

MANCHESTERS SOLICITORS
CLIENT CARE INFORMATION AND TERMS OF BUSINESS

All solicitors are required to give certain client care information at the outset of a matter:

1. Amount of costs.

These will be approximately as shown on the covering letter, unless your instructions or circumstances vary substantially. If it becomes necessary to vary the estimate, then you will be notified. Such variation will be based on special skill required or difficulty involved, the importance to you, the amount or value of any property involved, the need to expedite the work done and solicitor's and clerk's time. The estimate relates to and is limited to the work set out in the covering letter. If anything arises outside those limits we will notify you in advance if as a result it becomes necessary to vary the estimate. Please also note the likely payments to others. If these vary we shall also let you know. Solicitor's time is charged at a rate of £325 per hour plus £65 VAT and clerk's time at £120 per hour plus £24 VAT.

2. Time Estimate

This is as set out in the covering letter.

3. Payment of Costs

Interim bills will be delivered at intervals in the course of the matter for payment at that time. The final bill will be issued at the conclusion of the matter. In the case of probate and estate administration an interim bill will normally be submitted at the time the grant of representation is issued, or earlier. You should check that you have sufficient funds to pay your costs since we will not do this for you. In the case of probate and estate administration we will normally deduct our costs out of the realisation of assets belonging to the Estate. In the case of wills and lasting powers of attorney we may ask you to pay by cheque when you have signed your Will and we may ask for money on account at an earlier stage.

If you are in breach of any obligation to others, you may have to pay their costs. We will not make arrangements for those costs to be paid by anyone other than you.

You have the right to challenge or complain about a bill by way of the complaints procedures referred to below. You also have the right to apply for assessment of the bill under Part III of the Solicitors Act 1974.

4. Interest

Each quarter we will calculate the gross interest due on monies held for you on our client account, the rate of interest will be limited to that available from our bank.

Our fee for calculating the gross interest will be £125.00 plus VAT. If the interest earned is greater than this, we will pay the excess to you.

5. Objectives

The objective is to conclude the matter referred to in the heading to the covering letter.

6. Contact and Updates

The name of the solicitor who will be dealing with this matter is mentioned in the attached letter. If you telephone, please ask for the person dealing with the matter, but if they are not available do not hesitate to ask for one of the other persons named at the head of the letter.

We will update you by telephone or in writing with progress monthly, or following agreed events.

We will communicate with you in plain language.

We will explain to you in writing the legal work required as your matter progresses.

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

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

7. Our responsibilities to you

We will review your matter regularly.

We will advise you of any changes in the law.

We will advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter.

8. Your responsibilities to us

You will provide us with clear, timely and accurate instructions.

You will provide all documentation required to complete the transaction in a timely manner.

You will safeguard any documents that are likely to be required for discovery.

9. Professional indemnity insurance

This firm maintains professional indemnity insurance, in accordance with the requirements of the Solicitors Regulation Authority. Details are available on request by contacting our office.

10. Banking

Your money will be held by us in the normal way on a general or specially designated client account in our name at a bank or building society and, subject to what we say below, the profession compensates you to its full extent in the highly unlikely event of our default.

Currently we bank principally at Barclays Bank, but we may also hold clients' money at Natwest Bank and we may extend this to other deposit-taking institutions. We have no control over the solvency or otherwise of deposit-taking institutions such as banks

or building societies and cannot, therefore, accept responsibility for their collapse. It follows that you will not be able to recover compensation either from us or under the solicitors' compensation scheme under such circumstances. We stipulate that the money is to be held by us at a deposit-taking institution entirely at your risk and we are not to be held liable for your losses arising in consequence of a collapse.

There is a statutory scheme called the Financial Services Compensation Scheme (FSCS) under which the FSCS compensates individual clients in the event of a collapse of a deposit-taking institution, but there are important restrictions you should carefully note:

- (i) Compensation is limited to £85,000;
- (ii) Although compensation is payable in respect of each institution, if you hold money at the same institution as the one with which we hold your money, your compensation is limited to £85,000 in total;
- (iii) Some deposit-taking institutions have several brands, that is to say, they trade under different names. The compensation limit is per institution, not brand. You should check carefully with the institution, the Financial Services Authority or a financial adviser for more information;
- (iv) In signing and returning this client care letter you authorise us to disclose your details to the FSCS in the event of the failure of a deposit-taking institution;
- (v) Compensation may be affected when the UK leaves the European Union.

11. Data Protection

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

Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you.

We may from time to time send you information that we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

12. Retention of papers and documents

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

We will keep our file of your papers for up to six years, except those papers that you ask to be returned to you. We keep files on the understanding that we can destroy them six years after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody.

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 producing stored papers that are requested
- reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

13. Complaints

If at any time you feel your needs are not being met please do not hesitate to contact the person dealing or a person named on the letterhead since it is important that your concerns are dealt with promptly and efficiently. As required, we have a complaints procedure, details of which are available on request.

