

The purpose of this document is to confirm the arrangements between us.  
Your continuing instructions will amount to your acceptance of these Terms of Business.

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## **1. Incorporation of Terms of Business**

All work undertaken by us in relation to the work you have instructed us to carry out in this matter will be in accordance with these Terms of Business and any appendices.

Appendices (if any) attached to these Terms of Business are deemed to form part of them.

These Terms of Business form the whole of the agreement between us.

## **2. Responsibilities**

Our responsibilities

We will:

- treat you fairly and with respect;
- communicate with you in plain language;
- review your matter regularly;
- advise you of any changes in the law that affect your matter; and
- advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter

Your responsibilities

You will:

- provide us with clear, timely and accurate instructions
- provide all documentation and information that we reasonably request in a timely manner, and
- safeguard any documents that may be required for your matter, including documents that you may have to disclose to another party

## **3. Instructions**

Please give instructions to the person primarily responsible for your matter and confirm instructions in writing. If you would like us to accept instructions from anyone else, please let us have your written authority.

We are normally open between 8.30am and 6pm. We may be able to arrange appointments outside of these hours. We are closed on all bank holidays.

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

## **4. Key Dates**

The date(s) specified in Part 5 of the Schedule are key dates for the reasons specified.

## **5. Extent of Agreement**

You have asked us to advise upon/provide the legal services set out in Part 6 of the Schedule. That is the extent of our agreement. In Part 7 of the Schedule are the issues that are outside the agreement. We shall not advise in connection with those issues unless agreed with you in advance.

## **6. Keeping you informed**

You will be advised about the issues raised in your matter and the action that needs to be taken. You will be kept informed of progress. You will also be advised whether the likely outcome justifies the expense or risk involved.

We will update you by email, telephone or in writing with progress on your matter regularly and when necessary.

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

We will update you on the likely timescales for each stage of this matter in so far as that is practicable and any important changes in those estimates. Whenever there is a material change in circumstances associated with your matter, we will update you on whether the likely outcomes still justify the likely costs and risks.

We will update you on the cost of your matter at the intervals set out in our letter confirming your instructions. If appropriate, we will continue to review whether there are alternative methods by which your matter can be funded.

## **7. Keeping Us Informed**

It is in your interests to tell us everything relevant to your matter at the outset and as it progresses, to provide us with all relevant documentation and to answer queries or requests for further instructions within a reasonable period of time. Failure to do so may adversely affect the outcome of the matter and result in additional costs. If you will not be available at any time, please let us know well in advance because you may be required to attend to matters in person, sign documents or be readily available to give instructions.

## **8. Confirming Your Identity**

We are required by law to get satisfactory evidence of the identity of our clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their clients 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. This is explained in our client care letter. Any personal data we receive from you for the purpose of preventing money laundering or terrorist financing will be used only for that purpose or:

- with your consent, or
- as permitted by or under another enactment

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.

Subject to section "Limitation of Liability" below, we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering and/or terrorist financing legislation.

To enable us to confirm your identity you authorise us to make such enquiries as we deem necessary or appropriate in that connection. You also agree to provide an original or certified copy document from List A and B below when requested.

### **List A**

- Current signed passport
- Identity card (EEA Member State)
- Current photographic driving license

### **List B** (all documents from this list must be dated within the last three months)

- Confirmation from the Electoral Register
- Utility bill or bank statement
- Council tax demand or statement
- Current UK driving license (only if not used as evidence of ID)
- Local authority rent card or tenancy agreement

Certification of original documents must be completed by someone who is regulated by the Regulations, who is independent and recognised by the SRA as a person authorised to certify your identity and your permanent address. Please note that the individual certifying the documentation should include their signature, their printed name, their business stamp, their address and the date of certification. We will accept documentation certified by other solicitors, accountants, bankers or the Post Office (<http://www.postoffice.co.uk/document-certification-service>).

Please notify us if you, a member of your immediate family (including their spouse or partner) or a close associate holds a prominent public/political function entrusted by a community institution, an international body or a state, foreign or domestic. Examples include, but are not limited to, heads of state, assistant ministers, judges, board members of central banks & directors of international organisations.

If you do not notify us we will assume that this is not the case.

## **9. Payments and Money on Account**

It is normal practice to require payment on account of our charges and other disbursements. The payment required is specified in Part 10 of the Schedule. If payment is made by you it is assumed that the terms on which it was requested are agreed. The total charges and disbursements maybe greater than the money paid in advance. However, we reserve the right to request payment in full at the start of the matter.

