

**BARKER GOOCH & SWAILES SOLICITORS**  
**STANDARD TERMS & CONDITIONS OF BUSINESS**

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PLEASE SIGN AND RETURN

**BARKER GOOCH & SWAILES SOLICITORS**

**STANDARD TERMS & CONDITIONS OF BUSINESS**

- 1.1 The following terms and conditions of business apply to all engagements accepted by Barker Gooch & Swailes. All work is carried out subject to these terms except where expressly agreed in writing.
- 1.2 We set out in this statement the basis upon which We will provide our professional services.
- 1.3 "We" are Barker Gooch & Swailes. "You" the client.
- 1.4 We are authorised, unless otherwise agreed, to take such action as We think necessary to obtain the required result. We shall not refer to You for specific instructions every time We take a step. If, therefore, there is a limit to what We are required to do, or a limit to expenditure, We must be notified of this in advance.

**People responsible for your work**

- 2.1 Your matter will be dealt with by a partner, assistant solicitor, legal executive or conveyancing executive. A Client Care Letter at the outset will be sent to You stating who is dealing with the matter and giving the name of the supervising partner.
- 2.2 Sometimes, however, work will be delegated to another member of staff where We deem it appropriate to expedite matters or to minimise expense. All support staff are closely supervised and the practice takes complete responsibility for their work.

**Your liability for payment of our fees**

- 2.3 Our fees fall due for payment upon delivery of our invoice. We reserve the right to charge interest upon invoices which are outstanding for more than 28 days at the rate of 4% above Barclays Bank UK Plc Base Rate from time to time. Should we have to take recovery action against you for payment of fees then all costs including any third party recovery fees will be added to the amount due and will be payable by you.

**Joint and several liability**

- 2.4 Where the expression "You" refers to 2 or more persons or other entities corporate or incorporate instructing Barker Gooch & Swailes to carry out 1 indivisible transaction or piece of work e.g. the sale or purchase of a property in joint names the liability of such persons and entities shall be joint and several meaning that any 1 or more of such persons and entities shall be responsible for meeting all the obligations of You the Client including payment of our fees and any disbursements incurred on your behalf.

## **Charges and expenses**

- 3.1 Our fees are based mainly on the time spent by the partner and staff acting for You. This includes: time spent on interviews; drafting of documents; reading and research; preparing and working on papers and correspondence; telephone calls; and any time spent travelling or waiting whilst on your business.
- 3.2 In addition to measured periods of time for, e.g. interviews, drafting etc., We apply a minimum unit of six minutes to each letter and telephone call.
- 3.3 The time so recorded is costed according to a formula, which gives a charging rate or cost per hour for undertaking work on your behalf, according to the level of fee-earner allocated to your matter (the 'charging rate').
- 3.4 We will add VAT to bills at the rate that applies when the work is done. At present, VAT is 20%.
- 3.5 Our fees also take into account the level of skill and responsibility and the importance and value of the advice that We provide.
- 3.6 If We provide You with an ESTIMATE of Our fees for any specific work, then the estimate will not be contractually binding unless We explicitly state that that will be the case.
- 3.7 Where requested We may indicate a FIXED FEE for the provision of specific services or an indicative range of fees for a particular assignment. It is not Our practice to identify fixed fees more than a year ahead as such fee quotes need to be reviewed in the light of events. If it becomes apparent to Us, due to unforeseen circumstances, that a fee quote is inadequate, We reserve the right to notify You of a revised figure or range and to seek your agreement thereto.
- 3.8 In some cases, You may be entitled to assistance with your professional fees. Assistance may be provided through insurance policies You hold, or via membership of a professional or trade body. Other than where such insurance was arranged through Us You will need to advise Us of any such insurance cover that You have. You will remain liable for Our fees regardless of whether all or part are liable to be paid by your insurers.

## ***Disbursements***

- 3.9 Any disbursements We incur on your behalf and expenses incurred in the course of carrying out Our work for You will be added to Our invoices where appropriate.
- 3.10 VAT is payable on certain disbursements.
- 3.11 Unless otherwise agreed to the contrary Our fees do not include the costs of any third party, counsel or other professional fees.
- 3.12 We have no obligation to pay disbursements unless You have provided Us with the funds for that purpose.

