

# **Foot Tayler Client Care and Terms and Conditions of Business Conveyancing**

We have prepared this document to make our Terms and Conditions of Business as clear and understandable as possible, and to anticipate, as best we can, any queries you may have about working with us. However, we are always pleased to discuss any issues further if required. This is an important document and we suggest you keep it safe for future reference.

The following areas are covered in these Terms and Conditions of Business:

1. Service standards
2. Business Structure
3. Responsibilities
4. Hours of business
5. Anti-money laundering obligations
6. Financial matters
7. Your mortgage lender
8. Stamp Duty Land Tax (SDLT)
9. National Conveyancing Protocol
10. Limitation of liability
11. Professional indemnity insurance
12. Equality and diversity
13. Data protection
14. Storage of papers
15. Review of files
16. Ending our services
17. Complaints
18. Applicable law
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## **1. Service standards**

We aim to provide you with high standards of service at all times. We are also committed to the Professional Standards laid down by the Solicitors Regulation Authority.

We will:

- keep you regularly informed in writing of progress with your matter;
- communicate with you in plain language;
- explain to you in writing the legal work which is required as your matter progresses;
- keep you advised of the likely timescales for each stage of this matter and any material changes in those estimates.

Once we receive these Terms and Conditions of Business signed by you, we will notify you of the following details:-

1. The name of the person or persons dedicated to dealing with your matter on a day to day basis.
2. The name of the supervising Fee Earner if applicable.

If for any necessary or unavoidable reasons we have to change the Fee Earner dealing with your matter, we will inform you of the change and why it has happened.

We would ask you if you do not understand anything to please always ask. We want you to be happy with our service and to make it as 'pain free' as possible. We are here to help you.

## **2. Business Structure**

Foort Tayler is a Limited Company regulated by the Solicitors Regulatory Authority under SRA number 9447416. The registered address of Foort Tayler Ltd is 42 High Street, Great Dunmow, Essex, CM6 1AH. Foort Tayler is a trading name of Foort Tayler Ltd.

There are four Directors of Foort Tayler Ltd: Sheelagh Foort, Shelley Tayler, Keeley Hanmer and Helen Kirkham.

## **3. Responsibilities**

To achieve the best possible outcome in your case, we need to work together with you. We will:

- review your matter regularly;
- advise you on the law;
- follow your instructions;
- (if applicable) 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.

You need to:

- provide us with clear and timely instructions;
- provide us promptly with the information and documents required to complete the transaction.

## **4. Hours of business**

Our office hours are from 9am to 5pm Monday to Friday. Messages can be left on the answer phone outside these hours and appointments may be able to take place at other times when this is essential.

## **5. Anti-money laundering obligations**

### **5.1 Evidence of identity**

The law requires solicitors alongside banks, building societies and other professional bodies to obtain satisfactory evidence of the identity of their client and, at times, people related to the client or their case. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money.

In order to comply with the law on money laundering, we need to obtain evidence of your identity as soon as practicable, and in any event before we can proceed with your matter.

Unless you are an existing client who has previously supplied information, you are requested to supply; one item from List A and one item from List B. We need to see the originals, which will be returned to you after we have taken copies.

#### **LIST A – Proof of Identity**

1. Current fully signed Passport
2. Current full UK Driving Licence (paper) or UK Photocard Driving Licence.

#### **LIST B – Address Verification**

1. A bill for the supply of electricity, gas, water or telephone services (provided it is fewer than three (3) months old). Mobile phone bills are not acceptable.
2. Council Tax bill (provided it is fewer than three (3) months old).
3. Credit Card/Bank Statement (provided it is fewer than three (3) months old) showing current address.
4. UK Driving Licence provided not used for proof of identity.

If you are unable to provide us with the specific identification requested, please contact our office as soon as possible so that we can discuss alternative ways to verify your identity.

