and
- if there are joint clients (e.g. husband and wife or more than one individual shareholder) we can take instructions from any of them.

**5. Professional Indemnity Insurance**

This firm maintains professional indemnity insurance in accordance with the rules of the Solicitors Regulation Authority. Details of the insurers and the territorial coverage of the policy are available for inspection at our offices.

**6. Equality and diversity**

This firm 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/quality standards**

In order to carry out your instructions and to adhere to regulatory requirements we will need to obtain from you certain basic personal information. This would normally be your full name, address and date of birth, and possibly some contact details. This information is known as basic data.

Other more intimate personal data is known as "sensitive data" – this includes such things as your health, religion, trade union membership, sexual orientation and political views. We would not normally require any of your sensitive personal data unless it is specifically relevant to your matter. In this respect we would request your specific consent to us holding any such personal data.

Current data protection regulations requires us to advise you that your particulars are held on our-systems. We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- updating and enhancing client records
- analysis to help us manage our practice
- statutory returns
- legal and regulatory compliance
- in case you require any further information from your file at a later date
- in order for us to check for any possible conflict when opening another matter

Our use of that information is subject to your instructions, current data protection regulations and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you (see below).

Please note that we do not hold any personal information online, nor do we sell or pass on any of your data to third parties not related to your instructions.

Under the GDPR rules you have the following rights:

- **data subject request:** this gives you the right to request details of any personal information that we hold on you, including where and how we store this information. We are obliged to respond to your request within 30 days and will not charge you for your initial request;
- you can request that we **amend** or **delete** any information that you feel is either incorrect or out of date;
- you can request that we **erase** all or some of the personal information that we hold about you. If we are unable to erase all of your personal data (for instance where we have a legal or regulatory obligation to keep your data), we will minimise the data if possible;
- you can request that we **transfer** information that we hold on you to another party.

In the UK the supervisory authority for data protection is the Information Commissioner's Office (ICO). We are registered with the Information Commissioner's Office under registration number **Z7040523**.

## **8. Storage of papers and documents**

After completing the work, we will be entitled to keep all your papers and documents while there is any outstanding bill owing to us for our charges and expenses.

We will keep our "hard copy" file of your papers for a minimum period of six years, except those papers that you ask to be returned to you. We keep files on the understanding that we can destroy them from six years after the date of the final bill. We will not destroy documents, such as Wills, Deeds, and other securities, you ask us to deposit in safe custody.

Electronic personal information (data) will be kept indefinitely unless you request that we erase your personal details. If we are unable to erase all of your personal data (for instance where we have a legal or regulatory obligation to keep your data), we will minimise the data if possible. Please see Section 7 above for information regarding your rights under current legislation.

No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.

If you wish us to store your deeds we would ask you to note that our liability is confined to that of a Banker and that the standard of construction of any storage area and the standard of any security system shall be such as we consider suitable. No liability can be accepted for damage to articles deposited where it is occasioned by atmospheric conditions, flooding or fire.

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 both for time spent for producing papers that are requested reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

## **9. Outsourcing of work**

Sometimes we ask other companies or people to do typing or other work on our files to ensure this 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 in writing so that your file can be noted accordingly.

## **10. Vetting of files and confidentiality**

External firms or organisations may conduct audit or quality checks on our practice, for example as this firm is registered under the ISO quality standard, we are subject to periodic checks by outside assessors. These external firms or organisations are required to maintain confidentiality in relation to your files and all inspections are conducted in confidence.

This could mean that your file is selected for checking, in which case we would need your consent for inspection to occur. If you prefer to withhold consent, work on your file will not be affected in any way.

Since very few of our clients do object, we propose to assume that we do have your consent unless you notify us to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which we conduct on your behalf. Please do not hesitate to contact us if you require further explanation or if you would like your file to be marked as not to be inspected.

## **11. Confidentiality and Legal Privilege**

In addition to the points mentioned in other sections regarding confidentiality, we will not disclose any information about you or any work that we have done or are doing on your behalf except in the following circumstances:

- where required to carry out work for you; or
- if that information is in the public domain and not because of improper disclosures by us; or
- where we are required by law or the rules and/or regulations of any relevant professional body or regulatory authority; or
- where we are ordered to by a court; or
- with your agreement.