If we draw on money held on account to pay outstanding costs or disbursements you are required to pay any shortfall immediately to ensure that the money held on account is always equal to the sum specified in Part 10 of the Schedule.

Money on account is held in our client account. You should check that you are sending funds to the correct bank account by referring to your original client care letter or telephoning our Client Relationship Team. We do not accept any liability if funds are not sent to our client bank account number ending \*\*\*\*8348.

Money held for short periods or small amounts will not attract interest.

Interest on other monies will be paid in accordance with The SRA's guidelines. Interest is awarded without deduction of income tax in the case of UK residents, unless paid into a separately designated deposit account where interest is paid net of basic rate Income Tax. A small charge may be made for calculating interest due to you. A minimum amount of £10 interest applies.

We will hold all client money in National Westminster Bank PLC which is regulated by the FCA. We may change banks from time to time provided that any alternative bank is also recognised by the FCA. You will be notified of any change. We are not liable for any losses you suffer as a result of any such banking institution being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS).

## **10. Financial Services Compensation Scheme**

The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £85,000 if a banking institution is unable, or likely to be unable, to pay claims against it.

The limit is £85,000 per banking institution. If you hold other personal money in the same banking institution as our client account, the limit remains £85,000 in total.

Some banking institutions have several brands. The compensation limit is £85,000 per institution, not per brand. You should check with your banking institution, the FCA or a financial advisor for more information.

The FSCS also provides up to £1m of short-term protection for certain high balances, eg relating to property transactions, inheritance, divorce or dissolution of a civil partnership, unfair dismissal, redundancy, and personal injury compensation (there is no financial limit on protection for personal injury compensation). This is called the temporary high balance scheme and, if it applies, protection lasts for a maximum of six months.

The FSCS (including the temporary high balance scheme) will apply to qualifying balances held in our client account. In the unlikely event of a deposit-taking institution failure, we will presume (unless we hear from you in writing to the contrary) we have your consent to disclose necessary client details to the FSCS.

## **11. Disbursements**

You will be informed about other payments you have to make (which are called disbursements). They include Court fees, Counsel's fees, courier fees, bulk photocopying, search fees, stamp duty, Land Registry fees and expert's fees. Payment will be required before the expense is incurred. Details of anticipated disbursements are set out in Part 11 of the Schedule.

The right is reserved to make a separate charge for incidental expenses such as non-bulk photocopying, postages, telephone calls and the like.

## **12. Our Costs**

VAT is charged at the current rate on our costs and on disbursements as appropriate.

### **Costs Charged at an hourly rate**

An "Estimated" fee is an estimate based upon your initial instructions. It is not a quote and is not binding. We shall do what we can reasonably do to adhere to the estimate.

You will be charged for the amount of time actually spent on your matter multiplied by the appropriate hourly rate.

Time is recorded and charged in units of six minutes. The time spent making and receiving telephone calls, attending meetings, corresponding, preparing or agreeing deeds and documents, carrying out research, instructing Counsel, agents or experts, attending hearings, travelling, waiting or performing any other tasks necessary to carry out your instructions whether such time is spent with you, your opponent or any other person will be charged on that basis.

Hourly charge rates are determined by reference to the cost of providing our services such as the cost of the office, staff, insurances, professional fees, training and administrators. In addition the hourly charge rate will take into account the expertise and experience of the fee earner acting for you as well as the complexity, urgency and importance of the task.

We will always charge a fair and proper amount for work carried out on your behalf.

The hourly rate is set out in Part 8 of the Schedule and an estimate of costs set out in Part 9 of the Schedule.

This estimate is based upon your initial instructions. We shall do all that we can to reasonably adhere to the estimate and revise it if necessary.

You will receive an interim bill for work undertaken monthly or at agreed stages with a final bill on completion of your matter. The provision of additional information and full statements of account will be charged for.

### **Fixed Fee**

If the fee is "Fixed" you agree to pay the costs specified in Part 9 of the Schedule. If the work is more complex or time consuming than understood from your initial instructions we reserve the right to increase our fixed fee but shall only do so with your agreement.

Any additional work that does not fall within the scope of the retainer set out in Part 6 will be charged separately.

If your matter does not complete we shall charge a fair and reasonable amount for the work completed provided always that our charge will not exceed the sum specified in Part 9 unless agreed with you. The minimum charge will be £150.00 plus VAT.