In addition to the above it may be necessary for us to carry out an enhanced electronic identity check which incorporates a credit data search and will leave an ID check footprint. Unless we hear from you otherwise, we will assume that by signing and returning the “Clients Initial Instruction Form” you are giving us consent to carry out the enhanced identity check.

### **5.2 Confidentiality**

We are under a professional and legal obligation to keep details of your case confidential. This obligation, however, is subject to a statutory exception, which may require a solicitor who knows or suspects that a transaction on behalf of a client may involve money laundering or terrorist financing to make a disclosure to the Serious Organised Crime Agency.

If we are required to make a disclosure in relation to your matter, we may not be able to inform you that a disclosure has been made. We may also have to cease acting in your matter for a period of time and may not be able to tell you the reasons for it.

## **6. Financial matters**

### **6.1 Financial arrangements**

It is our policy to only accept cash up to £350.00 from clients.

If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.

Where funds are due to us from a client, for anti-money laundering purposes we only accept funds transfers in to our Client Account from our clients themselves. No funds will be accepted from another source on your behalf.

In exceptional circumstances and by prior agreement we may consider expressly approving this but will need to carry out all due diligence we feel is required, before approving, in order to safeguard ourselves. Regardless, we reserve the right to unquestioningly reject such a request at our own discretion.

Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash.

If we are instructed jointly on a transaction and you require monies to be paid into a sole account, we will need written authority from both parties.

### **6.2 Holding Client Monies, and Interest Payable on Client Monies Held**

As part of carrying out your instructions to us we may need to hold your money. Any money received on your behalf will be held in our practice's client account. Money held by us (and accrued interest or fair sums in lieu of interest) may be taken by us in payment or part payment of our bills or expenses paid on your behalf, whether overdue or related to the subject matter of the bill or disbursement or not. This will include bills, expenses and monies held for or on behalf of persons or entities associated with you or in which you have an interest, unless specifically excluded in writing.

All monies held by us for you will be deposited with a bank or banks that we consider to be reputable. However, we cannot guarantee the security of money held in our client bank account(s) against the risk of losses arising from the failure or default of any bank. If any bank should fail to remit such money to you, to us or to a third party on your behalf, we will have no liability to make good any shortfall or to otherwise compensate you for any loss arising as a result, unless we acted in breach of our contractual or other duties to you when choosing our bank(s). In that case, our aggregate liability to you and any other person who suffer loss as a result of the failure of any bank to remit money held for you shall be limited to a maximum of £5 million (please see section 8 – Limitation of Liability)

In holding client's money, we have an obligation to pay interest on that money at a fair and reasonable rate, if the amount held is of a significant value and/or held for a significant period of time. We aim to account to you for interest at a reasonable rate, however, as the holding of your funds is incidental to carrying out your legal

instructions, the rate is unlikely to be as high as the rate you may be able to obtain when depositing the money with your bank.

Subject to certain minimum amounts and periods of time, interest will be calculated at the rate from time to time payable on our Barclays Bank Client Account. The period for which interest will be calculated and paid will normally run from the date(s) on which cleared funds are received by us, until the date(s) that payment(s) from client account are made.

*Full details can be found in our interest policy, which we can provide upon request.*

### **6.3 Costs**

We have agreed a fixed fee with you in accordance with our quotation. Expenses and VAT are payable in addition to that amount.

There may be items such as a fee payable to the landlord or management company, or additional copies of documents. We will try to notify you as soon as possible of any additional expenses.

If unforeseen additional work comes to light as necessary, we will inform you to that effect. Examples of such instances are; if your requirements or the circumstances change significantly during the matter, or unexpected difficulties arise. We will inform you in writing of estimated additional work and the cost to you, and will expressly agree this with you before proceeding with the work. If we cannot reach agreement, we will do no further work and charge you for work to date.

A payment of £350.00 per transaction is required at the outset, to cover the initial expenses including searches and disbursements. We may request further payments on account for expenses as the matter progresses. All such amounts will be shown as paid in the final completion statement. We will not seek payment of our costs until shortly before completion.

