

## TERMS AND CONDITIONS

### 1. INTRODUCTION

All work the Firm does for its Clients is governed by these terms and conditions and any agreed written variation.

Freemans Solicitors is authorised and regulated by the Solicitors Regulation Authority – SRA No. 668114. Details can be found at [www.sra.org.uk](http://www.sra.org.uk). The Solicitors Regulation Authority's rules can be found at <https://www.sra.org.uk/solicitors/standards-regulations>

'Freemans Solicitors' is the trading name of Freemans Law LLP which is a limited liability partnership registered in England and Wales (with number OC 426561). Registered Office: 18 Bedford Row, London WC1R 4EQ. A list of the Members of Freemans Law LLP is available for inspection at the registered office, together with a list of those non-members who are also designated as partners. We use the word "partner" to refer to a member of the LLP, or to an employee or consultant with equivalent standing and qualifications. VAT Registration No. GB 342 1865 10.

In these terms and conditions:-

The "Firm" means Freemans Solicitors. References in these Terms and Conditions to 'us' 'we' and 'our' are to the Firm.

The "Client" means the person, firm or company purchasing services from the Firm. References in these Terms and Conditions to 'you' and 'your' are to the Client. Any director or other representative of a firm or company instructing the Firm is deemed to be acting with the proper authority of that firm or company in accordance with its constitution and authorisation requirements and will be instructing the Firm as the Client.

The Client relationship is solely with the Firm, and the Firm has sole legal liability for the work done for you and for any act or omission in the course of that work.

### 2. BASIS OF THE RETAINER

The Firm contracts on the basis of these Conditions and any Terms of Business/Client Care Letter provided at the outset of your matter only. Acceptance by the Firm of any instructions from its Clients shall be upon such Conditions and Terms of Business and shall override any other terms and conditions stipulated or incorporated by its Clients in their instructions or in any negotiations (save as shall have been expressly agreed orally or in writing by the Firm). No variation or representation will be binding on the Firm unless confirmed in writing by a duly authorised representative of the Firm. The

Firm is entitled to and will rely upon all information and documentation the Client may provide in the course of the Client's transaction.

### **3. YOUR RIGHT TO CANCEL**

- 3.1 We confirm that you have instructed us to act for you and upon receipt of this document and the letter confirming your instructions to act (which should be read together) this forms a Contract between us unless you otherwise write to us (together with an email to that effect to the relevant fee earner) in response advising us that you do not wish us to act.
- 3.2 You have a right to cancel the Contract with us at any time during the first 14 days of the Contract, without giving any reason for the cancellation. For the avoidance of doubt the date of the Contract will be the date that we write to you confirming the basis upon which we are acting for you upon your invitation/instruction to us to do so. If you wish to cancel the Contract you must do so in writing either using the form attached hereto or by a clear letter sent by post, fax or e-mail to the relevant fee earner confirming that you are cancelling the Contract. The date of cancellation will be the date that we receive the form or your clear letter by post, fax or by e-mail. If you do not exercise the right to cancel within the first 14 days of the contract you will lose the right to do so.
- 3.3 If you require us to and have instructed us to carry out work for you during the initial 14 day period unless you otherwise thereafter advise us in writing that you do not wish us to carry out any further work during that 14 day period we will carry out such work and will be entitled to charge you for the same even if you thereafter cancel the Contract.
- 3.4 Where you have provided us with money on account of the costs and/or disbursements of your case we will be entitled to use those monies in payment of/towards payment for any work carried out during the initial 14 days of the Contract where you have instructed us to do so and where you have not thereafter otherwise instructed us in writing not to do so.
- 3.5 We will not charge you for any work that we carry out after the date that you notify us in writing that you are cancelling the Contract and we will within 14 days return to you any monies held on account of costs and disbursements less any costs incurred by you for work carried out by us in the initial 14 day period upon your instruction. We will reimburse the monies to you using the same method of payment that you used to pay us unless you otherwise instruct us in writing.
- 3.6 Upon cancellation of the Contract we will return any papers or documents you have provided to us subject to our lien in respect of any unpaid costs and disbursements (see clause 4.5.5 below). We will not charge you for returning your papers and documents to you.

### **4. FEES AND DISBURSEMENTS**

#### **4.1 Charging Policies**

##### **4.1.1 Non Fixed Fee**

4.1.1.1 Fees will normally be charged on a time spent hourly charge basis.

4.1.1.2 At the outset of a matter, the Firm will have been able to initially assess the work which it is to undertake on behalf of the Client and will give the Client an estimate of the total time which it thinks this will take, and the total charges which it envisages will apply,

including any disbursements (i.e. payments to be made to third parties in connection with its work) to the extent that the Firm is able to do so. Please note that this is an estimate which is set out in the initial letter to the Client confirming its instructions. The Firm may revise the estimate from time to time and will advise the Client in writing of any such revision.

4.1.1.3 The Client may at any stage set an upper limit for the amount the Firm is able to charge the Client, by notice in writing to the Firm. (Save where that limit has already been exceeded so that the Client will not be entitled to any repayment or credit) once the Firm has done work whose value is up to that limit, the Firm will cease to do any further work, unless and until the Client authorises the Firm in writing to proceed.