We reserve the right to send interim bills and request part payment of the total costs, periodically through the course of the Matter.

In respect of property matters, our costs invoice will be raised at exchange of contracts. If we are holding sufficient monies on account our costs will be taken up to the value of half of the invoice, with the balance due on or before completion.

### **13. Payment of Costs**

Payment is due on receipt of the bill.

We may charge interest on overdue bills at 1.25% per month on any bills that remain unpaid after 28 days. We may cease acting for you if an interim bill remains unpaid after 28 days or if our reasonable request of a payment on account of costs is not met.

You agree that we may deduct any outstanding costs or disbursements from any money we hold on your account or on your behalf.

Costs are due from you in full regardless of a third party agreeing or being ordered to pay them. Personal Representatives and trustees generally have a right of recovery from the estate or trust.

You have the right to challenge or complain about our bill. Please see the "Quality of Service" section for details of how to complain about our bill.

You have the right to challenge our bill by applying to the court to assess the bill under Part III of the Solicitors Act 1974. The usual time limit for making such an application is one month from the date of delivery of the bill.

If the application is made after one month but before 12 months from delivery of the bill, the court's permission is required for the bill to be assessed.

Unless there are special circumstances, the court will not usually order a bill to be assessed after:

- 12 months from delivery of the bill
- a judgment has been obtained for the recovery of the costs covered by the bill
- the bill has been paid, even if this is within 12 months

We can keep all your papers and documents while there is still money owed to us for fees and expenses.

Our policy is to only accept cash up to £100.00. 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 we have to pay money to you, it will be paid by bank transfer or cheque. It will not be paid in cash or to a third party.

Any special agreement on costs will be confirmed to you in writing but in the absence of any written agreement our normal Terms herein will apply.

### **14. Alternative Funding**

We will discuss with you alternative sources of funding such as community funding (Legal Aid) and insurance cover (you should review your insurance policies or ask your insurance broker to see if you are covered for the costs of your opponent), after the event insurance or an employer or trade union.

This firm does not have a Legal Aid franchise. Legal Aid Contact Details are:

Legal Aid Agency  
Unit B8  
Berkley Way  
Viking Business Park  
Jarrow  
South Tyneside  
NE31 1SF

Email: [contactcivil@legalaid.gsi.gov.uk](mailto:contactcivil@legalaid.gsi.gov.uk)

Civil general enquiries: 0300 200 2020

Crime general enquiries: 01158 526 000

### **15. Litigation Generally**

If your matter involves litigation, these Terms of Business apply despite any Order for Costs made against an opponent and even if you have legal costs insurance. The costs of investigating whether you have a claim or defence are not generally recoverable from an opponent.

If you win the case, the Court is unlikely to order your opponent to pay the full amount of our costs and may make separate Orders which reflect the outcome of different issues. If the case is lost, you will probably be ordered to pay the opponent's costs as well as your own.

If a settlement is achieved, costs are usually a matter for negotiation as part of the settlement. There is no guarantee that your opponent will have the money to pay your costs even if he/she/they are ordered to do so

and you will not generally recover any costs from a community funded (legally aided) opponent. Under the rules which apply to claims in Court, any costs you are ordered to pay or any fees due to the Court must be paid within 14 days or else your case may be struck out. These payments can arise at any time and not just at the end of a case.

## **16. Limit of liability**

Our maximum aggregate liability to you in this matter will be £1,000,000.00 unless we expressly state a different figure in our letter confirming your instructions. If you wish to discuss a variation of this limit, please contact the person dealing with your matter. Agreeing a higher limit on our liability may result in us seeking an increase in our charges for handling your matter.

We accept no liability for any acts or omissions of any third parties nor any responsibility for their fees.

Our liability to you shall be limited insofar as it is appropriate and necessary to take account of the degree of responsibility accepted by or attributed to you or any other advisors instructed in or connected to the Matter.

We will not be liable for:

- losses that were not foreseeable to you and us when this contract was formed
- losses not caused by any breach on the part of the firm, and
- business losses, including losses sustained by any individual not acting for purposes of their trade, business, craft or profession

Labrums Solicitors is a limited liability partnership. This means that the firm's members and directors are not personally liable for any acts or omissions by the firm, unless the law requires otherwise. This does not limit or exclude liability of the firm for the acts or omissions of its members and directors.

We can only limit our liability to the extent the law allows. In particular, we cannot and do not limit our liability for death or personal injury caused by negligence.