- 3.13 We shall require such a payment in advance of search fees and other costs.
- 3.14 Where, for any reason, a matter does not proceed to completion, We will be entitled to charge You for work done on a time spent basis and for expenses incurred. Property sales and purchases which fail to complete often involve as much work as those which reach completion.

### **Payment arrangements**

- 4.1 We will deliver a bill following the exchange of contracts and payment is required:
- On a purchase: prior to completion;
  - On a sale: at completion. If sufficient funds are available on completion, and we have sent You a bill, we will deduct our charges and expenses from the funds;
  - Otherwise when an account is prepared and a detailed costs analysis is undertaken.

### ***Conveyancing - Purchases***

- 4.2 If We are acting for You in connection with the purchase of a property it is a condition of Us acting for You that We will receive before completion the following:-
- (a) Sufficient cleared funds to enable Us to complete the purchase of the property from the seller.
- (b) Sufficient cleared funds to enable Us to cover all disbursements (payments to others) which We have either incurred prior to completion or will incur after completion such as stamp duty land tax and land registration fees.
- (c) Sufficient cleared funds to settle Our own fees and VAT for the transaction.
- 4.3 If a bill is delivered in a concessionary figure ('but say') and remains unpaid after one month we reserve the right to credit the account with the amount of the 'but say' bill and to render a full account for all work done on the basis of a detailed costs analysis.
- 4.4 We reserve the right at all times to suspend action on your matter if these arrangements have not been followed. We also reserve the right to suspend our services or to cease to act for You on giving written notice if payment of any fees is unduly delayed. We intend to exercise these rights only where it is fair and reasonable to do so.
- 4.5 We may charge interest on unpaid bills from one month after delivery of the bill on a daily basis at the rate specified in the Late Payment of Commercial Debts (Rate of Interest) (No. 3) Order 2002.
- 4.6 Acts of Parliament and regulations prescribe procedures for challenging a solicitor's bill.

- 4.7 For non-contentious work (legal work which does not involve court proceedings, e.g. conveyancing and probate), sections 70,71 and 72 of the Solicitors Act 1974 set out your rights in relation to having the bill assessed by the court.
- 4.8 If the whole of the bill has not been paid We are entitled to charge interest on the outstanding amount of the bill in accordance with article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009.
- 4.9 An application to the court must be made within one month of the delivery of the bill.
- 4.10 If You do not accept that the invoiced fee is fair and reasonable, You should notify Us within one month of receipt. If we do not hear from You We will assume that the amount of Our invoiced fee is agreed.
- 4.10 If a client company, trust or other entity is unable or unwilling to settle Our fees We reserve the right to seek payment from the individual (or parent company) giving Us instructions on behalf of the client and You agree that We shall be entitled to enforce any sums due against the Group Company or individual nominated to act for You.

#### **Client money and interest payable thereon**

- 5.1 We may from time to time hold money on your behalf. Such money will be held in a client bank account, which is segregated from the firm's office account (Our funds). The account will be operated, and all funds dealt with, in accordance with the Solicitors Regulation Authority Accounts Rules.
- 5.2 Any money received on your behalf will be held in our client account. Subject to certain minimum amounts and periods of time set out in the Solicitors' Accounts Rules 1998, interest will be calculated and paid to the client at the rate from time to time payable on Barclays Bank Plc's designated client accounts. The period for which interest will be paid will normally run from the date(s) on which funds are received by us until the date(s) of issue of any cheque(s) from our client account. We reserve the right to retain the first £20 of each amount of interest as and when calculated to help Us cover the administrative expenses of arranging these calculations and payments.
- 5.3 Where the client obtains borrowing from a lender in a property transaction, we will ask the lender to arrange that the loan cheque is received by us a minimum of four working days prior to the completion date. If the money can be sent by CHAPS, we will request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. You need to be aware that the lender may charge interest from the date of issue of their loan cheque or the transfer of the payment.