#### 4.1.2 Fixed Fee

4.1.2.1 In some cases, it may be more appropriate for the Firm to agree a fixed fee with the Client. In such a case, save in the circumstances set out in Paragraph 4.1.2.3 below the amount charged will not vary accordingly to the amount of work done. This is contained in the initial letter to the Client from the Firm confirming its instructions.

4.1.2.2 The initial letter to the Client confirming the Firm's instructions will identify if a fee is only payable upon the successful completion of the matter. In any event all disbursements incurred to date are payable by the Client whether or not a matter proceeds to a successful completion.

4.1.2.3 If any unexpected extra work becomes necessary, the Firm will agree with the Client what the nature and extent of that work is, and the reasons why it is outside the scope of what it originally agreed. The Firm will give a supplementary estimate of the likely costs of the extra work and agree with the Client before commencing the work. If the Firm cannot reach an agreement it will not be able to carry out the extra elements. If that prevents progress being made with the main work, and that has to cease, the Firm will be entitled to be paid for the work done to date according to the above principles.

4.1.3 Disbursements – Disbursements (payments to third parties) of more than £20 will not be paid out by the Firm unless we hold sufficient monies from the Client on account to cover disbursements in full.

#### 4.2 Non-Contentious Work

4.2.1 The Firm's charges for non-contentious work will be governed by the Solicitors' (Non-Contentious Business) Remuneration Order 2009 (S.I. 2009 No. 1931) which provides for Solicitors' remuneration to be "fair and reasonable". A copy of the Order will be supplied on request.

4.2.2 Where non-contentious business is particularly complex or involves substantial value or responsibility there may be an additional element in the fee to reflect this.

#### 4.3 Contentious Work

4.3.1 Following the issue of court proceedings charges are governed by the Solicitors Act 1974 which provides for the Court in the event of adjudication to decide what charges are reasonable, a procedure known as "detailed assessment".

4.3.2 In all other cases prior to the issue of court proceedings charges are governed by the principles set out in Clause 4.1 above.

- 4.3.3 The Client is primarily liable to pay the Firm's costs even if successful in litigation against another party. The Firm will not wait for recovery of costs from a third party for payment of the Firm's costs. If successful in litigation, the Client may be entitled to recover costs from the other party to the proceedings. However, the Court's assessment of these costs rarely results in a full recovery by the successful Client. In those circumstances Clients will remain responsible for the payment of any shortfall to the Firm. If the other party is funded by the Legal Aid Agency (often known as "Legal Aid"), no costs are likely to be recovered.
- 4.3.4 In Criminal Litigation cases the Court may make an Order for some of the Client's legal costs to be repaid from Central Funds, where the Client is an individual. These Orders are always discretionary but are usually considered where the Client is found to be 'not guilty' of the charge(s) that they face or there is some other disposal at the conclusion of the court proceedings that does not result in a Guilty finding in relation to one or more of the charges that the client faced. In the event that a Defendants Costs Order is made the amount recoverable would be capped at the amount that would have been payable by the Legal Aid Agency in respect of that individual Client's legal costs had they had the benefit of a Legal Aid Representation Order. Therefore the full amount of the Client's costs will not be recoverable from Central Funds. The court will not grant a Defendants Costs Order for proceedings in the Crown Court unless the Client has made an application for a Legal Aid representation Order and this application has been refused.
- 4.3.5 In Civil Litigation matters costs awarded against the other party may attract interest from the date of the Court's order to the extent that the Client has paid the Firm's fees and disbursements, the Firm will account to the Client for any interest paid by the other party, but will otherwise be entitled to retain it.
- 4.3.6 The Client may be liable for his or her own costs even if they are 100% successful as the court has an absolute discretion whether or not to award costs to a successful party.
- 4.3.7 In Civil Litigation matters the amount recovered from the opponent will be taken to discharge the Firm's costs before being paid to the Client unless the Client has already discharged those costs in full.
- 4.3.8 If the Client withdraws from the action, he or she will normally be responsible for their own costs as well as those of their opponent.
- 4.3.9 If the case is funded by an insurer the Firm is under a duty to report the prospects of success and as a result of that report funding may be withdrawn.
- 4.3.10 A costs order made in favour of the Client does not mean automatic recovery of the Client's costs as the opponent may not be able to pay and enforcement proceedings will then be necessary. Such enforcement proceedings will be treated as a new matter and will be charged as additional work.
- 4.3.11 The Client is likely to be liable for their opponent's costs in addition to their own costs if he or she loses.
- 4.3.12 In Civil Litigation matters where the opponent makes an offer under Part 36 of the Civil Procedure Rules in settlement of the Client's claim together with interest, if that offer of payment is not accepted and the final judgment is for the same amount as offered or a lesser amount, then the Client will have to pay the opponent's costs from the date of the offer in addition to the Client's own costs.