Unless proceedings have already been commenced, our entire liability shall end within 12 months from the conclusion of the Matter.

Where there is more than one person comprising the Client the limit of liability will be capped as above and allocated between the persons or legal entities comprising the Client.

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

## **Our Liability to Others**

Where a party involved in the Matter is not legally represented, it is assumed that that party will obtain their own independent legal advice and we accept no responsibility and/or liability to such party.

For the purposes of the Contracts (Right of Third Parties) Act 1999 (and notwithstanding any other provision in these Terms of Business) no person or legal entity who is not specifically named as the Client at the beginning of these Terms of Business shall have the right to enforce any obligations or these Terms of Business.

## **Exclusions and Limitations**

The exclusions and/or limitations referred to above do not apply to any loss or damage arising from fraud or our reckless default in respect of liabilities which cannot be lawfully excluded or limited.

We are not obliged to follow the dispute resolution process (complaints process) if:

- The firm seeks an order restraining the client from committing an act or compelling the client to do an act
- A judgment or award for a liquid sum where there is no arguable defence
- The enforcement of an agreement, order or award

## **Arbitration**

Any dispute arising out of the Matter or upon the interpretation of these Terms of Business shall be referred to a single arbitrator to be agreed upon by the Parties or in default of agreement to be nominated by the President for the time being of the Law Society of England and Wales and shall be conducted in accordance with the provisions of the Arbitration Act 1996 or any re-enactment or modification of such Act for the time being in force.

## **Severance**

If any provisions of these Terms of Business shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that provisions or part shall to that extent be deemed not to form part of these Terms of Business and the enforceability of the remainder of these Terms of Business shall not be affected.

## **17. Conflicts of Interest**

A conflict of interest check will be conducted at the start of each matter. If a conflict exists you will be advised of the options available to you. If you are aware that we have acted or are currently acting for a party linked to your matter please notify us immediately to avoid delays or the need for us to cease acting at a later date.

## **18. Outsourcing**

Sometimes we ask other companies or people to undertake document preparation or photocopying on our files to ensure this is done promptly and in the most cost-effective manner. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

## **External auditing and due diligence**

External firms or organisations may conduct audit or quality checks on our practice from time to time. They may wish to audit or quality check your file and related papers for this purpose. It is a specific requirement imposed by us that these external firms or organisations fully maintain confidentiality in relation to any files and papers which are audited or quality checked.

Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business. If you do not wish your file to be used in this way, please let us know as soon as possible.

For information on external auditing and due diligence in relation to your personal data, see the attached Privacy Policy.

## **19. Commission and Referral Fees**

You will be provided with full details if:

- We receive a referral fee or commission in the course of dealing with your matter. If requested we will pay this fee or commission to you. However, in the normal course of events we shall take into account the amount of any monies received when agreeing our fees with you
- We agree to pay a referral fee or commission to any third party in connection with your matter

## **20. Terminating your instructions**

### **By You**

We will continue acting for you in this matter until you inform us in writing that you do not want us to do so.

### **By Us**

We will continue acting for you in this matter unless (at our discretion) we give you reasonable notice in writing if:

- You do not return our Schedule duly signed and approved within 7 days of receipt
- You do not make the payment on account requested or make further payments when requested to maintain the sum held at the amount agreed
- You do not supply proof of your ID as requested within 7 days of receipt of the Schedule
- You do not make payment of any monies properly requested in accordance with these Terms of Business
- You do not give instructions when requested
- You do not give proof of source of funds within 7 days of a request



- You do not accept advice given
- There is a conflict in our continuing to act
- Or any other good and justifiable reason

### **In All Cases**

You may end your instructions at any time by giving us notice in writing. We can keep all your papers and documents while our charges or disbursements are outstanding.

We shall charge you for all disbursements incurred and a fair and reasonable amount for all work carried out on receipt of your notice to terminate or before we give notice to terminate our agreement. We reserve the right to charge for all work and disbursements incurred in terminating our agreement in an orderly and proper manner.

We will be entitled to keep the file and all papers and documents belonging to you until all money owed to us is paid. We shall be entitled to hold property, other than money, even if it greatly exceeds the amount due to us in respect of costs.

We can only decide to stop acting for you with good reason and we must give you reasonable notice.

If you or we decide that we should stop acting for you, you are liable to pay our charges up until that point. These are calculated on the basis set out in our letter confirming your instructions.