We will send you our bill, and completion statement prior to completion.

The completion statement sets out all the payments we need to make and amounts we anticipate receiving, on your behalf. The completion statement will also state either the balance you need to provide in order for the matter to complete, or proceeds due to you following completion.

Where monies are required from you to complete, it must be cleared funds in our bank account no less than two working days prior to the completion date.

If you are obtaining funding for a purchase from a mortgage lender, we will ask for the loan advance in cleared funds one working day before the completion date so as to ensure that the necessary funds are available in time for completion. The lender may charge interest from the date of issue of their loan cheque or the telegraphing of the payment. For more information on these charges contact the lender directly.

If the matter does not complete, we will make a charge for the amount of work carried out up to the point we cease working on the file. This will not exceed that stated in the estimate. VAT and expenses will also be added.

We reserve the right to charge you interest on unpaid bills at 5% over Barclays Bank Base Rate per year, from one month after the delivery of our bill.

#### **6.4 Insurance advice**

We are not authorised by the Financial Conduct Authority. We are, however, included on the register maintained by the Financial Conduct Authority so that we may carry out insurance mediation activity, which is broadly the advising on and selling and administration of insurance contracts. This part of our 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](http://www.fca.org.uk).

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society. The Legal Ombudsman deals with complaints against lawyers.

### **7. Speaking to your mortgage lender**

If we are acting for your proposed mortgage lender, we are obliged to obtain your written confirmation that you are happy for me to liaise with the lender. By signing and returning these Terms and Conditions of Business you are giving me this authority. If you have any concerns with this then please let me know immediately.

We have a duty to make full disclosure to your lender of all relevant facts relating to you, your transaction and mortgage. This will include disclosure of any discrepancies between the mortgage application and information provided to us during the transaction and any cashback payments or discount schemes which the transaction may involve. If a conflict of interest arises, we must cease to act for you in this matter. If the transaction involves the redemption or consent from an existing lender, we need to obtain a redemption statement from your mortgage company. Once contracts have exchanged we will obtain a further redemption statement calculated to the date of completion. Please note that your mortgage company may make a charge for obtaining copies of the redemption statement

### **8. Stamp Duty Land Tax (SDLT)**

If the transaction involves a purchase or transfer of ownership, we will be required to notify HMRC of the liability to SDLT. The responsibility to notify this liability is down to you as the property purchaser, but this does in fact form part of our conveyancing service to you. As the Land Registry will not accept an Application to Register you as owner of the property without SDLT having been paid, we will complete the notification form on your behalf and submit it to HMRC. This Form has to be signed in person by you, so we must arrange for you to do this prior to completion. We will not be able to complete your transaction unless the duly signed form is in our possession. In order to complete the return, we will require your National Insurance Number, hence our request that you provide this.

As the Stamp Duty Land Tax Form necessitates an extra amount of work on our part we make an additional charge for this which is set out in the quotation.

## **9. National Conveyancing Protocol**

Foort Tayler subscribes to the National Conveyancing Protocol, a scheme set up by the Law Society (the governing body for Solicitors) to assist the smooth running of a conveyancing transaction. This imposes professional obligations on us but the obligation to act in your best interest takes precedence over the Protocol. Subscribing to the scheme does mean that we are obliged to share as much information with other interested parties as is required to assist in the efficient management of each transaction or chain of transactions. This is subject to client confidentiality obligations. The obligation in particular extends to providing information to others in a chain about the status of your transaction and disclosing any change in circumstances. If there is any change of circumstances in your transaction, we will assume that we have authority to disclose this to other interested parties in the chain unless you specifically ask us not to.

Subscribing to the Protocol also requires that we respond to all communications promptly or in accordance with agreed time frames. We will endeavour to do this.

Please note that due to problems we have experienced in the past with estate agents either misunderstanding information or passing on misleading information we are trying to adopt a policy of only communicating with estate agents via e mail. This also has the advantage of allowing us to work during the working day rather than spending time taking their telephone calls.