#### 4.4 General

- 4.4.1 If disbursements (including for example, but not limited to, Court fees, Counsel's fees, fees for expert's reports, Stamp Duty Land Tax, search fees and Land Registry fees) are incurred by the Firm on behalf of the Client, they are payable by the Client to the Firm immediately on request. These disbursements will be collected by the Firm prior to the collection of any monies due pursuant to the Firm's invoice.
- 4.4.2 In the event that the Client terminates the Firm's instructions or for any reason the business or matter does not proceed to completion or a final determination then, the Firm will be entitled to charge in accordance with the foregoing provisions for the time spent in dealing with the business whether or not a fixed fee has been agreed. The time spent will be charged by reference to an hourly rate details of which will be provided to the Client in the initial letter from the Firm confirming the Client's instructions.
- 4.4.3 The Client bears primary liability for the payment of the Firm's charges and disbursements in all cases even where an order for costs or contractual indemnity has been obtained or it is expected that an order for costs or contractual indemnity will be obtained against another party.
- 4.4.4 If the Client benefits from an order that the opponent pays the Client's costs "*to be the subject of a detailed assessment if not agreed*" then the Firm will charge additionally for the time spent in any work carried out in order to seek to agree the costs and thereafter, if not agreed, proceedings to a Detailed Assessment hearing before a Court Costs Officer. In addition the Client must pay the cost of an Independent Costs Draftsman preparing a detailed bill for the Detailed Assessment, usually charged at 6% of the costs to be recovered plus VAT.
- 4.4.5 The Client is responsible for payment of the cost of seeking to enforce any order for costs or contract for indemnity against another party.
- 4.4.6 The Firm's fees attract Value Added Tax at the rate currently applicable.
- 4.4.7 The Client agrees that the Firm may in its sole discretion send formal documents and/or notices to the Client (whether or not this is also sent by other means) by email to the last known email address for the Client.

#### 4.5 Payment

- 4.5.1 Payment of an invoice is due on presentation unless an extended payment time has been agreed by prior arrangement. The Firm will normally deliver invoices in between exchange of contracts and completion on a conveyancing transaction or otherwise at intervals of between four and twelve weeks in respect of cases or transactions continuing for more than three months. If a matter does not proceed to completion for any reason whatsoever an invoice will be delivered when the Firm's work ceases or the instructions to the Firm are terminated. Disbursements are however, payable to the Firm by the Client pursuant to Condition 4.4.1.
- 4.5.2 In the case of invoices remaining unpaid for a period of fourteen days or more after the date of presentation, the Firm may charge interest to the Client on the amount unpaid, calculated on a daily basis at the county court statutory rate from time to time in force from the date of delivery of the account without prejudice to any other rights of the Firm. The Firm also reserves the right to recover any reasonable legal or third-party fees in connection with the collection of debts due to the Firm.

- 4.5.3 Payment on or before the due date is of the essence of the Contract and in the event of a Client failing to make payment on the due date the Firm reserves the right to decline to act any further.
- 4.5.4 If the Firm is working on behalf of the Client and anyone else as well, the Client's liability to the Firm will be joint and several i.e. the Firm will be able to claim the whole amount owed to it from any single party.
- 4.5.5 Where the Client is a company, limited liability partnership or other corporate entity, the directors or as the case may be, designated members of the Client (including but not limited to the director or designated member to whom the Firm's engagement letter is sent on behalf of the Client) in consideration of the Firm acting for the Client at the said director's/designated member's request jointly and severally:-
- 4.5.5.1 Warrant that the Client is properly constituted and has validly instructed the Firm pursuant to the Firm's engagement letter
- 4.5.5.2 Warrant that the Client is validly able to engage in the matter and where applicable, the sale or purchase which is the subject of the matter
- 4.5.5.3 Covenant and agree that if the Client does not comply with its obligations to the Firm, the said director or designated member as the case may be will as principal debtor indemnify the Firm in respect of any loss, costs, claims, damages, expenses or other liability whatsoever or howsoever arising or incurred out of the Client's default, including but not limited to payment of the Firm's fees and disbursements (and any VAT thereon).
- 4.5.6 Whilst payment of the Firm's fees remains outstanding for 14 days or more the Firm will not carry out any further work in the Client's matter and will be entitled to exercise a lien over the client's file and papers. This means that the Firm does not have to provide the Client with the file or a copy of it, or any papers, until all outstanding monies are paid.

## 4.6 Public/Third Party Funding

- 4.6.1 In certain cases the Client may be eligible for Legal Aid Funding or funding by an insurance policy and the Firm will discuss this possibility with the Client whenever appropriate.

## 5. CLIENTS' MONIES

- 5.1 See paragraph 15 as to interest.
- 5.2 In the cases where the Firm is to make a payment on behalf of the Client (for instances in a conveyancing transaction or as a settlement payment in litigation) the Firm requires to be placed in cleared funds at least one working day before the proposed date for payment. If payment to the Firm is by cheque, five working days from receipt should be allowed for clearance. Where the client is obtaining a loan from a third party, the Firm will request the advanced payment from that third party in accordance with the foregoing. The third party may charge interest from the date of issue of a cheque/payment.

