

## **RAYMOND & CO SOLICITORS TERMS OF BUSINESS**

### **Regulatory status**

Raymond & Co is a recognised sole practitioner practice and in common with most firms of solicitors, our services will be regulated by the Solicitors Regulation Authority (“the SRA”). Our SRA registered number is 76255. The SRA is available to help protect you if you use services provided by a solicitor and they set the standards that solicitors need to meet in order to provide you with the right outcomes, and they can take action to make sure you're protected and supported.

### **Contact details and hours of business**

The solicitor dealing with your matter is Simon Raymond who is the sole principal of the practice. He will be the person responsible for the overall supervision of the matter. Our usual business hours are 9.30 am to 6.00 pm Monday to Friday. Appointments can be made outside these hours by arrangement.

### **Fees and charges**

Our fees and charges will be calculated on the basis set out in our Letter of Engagement or as otherwise agreed with you.

Where appropriate, we will maintain a record of the time spent on your matter and unless otherwise agreed, our charges are calculated by reference to a fixed fee quote or the time spent on a matter or a combination of both. Time is charged in units. Short phone calls and routine ingoing and outgoing emails and letters are recorded as a single unit and all other work is recorded in units. Our charge rates are subject to periodic review, normally on an annual basis. If, as a result of a review, our charge rates are varied, we will notify you of the changes and the revised rates will take effect from the date of the notification or as otherwise agreed with you. The same criteria will apply to a fixed fee quote. If the matter should become protracted and take more time and effort due to unusual or unforeseen circumstances we reserve to right to revise the fix fee quote and we will notify you of the changes. The revised quote will take effect from the date of the notification or as otherwise agreed with you.

When we incur expenses and disbursements on your behalf you agree to reimburse us. Usually we will ask you to fund these items in advance. These may include, for example, search fees, Court fees, witness expenses, Counsel's fees, expert's fees, document preparation and photocopying expenses, external conference call charges, courier and guaranteed delivery expenses, travel, subsistence and accommodation expenses. When incurring these charges we will aim for the lowest reasonably available cost. We will advise you of these charges as they arise or within a reasonable period. Additional costs that we incur on your behalf will be clearly identified in our invoices. Substantial or unusual expenses will be discussed and agreed with you in advance.

Any Value Added Tax (VAT) chargeable upon amounts invoiced by us is payable in addition to our fees and charges. We will deliver an appropriate VAT invoice to you. If you have arranged with a third party for the payment of our fees, the third party will not normally be entitled to recover any VAT element and if you are registered for VAT, the VAT element will be invoiced to you so that you may recover the VAT as Input Tax.

### **Billing and Payment Terms**

It is our standard practice to bill all outstanding fees and disbursements/expenses on a regular basis as the matter progresses. This will usually be monthly or 3 monthly unless otherwise agreed with you. A breakdown of any invoice will be provided on request. If an invoice or part thereof remains outstanding after 30 days from the date of delivery, we reserve the right to charge interest and/or suspend work on all matters on which we are advising you and/or terminate our retainer. In addition, all our invoices will become immediately due and payable.

Our invoices must be paid without any deduction or withholding on account of taxes or other charges. You have a right to object to a bill by way of our complaints procedure (see below) and/or by making a complaint to the Legal Ombudsman and/or by applying to the Court for an assessment of the bill under the Solicitors' Act 1974.

Usually we will ask for payments on account of our fees and VAT.

You are entitled to apply to the Court under the provisions of Sections 70, 71, and 72 of the Solicitors' Act 1974 relating to the taxation of costs for an Order that our bill of costs be checked by an officer of the High Court.

Article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009 provides that a solicitor may charge interest on the unpaid amount of his costs plus any paid disbursements and value added tax. Subject to any agreement made between a solicitor and client, where an entitlement to interest arises the period for which interest may be charged runs from one month after the date of delivery of a bill and the rate of interest must not exceed the rate for the time being payable on judgment debts.

If a matter is a contentious one (i.e., the matter has been dealt with by the court) your rights are governed by Sections 70, 71, and 72 of the Solicitors Act 1974 and you can apply either to the Court in which the action, the subject matter of this account, took place or to the High Court in order that this account may be checked by a Taxing Officer.

### **Client Money**

Unless we agree otherwise with you, any money that we hold for you will be deposited in a client bank account in a clearing bank in accordance with the requirements of the SRA Solicitors' Accounts Rules 2011. Our bankers are Lloyds Bank PLC.