## **10. Limitation of liability**

Our liability to you for a breach of your instructions shall be limited to £5 million. In any situation whereby a higher amount needs to be agreed for a specific transaction, this will be expressly set out in the letter accompanying these Terms and Conditions of Business. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

These limitations apply only to the extent that they are permitted by law. In particular they do not apply to any liability for death or personal injury caused by negligence.

## **11. Professional indemnity insurance**

Under the Indemnity Insurance Rules firms are required to take out and maintain qualifying insurance.

*Details of Foort Tayler's insurance can be obtained from our office upon request.*

## **12. Equality and diversity**

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees.

*Full details can be found in our equality and diversity policy, which we can provide upon request.*

## **13. 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 for management purposes and statutory returns; and
- legal and regulatory compliance.

Our use of that information is subject to your instructions, the General Data Protection Regulation 2016 (GDPR) and our duty of confidentiality. Please note that our work for you may require us to disclose 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.

We are obliged by our Regulator to retain your physical file for a minimum of six years after your transaction has completed. Our case management packages retain information electronically indefinitely but we will not share this information with anyone other than yourself or if obliged to do so by law. If you require your electronic information to be permanently deleted after 6 years' we will require you to provide us with written confirmation at that time.

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

*Full details can be found in our privacy policy, which we can provide upon request.*

## **14. Storage of papers**

We will keep our file of your papers (except any of your papers which you ask to be returned to you) for no less than six years. We will keep the file on the understanding that we have the authority to destroy it six years after the date of the final bill we send to you for this matter. We will not destroy documents you ask us to deposit in our deeds safe.

If we retrieve papers or documents from 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 for:

- time spent producing stored papers requested; and
- reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

## **15. Review of files**

Our practice is subject to audit or quality checks by external firms or organisations. These external firms or organisations are required to maintain confidentiality in relation to your files.

## **16. Ending our services**

You may end your instructions to us in writing at any time, but we will be entitled to keep all your papers and documents while there is still money owing to us for charges and expenses.

We may decide to stop acting for you only with good reason. For example, if you do not pay an interim bill or there is a conflict of interest. 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 be required to pay for the expenses which we have already paid and a percentage of our fees which is considered reasonable to cover the work we have already undertaken.

## **17. Complaints**

Foort Tayler is committed to high quality legal advice and client care. However if you are unhappy about any aspect of the service you have received, please initially take up your concerns with the fee earner dealing with your file. If following this your query remains unresolved, or you prefer not to address the issue with the fee earner, please contact our client care officer Sheelagh Foort (Director) on 01371 875200 or [smf@foort-tayler.co.uk](mailto:smf@foort-tayler.co.uk) or by post to our office at 42 High Street, Great Dunmow, Essex CM6 1AH.

If your concern relates to Sheelagh Foort herself, the matter should be referred to Shelley Tayler (Director).

*Full details can be found in our complaints policy, which we can provide upon request.*

If, having followed our complaints procedure you remain dissatisfied with our handling of your matter, or our handling of your complaint, you may be able to refer your complaint to the Legal Ombudsman whose contact details are:

Legal Ombudsman  
PO Box 6806  
Wolverhampton  
WV1 9WJ  
Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)  
E-mail: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)  
Telephone: 0300 555 0333

## **18. Applicable law**

Any dispute or legal issue arising from our Terms and Conditions of Business will be determined by English law and will be submitted to the exclusive jurisdiction of the English courts.

## **19. Acceptance of Terms and Conditions of Business**

This document and our Retainer letter contain the entire agreement and understanding between us about the Terms and Conditions of Business upon which we propose to act for you in this matter. You acknowledge that you have not relied on any assurance of whatever nature (including any innocent or negligent misrepresentation or misstatement) which is not expressly set out in this documentation. You signing below, and your continuing instructions in this matter, will amount to your acceptance of these Terms and Conditions of Business.