## 6. SERVICE STANDARDS

- 6.1 During the retainer the Firm will endeavour to adhere to the following standards

- 6.1.1 to keep the Client regularly informed of progress of his matter
- 6.1.2 explain the legal work that may be required
- 6.1.3 advise of the cost/risk benefit of pursuing a matter
- 6.1.4 advise on likely timescales involved in a matter

Some or all of the above may often be subject to review and change.

- 6.2 In order for the Firm to be able to adhere to its service standards the Client must provide clear and prompt instructions and appropriate documentation on request by the Firm.
- 6.3 If the Client is dissatisfied with the handling of his or her instructions by the Firm, the Client may register the concern with his or her fee earner. This may include a concern about the Firm's bill. If, following such reference, the Client still remains dissatisfied, the Client may refer the matter to the Firm's client care partner Mr Oluwole Osibona, who will cause it to be thoroughly investigated and will make a ruling and the Client will receive a written response. The Firm will provide a copy of its complaints procedure on request, a copy of which is also available on the Firm's website. If the Firm is unable to resolve the complaint, then the Client can have the complaint independently looked at by the Legal Ombudsman. The Legal Ombudsman investigates complaints about service issues with lawyers.
- 6.4 The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which the Client is complaining or within one year of the date the Client should have realised there was a cause for complaint. The Client must also refer their complaints to the Legal Ombudsman within six months of the Firm's final response to the Client.
- 6.5 The Client can contact the Legal Ombudsman by telephone 0300 555 0333; or by email at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk); or by post at PO Box 6806, Wolverhampton, WV1 9WJ.
- 6.6 The Legal Ombudsman have rules about the complaints that they can and cannot accept. Please see their Complaint Checker (<https://www.legalombudsman.org.uk/make-a-complaint/>), or if unsure, please contact them.

## **7. OUR LIABILITY**

The Firm maintains Professional Indemnity Insurance in accordance with the requirements and rules of the Solicitors Regulation Authority. Details of the policy and the territorial coverage of the policy are available for inspection at the office of the Firm.

Despite the Firm's best efforts it may make a mistake, by which the Firm means any breach of its duties to its Client. If as a result of such a mistake the Client suffers loss, the Client may be entitled to claim against the Firm's insurance policy. No liability is admitted or accepted by this statement. If the Firm is found liable, or it is accepted it is liable to compensate the Client, the Client agrees that its liability is limited in the following respects:

- The Firm's maximum liability for any mistake (except for fraud) is £5 million (unless a different amount is agreed with the Client in writing);
- This overall limit applies whether the mistake affects just one piece of work the Firm does for its Client or several, so long as it is the same or a similar mistake or the transactions are connected;
- For the purpose of the overall limit, more than one mistake on a matter or transaction is considered as one mistake;
- The Firm is not liable to the extent that its mistake results from something the Client does or fails to do (such as giving the Firm the wrong information, or not giving the Firm information at the time the Firm asks for it or the Client failing to provide the Firm with documents in the Client's control or possession);
- If others are also responsible for the Client's loss, the Firm's liability is limited to its fair share, whether or not the Client is able to recover the rest from the others. These limits apply to the extent that they are permitted by law.
- Unless we expressly agree in writing to do so, we will not be providing advice on any type of tax in relation to any matter (including but not limited to property acquisitions and sales) and you should seek independent tax advice.
- We do not accept liability for any loss of client money held on account as a result of a failure of a bank.
- We do not accept liability for any loss arising from or as a result of a banking system failure preventing funds transfer between banks.
- If you receive an email purporting to be from a member of this Firm asking for funds to be sent to a bank account, you agree that you will, as a security measure, contact the solicitor with whom you are dealing, on the telephone to verify the bank account details **before** sending any funds. We do not accept liability for any loss arising from your failure to comply with this and the following paragraph.
- Our client account details do not change. If you have received an email asking you to send funds to a different bank account to one that we may have given you previously, it is likely that the email could be from another person who has hacked in to your email account and is trying to commit a crime by defrauding you of your money. In that situation, you **must** contact us as above immediately.
- We will be representing you in respect of the matter specified in our Client Care Letter or as set out in communications between us. Our liability to you, subject to the exclusions above, will be restricted solely to the said matter and we exclude liability in respect of any aspects or issues arising or extending beyond that or which do not directly relate to the matter. Furthermore, we exclude liability arising from any changes in law or circumstances after the conclusion of the matter.

## 8. STORAGE OF PAPERS AND DEEDS

- 8.1 The Firm will, following completion of each matter store the Client's working papers either in hard copy or soft/electronic/CD copy as long as it reasonably considers necessary following which it will confidentially destroy them. Generally, this will be 6 years after the file is completed. A nominal charge will be made for this service.



Currently the charge is £25 plus VAT per file. If your case comprises more than one file, the charge will be multiplied by the number of files relevant to the case.