In addition we will not disclose or use for your benefit confidential information about any other person. When we are working with other advisers or people for you, we can disclose relevant confidential information to them.

In communicating with you, by whatever means, we will always take steps to ensure accuracy and confidentiality. However, all forms of communication can sometimes be subject to unauthorised infringement, delay, or arrive incomplete. In this respect we are not liable for any loss or damage you may suffer or incur as a result of our proper use of any of these communication channels. We will always take steps to maintain confidentiality in all our communications with you.

**Our advice to you is generally covered by professional legal privilege but not all of our advice may fall into this category.**

## 12. Limiting liability

Our liability to you for a breach of your instructions shall be limited to £5m, 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 dates, costs or losses attributable to lost profits or opportunities.

We can only limit our liability for death or personal injury caused by our negligence.

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

## 13. Identity and disclosure requirements

The law requires solicitors to get satisfactory evidence of the identity of their clients before we begin a relationship with 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. So to comply with the Money Laundering Regulations 2017 (The Money Laundering, Terrorist Financing and transfer of Funds (Information on the Payer) Regulations 2017) and various laws, including the Proceeds of Crime Act 2002 in particular, we will require evidence of identity for certain transactions and may decline to accept payments and deposits in cash.

In addition to asking you for evidence of identification and address we may from time to time use electronic verification in order to comply with our obligations under the Money Laundering Regulations 2017. Our obligations to maintain upto date information on our clients are of an ongoing nature.

We are also required to carry out a "Conflicts of interests" check in order to ensure that your matter does not create a conflict of interests with an existing client. See Section 26.

If you or anyone else involved with your matter intends to transfer funds to us which do not come from a UK clearing bank, please tell us without delay.

Unless we hear from you we will not use or accept these funds or complete your transaction until we have verifiable information concerning the origin of these funds. We will not be liable to you for any delay, loss or damage caused to you under these circumstances.

We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the National Crime Agency where they 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.

We are obliged 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.

Solicitors are not allowed to disclose information about a client's affairs without the client's authority. By signing this Terms and Conditions of Business and returning it to us you authorise us to disclose to the other parties in the transaction and, if applicable, to all other parties in the chain of transactions and their agents and advisers (including where relevant, the lender in a mortgage transaction), all information which we have in relation to your involvement in the transaction including any related sale or mortgage and other financial arrangements and wishes as to dates for exchange and completion. You may withdraw this authority at any time but if you do so you should appreciate that we will inform the other party or parties and their agents or advisers that this authority has been withdrawn.

We do not pass any information about our clients to third parties for commercial exploitation. We pass client information to third parties only where it may be necessary or beneficial in carrying out the work for which you have instructed us or where we have to disclose information to third parties because of our legal or regulatory obligations or to prevent fraud or money laundering. By way of example, documentation and information containing your personal details (such as your name, address and details of your claim) may, on occasions, have to be sent to your insurers, the person you are making a claim against, their lawyer or their insurer. This may take place before or after you decide to issue court proceedings, but any such action is taken in accordance with our standard practices and protocols. We may pass relevant information to our insurers if we are concerned that our work for you may have given rise to a possible liability to you on our part.

We will not be liable for any loss, damage or delay arising out of the firm's compliance with any statutory or regulatory requirement.

Our responsibility to the Court outweighs our responsibility to our clients and if we become aware that the Court has been misled then we may have to refuse to continue to act on your behalf.

#### **14. Applicable law**

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.

#### **15. Terminating the retainer / Consumer rights regulations**

You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is money owed to us for fees 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. At the termination or end of a matter we reserve the right to deduct any remaining outstanding costs due to us where we have issued a bill to you, or retain funds in our client account until any dispute or query concerning costs is finalised.

We may decide to stop acting for you, e.g. if you do not pay an interim bill or comply with the request for a payment on account, or if there is a conflict of interest. We will tell you the reason and give you notice in writing that we will stop acting for you. If we do terminate our services to you we will explain possible options to you.