If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman at P O Box 6806, Wolverhampton WV1 9WJ to consider the complaint. 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 or within six years of the act or omission about which you are complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it).

14. Acting for Others

We will not act for any other person in the course of the matter. Where you are instructing us jointly with another or others (for example, where you are joint executors or administrators or trustees) we will treat the instructions of any one of you as the instructions of you all and for that purpose each of you appoints the others as agent. If there is a difference in those instructions then no further progress can be made unless the difference is resolved and it may be necessary for us to cease to act. We are obliged to disclose all relevant information coming into our possession to all clients, even though it may be adverse to the interests of individual clients or relate to personal matters. You understand that we act for all of you jointly not individually. If you require separate or individual advice on any aspect, you should instruct another solicitor for that purpose to look after your individual matters. In some cases in relation to probate and administration of estates we may act for only one or some of the personal representatives, in which case you are notified in the covering letter.

Where we are also acting for your proposed mortgage lender we have a duty to fully reveal to the lender all relevant facts about the purchase and mortgage. This includes:

- any differences between your mortgage application and information we receive during the transaction
- any cash back payments or discount schemes that a seller is giving you

15. Means of Contact

We anticipate you will wish only to contact us by post, delivery, or telephone. Where contact by E-mail has been agreed, please note that our in-boxes are checked within 24 hours Monday to Friday. We rely on you to keep updated with your contact details. We may contact you now or in the future for the purposes of our business.

16. Conflicts of Interest and Confidentiality

We may need to cease to act if conflicts of interest become possible or issues relating to confidentiality become possible. This should please be read in conjunction with 14 above which refers to anticipated conflicts and confidentiality issues which do not apply because you have given your prior consent.

17. Money Laundering

Where we hold property or money on your behalf we are required to get satisfactory evidence of your identity and sometimes people related to you. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money.

To comply with the law, we need to get evidence of your identity as soon as possible. Our practice is to require you to provide us in person with your current passport or driving license and a utilities bill addressed to you at your current address and which is no more than three months old. If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity. In certain circumstances it is also our procedure to verify the identity of clients by means of an online verification service.

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.

18. Cancellation

You may end your instructions to us in writing at any time.

We may decide to stop acting for you only with good reason. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we should stop acting for you, you will pay our charges up until that point. These are calculated on an hourly basis plus expenses as set out in these terms and conditions.

If you accept these instructions by email or a phone call please bear in mind that you have fourteen days from doing so in which to cancel those instructions using the attached form. Notwithstanding this, please note that we will not proceed without your written instructions either by letter or email. We do not regard a phone call as sufficient for our own purposes.

Where one of our staff personally attends on you away from our offices and either you sign these terms of engagement in their presence, or you telephone to accept them, or email your acceptance of them then the following notice then applies to you:

NOTICE OF YOUR RIGHT TO CANCEL THE CONTRACT

1. We are Manchesters Solicitors practising as Manchesters Solicitors and as Manchesters Estate Agents at 19-21 Limpsfield Road Sanderstead South Croydon CR2 9LA
2. The contract or offer is identified by its date and the address of the property to which it relates.
3. You have a right to cancel the contract if you wish and this right can be exercised by delivering, or sending (including by electronic mail) a cancellation notice to the person mentioned in the next paragraph at any time within the period of 14 days starting with the day of acceptance of this contract.
4. The name and address of the of the person to whom a cancellation notice may be given is: James Manchester of Manchesters Estate Agents, 21 Limpsfield Road, South Croydon, CR2 9LA and his email address is: law@manchesterdurman.com
5. Notice of cancellation is deemed to be served as soon as it is posted or sent (or in the case of an electronic communication from the day it is sent) to us.
6. You can use the cancellation form provided if you wish.

CANCELLATION NOTICE

If you wish to cancel the contract you must do so in writing and deliver personally or send (which may be by electronic mail) this to the person named below. You may use this form if you want to but you do not have to.

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT.)

To: James Manchester, Manchesters, 21 Limpsfield Road, South Croydon CR2 9LA
I/We (delete as appropriate) hereby give notice that I/We (delete as appropriate) wish to cancel my/our (delete as appropriate) contract :

date of contract:

address of property:

Signed:

Name and Address:

Date:

19. EU General Data Protection Regulations (GDPR)

For our GDPR privacy policy please visit this web link:
<https://www.iubenda.com/privacy-policy/892560/full-legal>.

20. The Consumer Protection from Unfair Trading Regulations 2008 (as amended)

If you are selling in a business capacity these regulations have introduced a separate duty of care on the part of a seller placing greater emphasis on the importance of not misleading a buyer by provide incorrect or ambiguous information, or by omitting to provide material information. When acting for you we are under a duty (whether or not you sell in a business capacity) to consider the buyer's rights under these regulations to the extent that if material information comes into our hands we may have to consider whether it should be disclosed. A buyer may have additional rights of redress under these regulations for non-disclosure including the right to cancel the transaction and seek damages.

By signing the attached letter you agree to this client care information and terms of business which will form part of our terms of engagement.