- 8.2 The Firm provides a custody service in respect of Wills, Deeds and other securities. A nominal charge will be made for this service. Currently the Charge is £30 + VAT per annum.
- 8.3 Where stored papers, Wills, Deeds or securities are retrieved from storage by the Firm in connection with continuing or new Instructions to the Firm, a fixed charge will normally be made for such retrieval of £30 + VAT. However, the Firm reserves the right to make a further charge in connection with perusal, correspondence or other work necessary to comply with any instructions given by or on behalf of that Client.
- 8.4 If a client requests a copy of the Deeds or other documentation on the clients file then the Firm will charge 10p per sheet subject to a minimum charge of £20 + VAT.
- 8.5 Without prejudice to any other remedies, the Firm shall have a general right to retain all Deeds, working papers and other property in its possession and belonging to the Client until all sums due from the Client to the Firm have been paid in full. See Clause 4.5.5.

## **9. TERMINATION**

- 9.1 In addition to the right to cancel set out at Clause 3 above the Client may terminate its instructions to the Firm in writing at any time (together with an email to that effect to the relevant fee earner) but the Firm will be entitled to keep the Client's papers and documents while there is money owing to the Firm for the Firm's charges, expenses and disbursements. See clause 4.5.5.
- 9.2 In some circumstances the Firm may consider that it ought to stop acting for the Client, for example, if the Client cannot give clear or proper instruction on how the Firm is to proceed or if it is clear that the Client has lost confidence in how the Firm is carrying out its work. The same would apply if it appears to the Firm that either there is an apparent conflict of interest between the Client and another one of the Firm's Clients, or a conflict of interest between the Client and the Firm that would prevent the Firm from complying with the Firm's professional duties, or an error has been made which makes it inappropriate for the Firm to continue to act and to provide the Client with proper independent advice. In this regard the Client should note that the Firm often has a duty to a third party that may override its duty to the Client, for example its duty to the Court. In such circumstances the Firm may also stop acting for the Client.
- 9.3 If the Firm decides to stop acting for the Client, the Firm will give the Client notice of such a decision. On any termination for any reason, the Firm will retain our rights to payment under these terms.

## **10. FINANCIAL SERVICES AND INVESTMENTS**

Sometimes, legal work of the nature we do involves investments. The Firm is not authorised by the Financial Conduct Authority (FCA), and so may refer the Client to someone who is authorised to provide necessary advice. However, the Firm can provide certain limited services in relation to investments, provided they are closely linked with the legal services it is providing to its Clients, as it is regulated by the Solicitors Regulation Authority.

## 11. FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

- 11.1 The FSCS is the UK's statutory compensation scheme for customers of financial services firms. The FSCS can pay compensation to consumers if a company, ie a bank is unable, or likely to be unable, to pay claims against it.
- 11.2 Recent changes to the European Deposit Guarantee Scheme Directive (DGSD), and corresponding UK legislation, have brought about significant changes for the FSCS. There has been a change to the compensation limit for eligible claimants in the event of failure of a deposit-taking firm. As from 30 January 2017, the amount the FSCS can pay out in compensation will be £85,000 (equivalent to the €100,000 compensation limit set out in DGSD).
- 11.3 Any client funds paid to us will be held in the Firm's client account with a bank having an office in England and Wales. Currently, this is Lloyds Bank Plc.
- 11.4 Banks may have several brands and may trade under different names although they may be the same institution with only one banking licence issued by the Financial Conduct Authority. For example, Lloyds Bank Plc and Bank of Scotland are one group and may operate under the same banking licence. In that situation, the protection afforded by the FSCS is for one lot of £85,000 even though an individual may have several accounts, individually or jointly with others, with several brands of the same institution.
- 11.5 The FSCS deposit-protection scheme applies to client money in the same way as it applies to private/individual deposits. The FSCS protects the first £85,000 deposited with an authorised deposit-taking institution on behalf of a particular client. Note that the £85,000 FSCS limit applies to the individual client, and so if you hold other personal monies yourself in the same deposit-taking institution as our client account, the limit remains £85,000 in total for you.
- 11.6 We do not accept liability for any loss of client money held on account as a result of a failure of Lloyds Bank Plc.
- 11.7 If we have to make a claim for client funds under the FSCS in respect of client money on our clients' behalf, we will, subject to your consent, give certain client information to the FSCS to help them identify clients and any amounts to which they are entitled. By agreeing to these Conditions and Terms of Business, you are hereby providing such consent for us to provide the requisite information.

## 12. MONEY LAUNDERING/CASH

- 12.1 Most work that we carry out for our clients is "*Regulated Work*". If the Firm is undertaking work on behalf of its Client which is Regulated Work, as defined by the legislation governing money laundering, the Firm is obliged to carry out identity checks on its Client and sometimes people or companies associated with them before commencing any work. The Firm asks for its Client's co-operation in this regard. If the Firm is unable to complete these checks it will not be able to carry out work on its Client's behalf.
- 12.2 If we receive payments from any third party on your behalf, the person dealing with your matter will need to follow certain procedures we have in place in order to ensure that we comply with anti-money laundering regulations. The Fee Earner with conduct of your matter will need to obtain evidence and verification of the third party's identity as explained below. The source of any third-party funds and wealth will also need to be

verified and we shall also require the reason as to why the third party is paying on your behalf. We reserve the right to refuse payments which are not from you personally and we cannot accept any liability for any problems, resulting costs, interest payments or penalties (e.g. time delays) that subsequently arise from us doing so. We appreciate your kind cooperation should it be necessary to make enquiries with you. Please note, where we refuse a third-party payment, we may be bound by the regulations not to return the payment to the sender.