If it becomes necessary for us to cease acting for you (either as a result of your failing to provide instructions or if we decide to discontinue acting) in circumstances where Court proceedings have commenced we will require you to sign a Notice of Change confirming we are no longer on the record as acting for you. Should you fail to sign and return the Notice of Change when provided to you, it may become necessary for us to ask the Court to make an order removing us from the Court record. In those circumstances you will be charged for our time spent in pursuing this application, the Court fee payable upon presentation of the application and any other expenses incurred.

If work which we have undertaken for you does not proceed to a conclusion, we will charge only for work done up to the point when the matter proves abortive and for any disbursements paid on your behalf.

Where you terminate your instructions to us before a matter is concluded, again we charge only for work done up to the point of termination. If required your files and other papers will be released once payment of our account and any other outstanding accounts has been made.

If you have given us instructions "from a distance" - for instance, by email, telephone, or by meeting with one of our lawyers outside our premises, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 will apply to our agreement with you. This gives you the right to terminate the instructions without costs to you. However, we have a right to charge you for any work undertaken during the 14 day notice period. Please see section 22 for a more detailed explanation.

## **16. Payment of commissions**

Vanderpump & Sykes LLP is authorised by the Law Society to conduct investment business under the provisions of the Financial Services Act. Any commissions which we receive (from brokers, insurance companies etc) as a result of acting for you will be used to your benefit by being applied towards any outstanding fees. Should commission received exceed fees incurred, we will pay you any balance.

## **17. Interest payment**

Any money received on your behalf will be held in our Client Account. Interest will be calculated and paid to you at the rates set by Nat West bank on their Client Deposit Manager account, subject to a minimum of £60. That of course may change. The period for which interest will be paid will normally run from the date(s) on which funds are received by us until the date(s) of issue of any cheque(s) from our Client Account. The payment of interest is subject to certain minimum amounts and periods of time set out in the SRA Accounts Rules 2011.

Where a client obtains borrowing from a lender in a property transaction, we will ask the lender to arrange that the loan cheque is received by us a minimum of four working days prior to the completion date. If the money can be telegraphed, we will request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. Such clients need to be aware that the lender may charge interest from the date of issue of their loan cheque or the telegraphing of the payment.

## **18. Client money**

Any money that we hold on your behalf is kept in a designated Client Account with the NatWest Bank. These accounts are subject to the Financial Services Compensation Scheme (FSCS) for individuals and certain small companies, which guarantees £ 85,000 compensation in the event of a banking failure. This figure may be upto £ 1,000,000 in certain circumstances for temporary high balances. However, if by co-incidence you have funds in any of these banks, the FSCS will

only pay out once per person and the limit remains at £ 85,000. It may be advisable to check with your own bank as some banks trade under different names. In the event of a bank failure you agree to us disclosing details to the FSCS.

See section 32 Cyber Crime – regarding bank account details security **IT IS UNLIKELY THAT OUR BANK ACCOUNT DETAILS WILL CHANGE – please be alert to cyber criminals attempting to change the details.**

## 19. Charges and expenses

Unless advised to the contrary, i.e. when an estimate is sent for a conveyancing transaction, our charges will be calculated mainly by reference to the time actually spent by the solicitors and other staff in respect of any work which they do on your behalf. This will include meetings with you and perhaps others, reading and working on papers, correspondence, including e-mails, preparation of any detailed costs calculations, and time spent travelling away from the office when this is necessary. It will also include any time spent in relation to our obligations under the Money Laundering Regulations.

We may on occasion need to verify the details of other lawyers bank accounts in order to properly protect your funds. We would normally do this by using a third party company in addition to using our own resources. The total charge for using this facility will be advised to you at the appropriate time and will form part of our disbursement expenses which will be clearly indicated.

From time to time we may arrange for some of this work to be carried out by persons not directly employed by this firm. You will be charged at rates not greater than those set out below. The person responsible for the day to day handling of your work will be able to give you an approximate indication of the amount of fees incurred at any given time, and discuss any other factors which may affect the final fee. The charge for our time includes the normal cost of using other resources such as telephones, email, photocopiers, facsimiles, etc.