When we hold money on your behalf we will pay interest to you when it is fair and reasonable to do so in all the circumstances. The interest rate will be equivalent to the rate payable on a Lloyds Clients Call current account. We do not usually pay interest where the interest payable would not exceed £20.00. We do not normally deposit client money in a Designated Client Account but where we consider it appropriate to do so (for example if we are holding substantial sums for you over a long period) we will remit in full the interest paid by the Bank. Please note the Bank will be required to deduct tax at the standard rate from such interest. In certain circumstances we may charge an administration fee for setting up such an account.

We will not be responsible for any loss due to any mistake or failure by the relevant Bank, or by reason of the insolvency of the relevant Bank or withdrawal of any necessary license, authorisation or permission required to carry on banking or deposit taking activities under applicable law.

Where a third party seeks to deposit money into our client bank account in connection with our work for you, we may need to satisfy anti-money laundering requirements in

respect of the third party before the money can be accepted by us. We shall have no liability for any loss that may be caused as a result of a failure to supply information or documentation that we need to satisfy those requirements.

We will only deposit client money into a bank account in your name and not in the name of a third party unless that part jointly holds a bank account with you. Payments of client money to a third party will only normally be made where it is necessary and directly related to your matter or ordered by the Court or for the payment of fees and disbursements in connection with that matter.

We may apply any money that we hold for you towards the discharge of our outstanding accounts, provided the money is not held for a specific purpose.

## **Complaints**

Raymond & Co is committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about the bill, please contact Simon Raymond. We have eight weeks to consider your complaint. If we have not resolved or if you are not satisfied with our handling of your complaint it within this time you may complain to the Legal Ombudsman. You can contact the Legal Ombudsman on 0300 555 0333 or by email at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) 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 a year of the act or omission about which you are complaining occurring (or you becoming aware of it).

## **Service Levels**

- We will update you by telephone, email or in writing with progress on your matter regularly or following agreed or certain events.
- We will communicate with you in plain language.
- We will explain to you the legal work required as your matter progresses.
- We will update you on the cost of your matter periodically or at agreed events.
- 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.
- We will continue to review whether there are alternative methods by which your matter can be funded.
- We will review your matter regularly.
- We will advise you of any changes in the law

In order to assist us maintain and improve our service levels, we would ask that:

- 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 disclosure.

## **VAT**

Our VAT registration number is 809 7506 09.

## **Provision of Service Regulations 2009**

We comply with the above regulation by displaying the required details of our Professional Indemnity Insurance in our offices.

### **Data Protection Rights and Privacy Policy**

We respect your privacy and are committed to protecting your personal data. This privacy notice will inform you as to how we look after your personal data and tell you about your privacy rights and how the law protects you. This is now governed by the General Data Protection Regulations (GDPR).

We operate as a 'data controller' as defined by the regulations.

We treat all information we collect as confidential. We collect your personal information in a way that is lawful, fair and not unreasonably intrusive to your privacy. When you browse our website as a visitor, we don't collect any personal information.

Generally, we will collect information from you for such things as:

- providing our services
- billing and verifying your account
- identifying your needs
- improving, maintaining and managing our business operations
- meeting legal requirements

We will not use or disclose your information for any other purpose without your consent unless the law requires us to. We do not disclose information to overseas recipients unless the law requires us to do so or it is necessary for the conduct of your matter.

We collect personal data as defined by the GDPR, including but not limited to

- Name, address and contact details
- Bank details
- National Insurance number and date of birth

We collect your information only to carry out our business and deliver our services to you and as may be required to comply with legal requirements.

We collect information for service delivery, in ways including but not limited to:

- documents provided to us
- emails
- website's online enquiries
- telephone, fax or text (we may store your phone or fax number)
- when you give us a business card.
- notes from telephone calls and meetings

We collect information from a third party or a publicly available source only if you have agreed to it or it is reasonable for us to do so.

We try to ensure that your information is accurate and up to date.

We use the current accepted technology and security to hold and protect your information from unauthorised access, use, modification and disclosure by security mechanisms. This includes physical and computer security.

If you wish to access your information, please contact us in writing to with proof of your identity. We'll reply to your request within one calendar month. Any request will be considered fully and if we are unable to comply, a full explanation will be provided.

Please also contact us in writing if you wish us to update or delete your information. We will take the necessary reasonable steps to delete the relevant live data we hold.

We use your information only for the reasons we tell you when we collect it or as this policy outlines.

Exceptions are where:

- you consent to it being used for another purpose
- your health, safety or welfare or that of the general public is affected
- the law authorises or requires the intended use
- it is reasonably necessary to enforce a criminal law, or a law enforcing a financial penalty, or to protect public revenue
- it directly relates to the original reason for it being collected
- you can assume that we will need to share it with relevant individuals or agencies in accordance with our Terms of Business.

