

Client Care and Terms of Engagement – Bampton Legal

The following areas are covered in these terms of business:

1. Service standards
2. Responsibilities
3. Hours of business
4. Anti-money laundering obligations
5. Speaking to your lender
6. Financial matters
7. Insurance Advice
8. Professional indemnity insurance
9. Regulated Services
10. Equality and diversity
11. Complaints Procedure
12. Data protection
13. Storage of papers
14. Review of files
15. Limitation of liability
16. Applicable law
17. Ending our services
18. Future Instructions

1. Service standards

We aim to provide you with high standards of service at all times. 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 informed of the cost of your matter regularly should these increase in accordance with our letter confirming instructions;
- Keep you advised of the likely timescales for each stage of this matter and any material changes in those estimates.

2. 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;
- 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.

3. Hours of business

Our office hours are from 09.00 to 17.00 Monday to Friday.

4. Anti-money laundering obligations

Evidence of Identity

We must by law obtain satisfactory evidence of your identity and address. Please help us to do so by giving us the information and documentation we ask for. We are unable to proceed with your transaction and will not be able to exchange contracts in conveyancing transactions until this has been provided.

Confidentiality

As licensed conveyancers, we are under a general professional and legal obligation to keep your affairs private. However, we are required by current legislation, to make a report to the National Crime Agency (NCA) where we know or suspect that a transaction involves Money Laundering or Terrorist Financing. By instructing us to act on your behalf in accordance with these Terms of Engagement you give us irrevocable authority to make a disclosure to the NCA if we consider it appropriate.

You agree that this authority overrides any confidentiality or entitlement to legal professional privilege. We shall be unable to tell you if we have made a report.

As part of our due diligence we will be carrying out an electronic identity check on all our clients.

5. Speaking to your lender

If we are also acting for your proposed lender, in this transaction, this means we have a duty to make full disclosure to the mortgagee of all relevant facts relating to you, your purchase and mortgage. That 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 a seller is providing you. If a conflict of interest arises, we must cease to act for you in this matter.

6. Financial matters

Financial arrangements

Our policy is to not accept cash and to only accept bank transfer payments from clients and not third parties. If you try to avoid this policy by depositing cash directly with our bank or providing our bank details to third parties, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.

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

Interest on money owed to you

Any money received on your behalf will be held in our practice's client account. Subject to the period of time money is held, interest will be calculated and paid to you at the rate from time to time payable on Barclays Bank plc Ordinary Deposit Accounts. We will not pay interest to you if the amount earned is less than £50.00.

The period for which interest will be paid will normally run from the date(s) on which funds are received by us and the date payment is made.

Costs

We have agreed legal costs with you in accordance with the terms of our estimate of fees.

If sufficient funds are available on account, and we have sent you a bill, we will deduct our fees and expenses from the funds.

Payment of a bill is required on completion of your transactions or within 7 days of the date of the bill whichever is sooner. We may charge you interest on unpaid bills at 8% per year, from one month after the delivery of our bill.

If you are obtaining funding for your transaction from a lender the money will be sent by bank transfer and we will request that we receive it the working day before completion. This will enable us to ensure that the necessary funds are available in time for completion. The lender may charge interest from the date of release of their loan or the transfer of the payment. For more information on these charges contact the lender directly.

We may cease acting for you if an interim bill remains unpaid or if our reasonable request for a payment on account of costs is not met.

7. Insurance Advice

We are not authorised by the Financial Conduct Authority. However, we are included in the register maintained by the Financial Conduct Authority so that we can carry on Insurance Distribution Activities, which is broadly advising on selling and administration of insurance contracts. This part of our business is regulated by the Council for Licensed Conveyancers and arrangements for complaint or redress if something goes wrong are subject to the jurisdiction of the Legal Ombudsman (www.legalombudsman.org.uk). The register can be accessed via the Financial Conduct Authority website at <http://www.register.fca.org.uk>

8. Professional indemnity insurance

Under the Indemnity Insurance Rules firms are required to take out and maintain qualifying insurance which will meet the cost of any claim you make against us for negligent work. Details of our insurance can be found on our website.

If you make a valid **claim** against us for a loss arising out of work for which we are legally responsible, and we are unable to meet our liability in full, you may be entitled to claim from the **Compensation Fund** administered by the council for **Licensed Conveyancers** (from whom details can be obtained).

9. Regulated Services

Bampton Legal is the trading name of BL Convey Limited and is authorised and regulated by the Council for Licensed Conveyancers details which can be found below:

WeWork
131 Finsbury Pavement
London
EC2A 1NT
Tel:020 3859 0904
Email:clc@clc-uk.org
DX 42615 Cheapside

10. Equality and diversity

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

11. Complaints Procedure

We are committed to providing high quality legal advice and client care. If you are unhappy about any aspect of the service you receive or about the bill, please contact our client care officer Mr Esmond Jenkins at our office address.

Once we have received your complaint, our client care officer will write to you within 7 days to explain how your complaint will be investigated if a complete response to your complaint has not been made by that time. You will be told the latest date by which a complete answer will be given to your complaint (this should be not more than 28 days after we received your complaint).

The assessment of the complaint will be based upon a sufficient and impartial investigation. We will explain in writing our findings and, where the complaint is upheld, will offer remedial action or redress. This will be dealt with promptly.

If after following the review process you remain dissatisfied with any aspect of our handling of your complaint, you may contact directly the **Legal Ombudsman** to ask them to consider the complaint further:

Telephone: 0300 555 0333

Email: enquiries@legalombudsman.org.uk

Website: www.legalombudsman.org.uk

Legal Ombudsman

PO Box 6806

Wolverhampton

WV1 9WJ

Unless it agrees there are good reasons not to do so, the **Legal Ombudsman** will expect you to allow us to consider and respond to your complaint in accordance with the procedure set out above in the first instance. You can refer your complaint up to 6 months after you have received our final written response to your complaint. You can also use the Ombudsman service if we have not resolved your complaint within 8 weeks of us receiving it. A complaint can be referred to the **Legal Ombudsman** up to six years from the date of the act or omission or up to 3 years after discovering a problem. The ombudsman deals with service-related complaints; any conduct-related complaints will be referred to the **Council for Licensed Conveyancers**.

Alternative complaints bodies (such as: Ombudsman Services [www.ombudsman-services.org], ProMediate [www.promediate.co.uk] and ADR Group [www.adrgroup.co.uk]) exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme.

12. 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 Data Protection Act 1998 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 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.

13. 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 a minimum of six years except those relating to conveyancing purchase transactions which will be kept for a minimum of fifteen years after completion of the transaction.

We will keep the files on the understanding that we can destroy them after the period referred to above.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act for you, we will charge for such retrieval. We may also charge you for time spent producing stored papers requested, reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

14. Review of files

External firms or organisations may conduct audit or quality checks on our practice, eg our regulator (the CLC), our accountants or assessment bodies for quality accreditations. These external firms or organisations are required to maintain confidentiality in relation to your files.

15. Limitation of liability

Our liability to you for a breach of your instructions shall be limited to £2 million. 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.

16. Applicable law

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

17. 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.

18. Future Instructions

Unless otherwise agreed these Terms of Engagement will apply to all future instructions you give us on this or any other matter.

Please sign these terms and conditions to confirm you are in agreement with our terms of engagement

Signed

Signed

Print Name

Print Name

Date

Date