Routine letters are charged as 6 minute units of time and we charge for the time spent on making and taking telephone calls in 6 minute units and considering incoming letters at units of 6 minutes. We recommend that you limit your contact with the firm (other than for anything urgent) in order to keep costs down. You may wish to consider using one email or fax instead of many at differing times.

The current hourly rates of the person dealing with your matter are set out in the accompanying client care letter. We will add VAT at the current rate to these at the rate that applies when the work is done.

These hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed with effect from 1 May each year. If a review is carried out before this matter has been concluded, we will inform you of any variation in the rate before it takes effect.

In addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken, any particularly specialist expertise which the case may demand.

In particular, in property transactions, in the administration of estates and in matters involving a substantial financial value or benefit to a client, a charge reflecting, for example, the price of the property, the size of the estate, or the value of the financial benefit may be considered. It is not always possible to indicate how these aspects may arise but on present information we would expect them to be sufficiently taken into account in the rates which we have quoted. Where a charge reflecting any value element is to be added we will explain this to you.

Solicitors have to pay out various other expenses on behalf of clients ranging from Land or Probate Registry fees, to court fees, experts' fees, and so on. 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 such payments generally as 'disbursements'. We normally request payment in advance for expected disbursements so that we can pay them promptly.



Please respond quickly as delay in providing funds may result in delay in dealing with the matter for you. Where disbursements are relatively small, we may exercise a discretion and make payments without your specific instructions. If you prefer, however, we are willing to undertake not to make such payments without reference to you, although this may cause delay.

If, for any reason, this matter does not proceed to completion, we will be entitled to charge you for work done and expenses incurred.

## **20. Payment arrangements**

We normally ask clients to deposit an advance payment on account of fees and disbursements. We reserve the right to make the receipt of such payment a condition of our accepting instructions.

A member of our accounts department is available to discuss payment options with you at any time.

### **a. *Property transactions***

We will normally send you our bill following the exchange of contracts and payment is required on a purchase prior to completion; (completion funds must be sent to us electronically) and at completion; on a sale. If sufficient funds are available on completion, and we have sent you a bill, we will deduct our charges and expenses from the funds.

When acting on behalf of a buyer we will do everything that is required by law and regulation regarding the status of the seller. Where the seller is using a solicitor to handle the transaction we may depend on that solicitor to have undertaken client due diligence as required by law or regulation. However, we cannot be held responsible for any loss due to the fraudulent representation of someone purporting to be the owner of the property being sold.

### **b. *Administration of estates***

We will normally submit an interim bill at regular stages during the administration, starting with the obtaining of a Grant. The final account will be prepared when the Estate Accounts are ready for approval.

### **c. *Other cases or transactions***

It is our normal practice to ask clients to pay interim invoices which will be raised at regular intervals as work progresses. They will not necessarily cover all work done but this will be made clear to you. When sending an interim invoice any payments made on account will be shown and we may ask for further funds on account so that we can continue to work on the file. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the progress of a case may result. In the unlikely event of any bill or request for payment not being met, this firm must reserve the right to stop acting for you further.

Payment is due to us within 21 days of our sending you a bill. Interest may be charged on a daily basis at 6% from the date of the bill in cases where payment is not made within 21 days of delivery by us of the bill.

In the event of payment not being made within these terms, we reserve the right to suspend work on your file where the account is unpaid and on any other matters being dealt with for you and, ultimately, to decline to represent you further. In those circumstances, final accounts will be rendered for work on all matters calculated on that date.

### **d. *Family matters***

Where your fees are subject to loan facility (for instance through Novitas Loans) and you agree that we may draw down our earned and billed fees and disbursements from that loan facility, we will only do so once you have approved our bill. The loan facility itself is a matter between you and the loan company.

## **21. Other parties' charges and expenses**

In some cases and transactions a client may be entitled to payment of costs by some other person. It is important that you understand that in such circumstances, the other person may not be required to pay all the charges and expenses which you incur with us. You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. If the other party is in receipt of legal aid no costs are likely to be recovered.