We store your information:

- on a secure computer facility
- in printed records
- and in manual records.

When you visit our website, we do not use cookies to record information about your visit such as:

- the type of browser and operating system you use
- your server's IP address
- the previous site you visited
- the pages you access on our site
- the information you download.

We or our web service provider may compile and analyse statistical data we collect to improve our services, but we can't personally identify you as the source of that data.

We will keep your personal data after we have finished advising or acting for you. We will do so for one of these reasons:

- to respond to any questions, complaints or claims made by you or on your behalf;
- to keep records required by law, our professional regulator or for insurance purposes.
- for the sake of any further business or transactions conducted with you.

If we have a contract with a third party provider to receive or supply goods or services, we will take reasonable steps to make sure it complies with our privacy policy and relevant laws.

For further information, please refer to the Guidance from the UK Information Commissioner's Office (ICO) on individuals' rights under the General Data Protection Regulation. The website link is <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/>

Please contact us if you:

- have any questions about this policy or how we use your personal information
- would like to report a breach of this policy.

### **Storage of 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 at least six years, except those papers that you ask to be returned to you. We keep files on the understanding that we can destroy them at least 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

### **Confidentiality and Outsourcing of Work**

We will keep confidential information received from you while acting in connection with any matter unless:-

- We have your authority to disclose it; or
- Disclosure is required in order to deal with and progress your matter; or
- We are required to disclose it by law; or
- The information is in or comes into the public domain without any breach of confidentiality on the part of Raymond & Co
- Or we are required to disclose it by the regulatory or fiscal authorities, in which case, to the extent that we are permitted to do so we will endeavour to give you as much advance notice as possible of any such required disclosures.

We owe the same duty of confidentiality to all of our clients. Therefore we will not disclose to you any information given to us in confidence in relation to any other matter, even if it is material to yours, without that client's prior consent.

You agree that (subject always to applicable rules and with appropriate safeguards in place to ensure that access to relevant confidential information within Raymond & Co is restricted) we may act for you even though we hold confidential information relating to another party which may be material to you.

We may in the past have advised, or may now or in the future advise, other clients whose interests differ from yours. In advising such other clients we may come into possession of confidential information which would be material to you. In addition, confidential information we hold about you may be material to such other clients. You agree that our duty of confidentiality to you will be satisfied by putting appropriate safeguards in place,

in accordance with applicable rules, to ensure that access to your relevant confidential information within Raymond & Co is restricted. Where such measures are in place, you agree that you will not seek to prevent us from acting for other clients by reason of our holding your confidential information.

From time to time we engage external organisations to audit client files, they and our insurers, our regulators and our professional advisors may require access to your files and/or confidential information in order to carry out their functions. Unless you instruct otherwise we will assume your consent to such audit and/or access. We will require these organisations to comply with our confidentiality procedures in respect of information of which they become aware.

Sometimes we ask other companies or people to do typing/photocopying/other work on our files to ensure this is done promptly. We will always seek to keep your information confidential with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

### **Auditing and Vetting of Files**

External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

### **Termination of Retainer**

You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owed to us for fees and expenses.

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 a time basis plus expenses or by proportion of the agreed fixed fee or a combination of both as set out in these terms and conditions.

### **Money Laundering Regulations**

The law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. 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 obtain the necessary evidence at the outset of the transaction and in person. If this is not possible or 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.

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. Furthermore, we will charge you for responding to all lawful notices and orders from law enforcement agencies relating to this retainer.

## **Mortgage Fraud**

Where we are also acting for your proposed lender in a conveyancing 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

## **Cash Payments**

Our practice's policy is to only accept cash up to £1,000. 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 cheque or bank transfer. It will not be paid in cash or to a third party.

## **Consumer Contracts Regulations 2013**

If we do not meet with you, or attend on you at a place other than at our offices (for example, in your home, place of work, hospital or care home, or the work is undertaken on-line) then the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may apply to the work. This means you have the right to cancel your instructions to us within 14 working days of receiving the Letter of Engagement and Terms of Business. You can cancel your instructions in writing sent to our office and person dealing with your work. However, if we start work with your written consent within that period, you lose that right to cancel your instructions. You must pay for the services we have undertaken and the fee will be based on the work we have done up to the date we are notified of your decision to cancel the contract and will be proportionate to the work we have done in comparison with the full contracted service. If we complete the work before the end of the cancellation period, you lose the right to cancel the contract.