12.3 Please note, the identification requirements referred to herein and in our client care letter may vary depending on the matter type and the individual circumstances of the case. We therefore reserve the right to request further documentation or information should we deem it appropriate in order to satisfy the Money Laundering Regulations 2017 and any other such governing regulations and/or legislation from time to time.

12.4 The forms of identification and documentation that may be required by the Firm are:-

12.4.1 a certified copy passport or driving licence (incorporating photograph and the paper counterpart)

a utility bill, bank statement or credit card statement showing the home address of the Client dated within three months of the start of the retainer

a copy of the bank statement for the account from which the Client will be making payment of the Firm's costs, and

written confirmation from the Client's bank confirming source of funds/wealth and other details as we may require.

12.4.2 In the case of a company

a copy of the Certificate of Incorporation

a copy of the Company Memorandum and Articles

a copy of the up to date Appointment of Director form for the person who will be signing our Client Care Letter

a utility bill, bank statement or credit card statement showing the home address of the Director dated within three months of the start of the retainer

a copy of the bank statement for the account from which the Company Client will be making payment of the Firm's costs

We will also require:

copies of the up to date registers of shareholders and directors showing the names of all shareholders, beneficial shareholders and directors in the Company

a certified copy passport or driving licence (incorporating photograph and the paper counterpart) for each such shareholder, beneficial shareholder and director

a utility bill, bank statement or credit card statement showing the home address of each such shareholder, beneficial shareholder and director dated within three months of the start of the retainer

a copy of the up to date register of persons with significant control showing the names of all such persons in relation to the Company

a certified copy passport or driving licence (incorporating photograph and the paper counterpart) for each person with significant control

a utility bill, bank statement or credit card statement showing the home address of each person with significant control dated within three months of the start of the retainer

Where any company Client has corporate directors or shareholders, those companies will also have to provide the same documents listed above for all individuals who may be directors and shareholders.

In the case of trusts who may be the Firm's client, such of the above as may be relevant will be required, in addition to identification documentation relating to individual beneficiaries of the trust.

If we meet with you the original documents should be produced and the copies do not need to be certified. If we do not meet with you we will usually accept certified copies but we will need them to be certified by a trusted third party, such as another solicitor, holding a current practising certificate issued by the Solicitors Regulation Authority for England and Wales or a chartered accountant or doctor. In the case of documents provided as photographic evidence, they should write "***I hereby certify that this copy is a true and accurate copy of the original which was presented to us by the person named therein and I certify that the photograph therein is a true likeness of that person***" on the copies, and in the case of other documents, they should write "***I hereby certify this document to be a true and accurate copy of the original***" on the copies, and sign and date them and include their name, occupation and contact details.

- 12.5 It is important that the Client should understand that, in certain circumstances, the legislation referred to above may oblige the Firm to report suspicions involving possible money laundering and terrorist financing to the authorities. The Firm is prohibited from advising you of any such report it makes (known as "tipping off").
- 12.6 If, as a result of the Firm complying with the terms of this legislation, the Firm would be obliged to do, or refrain from doing, anything in relation to the Client's work whilst the authorities investigate the report, then the Firm shall not be liable for any consequences of that.
- 12.7 The Firm's policy is not to accept cash (save for money for our fees and disbursements, and then up to a limit of £500 in any 28 day period or in the case of Immigration Emergency Application matters up to £2,000 in that period where the Client is unable to pay by credit or debit card). If the Client circumvents this policy by depositing cash direct with the Firm's bank the Firm reserves the right to charge for any additional checks it deems necessary regarding the source of the funds/wealth and the return of the funds. If funds are returned, we cannot accept any liability for any problems, resulting costs, interest payments or penalties (e.g. time delays) that subsequently arise from us doing so.
- 12.8 If the Client is a trust or an overseas company/entity or if the Firm considers it necessary in all of the circumstances the Firm will require additional documentation to ensure that it complies with the law on anti-money laundering.
- 12.9 Note that the Firm may instruct search agencies to conduct online searches in respect of the Client/any directors/beneficial shareholders and associated persons or

companies to verify any identification documents provided to the Firm. The fees for these searches may appear on your bill under disbursements.

- 12.10 The Firm will need to know details of the source of funds and source of wealth to be used for the purposes of a transaction and the Client will usually be required to complete and return a "Source of Funds" Questionnaire and to clarify any follow-up queries by the fee earner.

### **13. INSURANCE DISTRIBUTION**

- 13.1 The Firm is not authorised by the Financial Conduct Authority. However, the Firm is included on the register maintained by the Financial Conduct Authority so that it can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of the Firm's business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk/firms/financial-services-register](http://www.fca.org.uk/firms/financial-services-register). The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but the responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body of the Law Society.