If you are successful and a court orders another party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the court order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest.

You will also be responsible for paying our charges and expenses of seeking to recover any costs that the court orders the other party to pay to you.

A client who is unsuccessful in a court case may be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses. Arrangements can be made to take out insurance to cover liability for such legal expenses. Please discuss this with us if you are interested in this possibility.

Some types of work, e.g., property purchases and settlement of large claims, may involve us in making substantial payments to third parties from the money which we hold in our client bank account. Our client account is operated in accordance with professional rules which govern payments against uncleared funds. Where money is to be paid to a third party at least four working days must be allowed for clearance of any cheques deposited with us by you or anyone on your behalf for the purpose of making such payments. In many cases, it will be both cheaper and more convenient for you to arrange for funds to be sent to us by telegraphic transfer and we will advise you when this is appropriate.

## **22. Distance selling / Instructions given outside of our premises**

If we have not met with you, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply to your file. The regulations may also apply where you have given us instructions outside our premises (e.g. at home, work or anywhere else). In this instance you will be given a cancellation notice advice giving details of your right to cancel. This means that for some non-business instructions, you have the right to cancel your instructions to us within fourteen working days of receiving this letter. You can cancel your instructions by contacting us by telephone, e-mail or letter to the person named in the accompanying client care letter as being responsible for your work. The Regulations require us to inform you that the work involved is likely to take more than 30 days.

Once we have started work on your file, you may be charged if you then cancel your instructions. If you would like us to commence work on your file immediately or within the next seven working days, please sign these terms and conditions and return to this office by post or fax.

## **23. Financial services**

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.

However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated body for the purposes of the Financial Services and Markets Act 2000.

The Solicitors Regulations Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman is the independent complaints-handling body. If you are unhappy with any investment advice you receive from us you should raise your concerns with the person dealing with your matter in the first instance and, if you are not satisfied with the final response you may escalate your complaint with either of these bodies. Please see our complaints procedures in section 30.

#### **24. Insurance mediation**

This firm is not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we may 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 Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk/register](http://www.fca.org.uk/register).

The Law Society of England and Wales is a designed 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 body. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of these bodies.

#### **25. Communication between you and us**

Our aim is to offer all our clients an efficient and effective service at all times. We are proud that we hold the accreditation **ISO 9001:2015 (LawNet) Standard** and our clients and our staff are of first importance to us. We hope that you will be pleased with the work we do for you. However, should there be any aspect of our service with which you are unhappy, please raise your concern in the first place with the person dealing with the matter or head of the department which is dealing with your case. If you still have queries or concerns, please contact the Partner responsible for the department dealing with your case. Mark Heselton is the Client Care Partner to whom any final difficulty can be reported.

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

#### **26. Conflicts of Interests**

From time to time we may come across a situation where there is a conflict of interests either between a client and another client or other clients operating within the same business or related areas. For instance, we cannot act for both parties in a divorce matter. In these circumstances we will discuss this with you and may either continue to act for you, subject to our professional duties relating to conflicts, or decline to act for you, with a full explanation as to

why we cannot proceed. We will always act as quickly as possible and try to resolve the matter. Our commitment to confidentiality will remain.

## **27. Tax advice**

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. When we specifically state that tax advice should be given in relation to a transaction you should seek advice from an appropriately qualified person. If you have any concerns in this respect, please raise them with us immediately.

## **28. Limited companies**

When accepting instructions to act on behalf of a limited company, we may require a Director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out earlier.

## **29. Financial arrangements with clients**

- We can only accept amounts of cash up to £1,000.
- On the conclusion of the retainer, money due to you will be paid by cheque (or the equivalent), but not in cash, and will not be made payable to a third party.

We reserve the right to pass on to you any charges that we may incur whilst establishing the source of funds if we feel that you have circumvented our policy.

## **30. Complaints procedure**

Vanderpump & Sykes is committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received, or you wish to query the bill, please contact the person dealing with your matter or alternatively, the Head of Department. We will do our utmost to investigate your concerns as quickly as possible. You may request a copy of our Client Complaints Policy and Procedures which detail the actions that we will take and the timescales for such action.