#### **Communication between You and Us and others**

- 6.1 We will aim to communicate with You by such method as You may request.
- 6.2 We do not accept service of documents by e-mail.

- 6.3 Unless You instruct us otherwise we may, where appropriate, communicate with You and with third parties via email or by other electronic means.
- 6.4 With electronic communication there is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties. The recipient is responsible for virus checking emails and any attachments. We use virus-scanning software to reduce the risk of viruses and similar damaging items being transmitted through emails or electronic storage devices. However electronic communication is not totally secure and We cannot be held responsible for damage or loss caused by viruses nor for communications which are corrupted or altered after despatch. Nor can We accept any liability for problems or accidental errors relating to this means of communication especially in relation to commercially sensitive material. These are risks You must bear in return for greater efficiency and lower costs. If You do not wish to accept these risks please let Us know and We will communicate by paper mail, other than where electronic submission is mandatory.
- 6.5 Any communication by us with You sent through the post or DX system is deemed to arrive at your postal address two working days after the day that the document was sent.

#### **Data Protection**

- 7.1 The Data Protection Act requires Us to advise You that your particulars are held on our database. In order to carry out the services of this engagement and for related purposes such as updating and enhancing Our client records, analysis for management purposes and statutory returns, legal and regulatory compliance and crime prevention We may obtain, process, use and disclose personal data about You.
- 7.2 We may also from time to time use these details to send information which we think might be of interest to You. We will not make such information available to any other provider of products or services.
- 7.3 You acknowledge that We will act in accordance with the Data Protection Policy We have supplied to You.
- 7.4 We shall each be considered an independent data controller in relation to any personal data provided to Us by You, or on your behalf, for the purpose of providing Our services to You, pursuant to Our engagement letter with You. Each of Us will comply with all requirements and obligations to Us under the Data Protection Legislation in respect of personal data. This clause is in addition to and does not remove or replace either of Our obligations under the Data Protection Legislation.
- 7.5 You shall only disclose client personal to Us where:-
- i) You have provided the necessary information to the relevant data subjects regarding its use (You may refer to our Data Protection Policy for this purpose);

ii) You have a lawful basis upon which to do so, which, in the absence of any lawful basis, shall be with the relevant data subject's consent; and

iii) You have complied with the necessary requirements under the Data Protection Legislation to enable You to do so

## **Conflicts of interest**

### ***General statement***

8.1 We will inform You if we become aware of any conflict of interest in our relationship with You, or in our relationship with You and another client. Where conflicts are identified which cannot be managed in a way that protects Your interests then we regret that we will be unable to provide further services.

8.2 If there is a conflict of interest that is capable of being addressed successfully by the adoption of suitable safeguards to protect your interests then we will adopt those safeguards. Where possible this will be done on the basis of your informed consent. We reserve the right to act for other clients whose interests are not the same as or are adverse to yours, subject of course to the obligations of confidentiality referred to in the section headed "Disclosure and Confidentiality of Business".

### ***Speaking to your lender***

8.3 If we are acting for your proposed lender in connection with a loan which is to be secured upon mortgage of your property it means that 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 this causes a conflict of interest to arise between You and your lender We will try to resolve the conflict. However, if it cannot be resolved we may have to cease acting for You or your lender or both.

## **Financial services and insurance contracts**

9.1 We are regulated by the Solicitors Regulation Authority. We also carry on insurance mediation activity which, broadly, is the advising on, selling and administration of insurance contracts.

9.2 We are not authorised by the Financial Services Authority. We are, however, included on the register maintained by the Financial Services Authority so that we may carry on 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 Services Authority website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register)

9.3 The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulations and



complaints handling 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 is the independent complaints handling body who will investigate any complaints made against solicitors.

- 9.4 Although We are able to give general advice in the course of our practice as solicitors, e.g. Equity Release, We do not have the experience, knowledge or qualifications to give discreet investment advice, that is to say advising You to select on specific product in preference to another.