- 13.2 We do not have any direct or indirect holdings which represent more than 10% of the voting rights or the capital of an insurance broker, an insurer or any individual or organisation carrying out insurance business (an Insurance Undertaking). No Insurance Undertaking or parent of an Insurance Undertaking has any direct or indirect holdings which represent more than 10% of the voting rights or capital of the Firm. We do not receive any commission or financial incentive for arranging contracts of insurance nor do we provide any personal recommendations for contracts of insurance.

### **14. OUTSOURCING OF WORK/CONFIDENTIALITY**

- 14.1 From time to time the Firm's administrative work such as typing and copying is outsourced. Whilst every effort is made to protect confidentiality there are by the nature of outsourcing potential risks involved. If the Client objects to outsourcing in this manner s/he must inform the Firm failing which the Firm does not accept liability for any failing in client confidentiality arising from outsourcing. Further if the Client does not wish any work to be outsourced the Firm reserves the right to make an additional administration charge relating to the Client's work.
- 14.2 The Firm may be required to produce all or part of the Client's file to assessors or auditors as part of an audit or quality check.
- 14.3 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.
- 14.4 The Firm uses a case/practice/document management system that stores all client files and information in the cloud.

## **15. PAYMENT OF INTEREST**

All money received on the Client's behalf will be held in the Firm's client account. Interest will be calculated and paid to the Client at the rate set by the Firm's Bank. This rate may change. The payment of interest is subject to certain minimum amounts and periods of time set out in the Solicitors' Accounts Rules 2011.

- 15.1 If the Firm hold money in a separate designated client account on the Client's behalf, the Firm will account to the Client for all the interest earned on that account. The Firm will not be under obligation to obtain best interest rate products.
- 15.2 If the Firm hold money in a general client account on the Client's behalf then the Firm will account to the Client for a sum in lieu of interest calculated as below.
- 15.3 Interest per 15.2 above will only be paid on cleared funds and in that respect:
  - 15.3.1 It is the Firm's policy that cheques are only treated as cleared funds on the 7<sup>th</sup> working day after it was banked.
  - 15.3.2 Monies received by CHAPS will be treated as cleared funds on the date of receipt.
  - 15.3.3 Monies received by BACS will be treated as cleared funds on the day after receipt.
  - 15.3.4 Cash will be treated as cleared funds on the day it is banked.

The interest rate applied will be the equivalent of the rate earned for the sum held in a Lloyds Bank Plc Solicitor Client Account.

- 15.4 The Firm will not account to the Client for any interest in the following situations:
  - 15.4.1 If the amount calculated is £50 or less which is the Firm's de minimus limit;
  - 15.4.2 on money held for the payment of a professional disbursement or the Firm's fees;
  - 15.4.3 on an advance from the Firm into the Firm's general client account to fund a payment on the Client's behalf in excess of funds already held for the Client in that account;
  - 15.4.4 if there is an agreement to contract out of the provisions of this policy.
- 15.5 The Firm will calculate and pay interest once the Client's matter has been concluded unless otherwise requested.

## **16. PROPERTY MATTERS**

- 16.1 We do not advise on any physical or valuation aspects of any property or fixtures fittings and contents therein and you must in all respects rely on your own enquiries, inspection or survey. Furthermore, we will not be required to consider or comment on any aspect of your survey report unless you draw our attention to matters therein with a specific request for our input from a legal perspective.
- 16.2 We do not inspect any property and nor are we required to. We will therefore rely upon the information we receive from you regarding factual matters about the property. If there are any discrepancies in the plan as against any physical aspects of the property or in the title that you become aware of during your inspection and survey, you must bring these to our attention so these may be investigated further.

## **17 DATA PROTECTION**

- 17.1 The Firm is registered under the Data Protection Act 1998 as amended from time to time, including the General Data Protection Regulation. The Firm is therefore authorised to collect and store personal data as to its clients or others involved in the Client's transaction as stated above. For further details of how the information will be used, please see our Privacy Notice at the end of this document.
- 17.2. We may receive personal data from you for the purposes of our money laundering checks, as mentioned above. These will be processed only for the purposes of preventing money laundering and terrorist financing, or as otherwise permitted by law or with your express consent.
- 17.3. You consent to us retaining such data for longer than the five year statutory period, unless you tell us otherwise in writing.

## **18 KEEPING YOU INFORMED**

- 18.1. Quite apart from the immediate matter we are handling, we like to send present and past clients information that we think might be of interest to them. That can include information about legal developments or publicity information about us and our services. You can change your mind at any time, so if you later want to opt out from receiving such information, just let us know, preferably in writing or by e-mail.

## **19 EQUALITY AND DIVERSITY**

The Firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees, and is required to produce a written equality and diversity policy. Please contact the Firm if you would like us to send you a copy of that equality and diversity policy.

## **20 FORCE MAJEURE**

The Firm shall bear no liability for loss, damage or delay howsoever arising caused by circumstances outside its reasonable control of whatsoever kind.

## **21 INVALIDITY**

If any part of these Conditions is held by any Court or competent authority as invalid, the validity of the remainder of these conditions and of the remainder of the provisions in question shall not be affected thereby.