We have eight weeks to consider your complaint and if you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman to consider your case. You can contact the Legal Ombudsman by email at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) or by telephone on 0300 555 0333 (Minicom 0300 555 1777), or by post at PO Box 6806, Wolverhampton WV1 9WJ. Normally, 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.

The overall timeframes for making a complaint are either six years from the date of the act or omission, or three years from when you should reasonably have known that there were grounds for complaint. Please note that the Legal Ombudsman will not consider cases emanating from businesses (other than "micro businesses"), charities or clubs with an annual income of more than £1m., or trustees of trusts with assets with a value of more than £ 1m. However, these organisations may still complain to us and/or have their bills assessed by a Court.

Please note that the Legal Ombudsman will only consider your case after you have contacted us for a resolution that you are not happy with. The Legal Ombudsman will not consider any enquiries or concerns that have not been made to our firm in the first instance, nor after six months from our final response.

You have the right to object to our bill by contacting the Legal Ombudsman (as above) and/or applying to the Court for an assessment of the bill under Part 111 (one hundred and eleven) of the Solicitors Act 1974.

### **Complaints against barristers**

If you wish to complain about a barrister appointed by Vanderpump & Sykes please follow the procedure above and contact the person that you were dealing with at Vanderpump & Sykes in the first instance. However, you can complain directly to the barrister and request details of their complaints procedure.

If your complaint is about a barrister not appointed by Vanderpump & Sykes, please direct your complaint to the barrister and/or chambers concerned. Contact details can be found by contacting the Bar Standards Board at 289-293 High Holborn, London, WC1V 7HZ or calling them on 020 7611 1444. Further details can be obtained on their website at [www.barstandardsboard.org.uk](http://www.barstandardsboard.org.uk). The Bar Standards Board have an online tracing facility for barristers and a formal Complaints & Professional Conduct procedure.

If you remain dissatisfied with the barristers response you have a right to complain to The Legal Ombudsman using the above mentioned contact details.

### **31. Status of Vanderpump & Sykes LLP**

This firm is a limited liability partnership, and is authorised and regulated by the Solicitors Regulation Authority (SRA) in respect of legal services. Our registered and Head Office is at Lough Point, 2 Gladbeck Way, Enfield, Middlesex, EN2 7JA. Tel: 020 8367 3999. Fax: 020 8367 6252. Email: [vs@vanderpumps.co.uk](mailto:vs@vanderpumps.co.uk) Website: [www.vanderpumpandsykes.co.uk](http://www.vanderpumpandsykes.co.uk)

We are also an Alternative Business Structure (ABS) enabling us to appoint non-lawyer partners, members or to have owners who are non-lawyers.

### **32. Cyber crime**

The risk of any form of intrusion or attack against our operating systems is taken seriously by this firm and our IT systems are protected against this risk as much as is practicably possible. However, in common with all businesses we can never guarantee that we are able to protect against all eventualities at all times.

In this respect we would ask all of our clients to exercise a certain amount of diligence when sending sensitive information to us electronically.

We would especially ask clients to be on their guard when sending or receiving instructions concerning the transfer of funds. Where there is a reported change to bank account details it would be prudent to telephone the sender in order to confirm these changes to reduce the possibility of a fraudulent intervention by cyber criminals. In this respect we cannot be held liable for any financial loss that originates from a cyber attack on our clients' electronic devices.

**It is unlikely that our bank account details will change – if you receive a message that appears to be from us concerning a change in bank account details, please telephone the sender for confirmation using a known contact number – or via our switchboard number 020 8367 3999 – do not use the number shown on the email advising you of a change of details. On our part we will always contact you personally in order to confirm the account details should we receive a message purporting to have come from you advising us of a change in your banking details.**

**We are not responsible for any funds transferred to an incorrect bank account that does not belong to this firm.**

**33. Acceptance of these terms**

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 by you to this firm.

Although your 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 your behalf until one copy of them has been returned to us for us to keep on our file.