### **Cancellation Rights**

You have the right to cancel any contract within 14 days without giving any reason. We will not start work during the cancellation period unless you expressly ask us to. If you think you may wish to cancel please contact [crt@labrums.co.uk](mailto:crt@labrums.co.uk) and we will send you an instruction for cancellation. It will explain:

- how to cancel and the effect of cancellation
- what you will be liable for if you ask us to start work during the cancellation period

## **21. Quality of Service**

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 Teresa Crowley on 01727 858807 or by post to New Barnes Mill, Cottonmill Lane, St Albans, Herts AL1 2HA. We have a written procedure that sets out how we handle complaints, a copy of which will be supplied on request.

We have eight weeks to consider your complaint. If we have not resolved it within this time, you may complain to the Legal Ombudsman. If you are not satisfied with our handling of your complaint, you can ask the Legal Ombudsman to consider the complaint. The Legal Ombudsman's contact details are:

PO Box 6806, Wolverhampton, WV1 9WJ  
 0300 555 0333 — from 8.30am to 5.30pm  
[enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)  
[www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

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 occurrence of the act or omission about which you are complaining (or if outside of this period, within three years of when you should reasonably have been aware of it). Generally, the Legal Ombudsman deals with complaints relating to acts or omissions that happened after 5 October 2010.

The Legal Ombudsman deals with complaints by consumers and very small businesses. This means some clients may not have the right to complain to the Legal Ombudsman, eg charities or clubs with an annual income of more than £1m, trustees of trusts with asset value of more than £1m and most businesses (unless they are defined as micro-enterprises). This does not prevent you from making a complaint directly to us about the service you have received or about the bill.

If we are unable to resolve your complaint, and it relates to a contract we entered into online or by other electronic means, you may also be able to submit your complaint to a certified alternative dispute resolution (ADR) provider in the UK via the EU ODR platform.

The ODR platform is an interactive website offering a single point of entry for disputes between consumers and traders relating to online contracts. The ODR platform is available to consumer clients only, ie where you have instructed us for purposes outside your trade, business, craft or profession.

The website address for the ODR platform is: <http://ec.europa.eu/odr>.

## **22. Storage of Papers & Deeds**

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 are a paperless office which means we will store your file electronically only, apart from original documents which we will return to you or store in safe custody on conclusion of the matter. We will charge an annual fee for storing original documents in safe custody, e.g. wills and title deeds. We will notify you of our storage rates at the appropriate time.

We store files on the understanding that we can destroy them seven years after the date of the final bill or conclusion of our agreement. We will not destroy documents you ask us to deposit in safe custody.

If we retrieve your file from storage including electronic storage in relation to continuing or new instructions to act for you, we will not normally charge for the retrieval.

If we retrieve your file from storage for another reason, we may charge you for:

- time spent retrieving the electronic OR paper and electronic file and producing it to you
- reading, correspondence, or other work necessary to comply with your instructions in relation to the retrieved file
- providing additional copies of any documents

We will provide you with an electronic copy of the file unless it is inappropriate to do so.

Files and all archive material (including Deeds and Wills) are vulnerable in the event of fire or other accident at our offices or at our storage facility and we do not accept liability in contract or tort for any such loss.

For information on how long we will hold your personal data, see the attached Privacy policy.

## **23. Financial Services & Investments**

We are not authorised by the Financial Conduct Authority. If, while we are acting for you, you need advice on investments, we may refer you to someone who is authorised to provide the necessary advice.

However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any investment advice you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

## **24. Applicable law**

Any dispute or legal issue arising from our Terms of Business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh courts.

## **25. Foreign Account Tax Compliance Act**

The Foreign Account Tax Compliance Act (FATCA) is a piece of US legislation which has effect in the UK as a result of an agreement between the UK and US governments. The intention behind the legislation is to ensure US citizens disclose their worldwide income to the US tax authority (the Internal Revenue Service).

The FATCA regime requires certain financial institutions to identify and report (to HMRC) payments made to a:

- specified US person, or
- non-US entity with one or more controlling person who is a specified US person

To comply with the law, we may have to share some of your information, including your FATCA status and, if applicable, your Global Intermediary Identification Number (GIIN) with financial institutions.

We also have to establish whether you are a specified US person or an entity controlled by a specified US person. If so, it may be necessary for us to report payments to HMRC. This is explained further in our letter confirming your instructions if applicable.

It is vital that we keep your information current at all times. You are responsible for communicating to us any changes in circumstances that may alter your FATCA status.