## **22 JURISDICTION**

The construction, validity and performance of this contract shall be governed in all respects by the Laws of England. The Firm and the Client submit to the exclusive jurisdiction of the English Courts.

## **Data Protection Privacy Notice**

We use the information you provide primarily for the provision of legal services to you and for related purposes including but not exclusively:

- for updating and enhancing client records
- for analysis to help us manage our practice
- for statutory returns
- for legal and regulatory compliance
- for keeping you up to date about developments in the law and our services
- if it is necessary for our legitimate interests or those of a third party, (unless at any time you inform us in writing that you do not want to receive any marketing or other contact from us)

Our use of that information is subject to your instructions, data protection law and our duty of confidentiality. We will only use your information to perform our contract with you, for legal compliance or where we require your data to pursue our legitimate interests in a way which might reasonably be expected as part of running our business and which does not materially impact your rights, freedom or interests. For example, we might use your email address to send you direct marketing information, telling you about updates in the law and services that we think might interest you. You can at any time ask us by e-mail or in writing not to send you such marketing information.

Please note that our work for you may require us to pass on such information to third parties such as expert witnesses and other professional advisers, including sometimes advisers appointed by another party to your matter. We may also give such information to others who perform services for us, such as typing or photocopying, or search providers that provide information from credit reference or fraud prevention agencies, electoral roll, court records of debt judgements and bankruptcies and other publicly available sources. Our practice may be audited or checked by our accountants or our regulator, or by other organisations. We may copy such information outside the European Economic Area and whilst there is not an adequacy decision by the European Commission in respect of those countries, we have put in place contractual terms to ensure that your personal information is treated by those third parties in a way that is consistent with and which respects the EU and UK laws on data protection. All such third parties are required to maintain confidentiality in relation to your files.

You have a right of access under data protection law to the personal data that we hold about you. We seek to keep that personal data correct and up to date. You should let us know if you believe the information we hold about you needs to be corrected or updated. Please contact our Compliance Officer for Legal Practice (COLP) Nina Hansen on 020 7935 3522 or [nh@freemanssolicitors.net](mailto:nh@freemanssolicitors.net).

## **Data Protection in Respect of Money Laundering Checks**

We may receive personal data from you for the purposes of our money laundering checks, such as a copy of your passport/driving licence and utility bill or bank statement showing your residential address. These will be processed only for the purposes of preventing money laundering and terrorist financing, or as otherwise permitted by law or with your express consent.

You consent to us retaining such data for longer than the five year statutory period, unless you tell us otherwise.



## **Data Protection – Your Obligations**

If you send us personal data about anyone other than yourself you will ensure you have any appropriate consents and notices in place to enable you to transfer that personal data to us, and so that we may use it for the purposes for which you provide it to us.

### **Data retention**

#### **How long will you use my information for?**

We will only retain your personal information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

### **Rights of access, correction, erasure, and restriction**

#### **Your duty to inform us of changes**

It is important that the personal information we hold about you is accurate and current. Please keep us informed if your personal information changes.

#### **Your rights in connection with personal information**

Under certain circumstances, by law you have the right to:

**Request access** to your personal information (commonly known as a "data subject access request"). This enables you to receive a copy of the personal information we hold about you and to check that we are lawfully processing it.

**Request correction** of the personal information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.

**Request erasure** of your personal information. This enables you to ask us to delete or remove personal information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing (see below).

**Object to processing** of your personal information where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground. You also have the right to object where we are processing your personal information for direct marketing purposes.

**Request the restriction of processing** of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it.

**Request the transfer** of your personal information to another party.

If you want to review, verify, correct or request erasure of your personal information, object to the processing of your personal data, or request that we transfer a copy of your personal information to another party, please contact the COLP in writing.

**No fee usually required**

You will not have to pay a fee to access your personal information (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for access is clearly unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances.

### **What we may need from you**

We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

### **Right to withdraw consent**

In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal information for a specific purpose, you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent, please contact our COLP Nina Hansen on 020 7935 3522 or [nh@freemanssolicitors.net](mailto:nh@freemanssolicitors.net). Once we have received notification that you have withdrawn your consent, we will no longer process your information for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

### **Complaints**

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues.



Registered Office: 18 Bedford Row, London WC1R 4EQ;  
Tel: 020 7935 3522; Fax: 020 7535 1335

[www.freemanssolicitors.net](http://www.freemanssolicitors.net)

We do not accept service of any notice or formal documents by email.

**Cancellation of retainer with Freemans**

To Freemans Law LLP of 18 Bedford Row, London WC1R 4EQ; Fax no 0207 535 1335;  
Email address: [info@freemanssolicitors.net](mailto:info@freemanssolicitors.net)

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] retainer in respect of legal services as follows: [\*\*]

.....  
.....

Ordered on [\*]/ received on  
[\*].....

Name of client(s),  
.....

Address of client(s),  
.....  
.....

Signature of client(s) (only if this form is notified on paper),  
.....

Date  
.....

[\*] Delete as appropriate.

[\*\*] Please complete as far as you are able, **description of your matter and the matter reference (which you will find at the top of our letters to you)**