## **26. Consumer Credit Services**

We are not authorised by the Financial Conduct Authority in relation to consumer credit services. We may, however, provide certain limited consumer credit services where these are incidental to the professional services we provide. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any consumer credit services you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

## **27. Insurance Mediation Activity**

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we may carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is authorised and regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at: <https://register.fca.org.uk/>.

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

## **28. Professional Indemnity Insurance**

We have professional indemnity insurance giving cover for claims against the firm. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, can be inspected at our office or made available on request.

To comply with our regulatory obligations and the terms of our professional indemnity insurance, we may disclose relevant documents and information to insurers, brokers and insurance advisers on a confidential basis. This could include details of any circumstances arising from our work for you that might give rise to a claim against us. Unless you notify us in writing to the contrary we will presume that we have your consent to such disclosure by us even if the documents and information in question are confidential and/or subject to legal professional privilege.

Our Insurers are:

- Travelers Insurance Company Limited, 69 - 63 London Road, Redhill, Surrey RH9 9NA
- Travelers Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the FCA and the Prudential Regulation Authority
- Registered office: Exchequer Court, 33 St. Mary Axe, London EC3A 8AG. Registered in England 9034343

## **29. Mortgage Fraud and our obligations to the lender**

We may also act for your proposed lender in a property transaction. We have a duty to fully reveal to your 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

## **30. Disclaimers**

Labrums Solicitors LLP is a limited liability partnership authorised and regulated by the SRA (SRA Number 574040) and is registered in England number OC385145 and is bound by the rules found in the Solicitors' Code of Conduct, a copy of which can be viewed at <http://www.sra.org.uk/code-of-conduct.page>. A list of members is open for inspection at the Registered Office: VAT Number 829 3931 00

**Registered office:**

New Barnes Mill  
Cottonmill Lane  
St Albans  
Hertfordshire  
AL1 2HA

Labrums Solicitors as a limited liability partnership the firm's members and director are not personally liable for any acts or omissions by the firm, unless the law requires otherwise. This does not limit or exclude liability of the firm for the acts or omissions of its consultants, members and directors.

A person described or identified as a partner of the firm is deemed to be a member or director.

We can only limit our liability to the extent the law allows. In particular, we cannot limit liability for death or personal injury caused by negligence.

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

**31. Copyright**

This document and its contents are Copyright © Labrums 2018 as authors of the material we reserve full moral rights.

**32. Equality and diversity**

We currently have an Equality and Diversity Policy in place. It is maintained in the following areas:

- in the workplace
- when providing services to clients
- in our dealings with third parties, e.g. barristers, experts and suppliers

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

We take seriously any complaint of discrimination by or on behalf of a client and act promptly to investigate.

**33. Data Protection**

We use your personal data primarily to provide legal services to you, but also for related purposes as described in our Privacy Policy which is available from our Client Relationship Team at [crt@labrums.co.uk](mailto:crt@labrums.co.uk) or on our website.

**34. Promotional communications**

We may use your personal data to send you updates (by email, text, telephone or post) about legal developments that might be of interest to you and/or information about our services, including exclusive offers, promotions or new services. You have the right to opt out of receiving promotional communications at any time, by:

- contacting us by email
- using the 'unsubscribe' link in emails or 'STOP' number in texts

**35. Confidentiality**

The information and documentation you provide us is confidential and subject to legal professional privilege unless:

- stated otherwise in this document, our letter confirming your instructions or the attached Privacy policy, e.g. in relation to prevention of money laundering and terrorist financing, or
- we advise you otherwise during the course of your matter

We cannot absolutely guarantee the security of information communicated by email or mobile phone. Unless we hear from you to the contrary, we will assume that you consent for us to use these methods of communication.

### **36. Definitions**

In these Terms of Business the following words shall have the following meaning (unless a contrary intention clearly applies):-

"Client Care Letter"	means the letter sent out to you confirming your instructions and agreeing to act for you
"Financial Conduct Authority"	means the Financial Conduct Authority of 25N Colonnade, London E14 5HS Tel: (0207 066 1000)
"Matter"	means the legal services you have instructed us to carry out set out in Part 6 of the Schedule
"Schedule"	means the schedule sent to you with our initial client care letter and any amendment thereto setting out the legal services we have agreed to provide
"SRA"	means the Solicitors Regulation Authority of The Cube, 199 Wharfside Street, Birmingham, B1 1RN (0370 606 2577)