#### **Storage of papers, documents and securities**

- 10.1 Concluded files will in Our discretion be stored or committed to microfilm, compact disc or other electronic storage device.
- 10.2 Where stored a file of papers is kept in storage for not less than six years. After that, storage is on the clear understanding that we have the right to destroy papers after such period as we consider reasonable or to make a charge for storage if we ask You to collect the papers and You fail to do so.
- 10.3 We will return any original documents to You if requested. You must tell Us if You require Us to retain specific documents for a longer period than 6 years.
- 10.4 If we receive any Wills, title documents or other securities to be retained on your behalf, they will be kept in safe custody by Us.
- 10.5 We will not destroy any documents such as wills, deeds, and other securities, which we have been asked to hold in safe custody. No charge will be made for such storage unless prior notice in writing is given of a charge to be made from a future date which may be specified in that notice.
- 10.6 If we retrieve papers or documents from storage in relation to continuing or new instructions to act, we will not normally charge for such retrieval. However, we will normally make a charge based on time spent for producing stored papers or documents to You or to another party at your request.

#### ***Lien***

- 10.7 Insofar as We are permitted to do so by law or professional guidelines, We reserve the right to exercise a lien over all funds, documents, records and securities in Our possession relating to all engagements for You until all outstanding fees and disbursements are paid in full.

#### **Client Identification**

- 11.1 As with other professional services firms We will require You to provide satisfactory evidence of your identity. We are required to do this in order to comply with the UK Anti-Money Laundering Legislation (AML). This is partly because solicitors who deal with money and property on behalf of their clients can be used by criminals wishing to launder money. We will request from You and retain such

information and documentation as is necessary and appropriate for the identification process and We may make searches of appropriate databases.

### **Disclosure and Confidentiality of Business**

12.1 Communication between Us is confidential and We shall take all reasonable steps to keep confidential your information except where We are required to disclose it by law, by regulatory bodies, by Our insurers or as part of an external peer review.

12.2 In relation to such exceptions You should note the following:-

- Money laundering regulations may require disclosure of confidential information by law. Please note: that we accept no responsibility for any loss arising from compliance with the Money Laundering Provisions of the Proceeds of Crime Act 2002 and any amending legislation howsoever caused.
- The Solicitors Regulation Authority and other supervisory bodies may call for a file which is the subject of a complaint.
- A court Order can compel disclosure of confidential material in certain circumstances.

12.3 Solicitors are under a professional and legal obligation to keep your affairs confidential. This obligation, however, is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the Serious Organised Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure.

12.4 If, while we are acting for You, it becomes necessary to make a money laundering disclosure, We may not be able to inform You that a disclosure has been made or of the reasons for it.

12.5 Barker Gooch & Swailes' policy is only to accept cash up to £1,000. If clients circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

### ***The following paragraph only applies if Barker Gooch & Swailes is accredited with the Law Society Conveyancing Quality Scheme***

12.6 As part of our continuing commitment to providing a high quality of service to all our clients, Barker Gooch & Swailes maintains accreditation with the Law Society's Conveyancing Quality Scheme. The audit procedure laid down by this scheme may require examination of clients' confidential files from time to time under strictly controlled circumstances and only to duly appointed and qualified individuals. Acceptance of these terms and conditions by You is deemed to include consent to such disclosure, which may be withdrawn by You in writing at any time.

## **Termination**

- 13.1 Unless otherwise agreed in the Client Care Letter Our work will continue provided that We receive your implicit or explicit acceptance of that letter.
- 13.2 Instructions may be terminated by Us or You at any time. Termination of instructions must be in writing, to be effective.
- 13.3 Termination will be without prejudice to any rights that may have accrued to either of us prior to termination.
- 13.4 In the event of termination of Our contract with You, We will endeavour to agree with You the arrangements for the completion of work in progress at that time, unless We are required for legal or regulatory reasons to cease work immediately. In that event, We shall not be required to carry out any further work and shall not be responsible or liable for any consequences arising from termination.
- 13.5 We will be entitled to keep all papers and documents while there is money owing to us for our charges and expenses. See the section heading "Lien".
- 13.6 Should We resign or be requested to resign We will normally issue a disengagement letter to ensure that our respective responsibilities are clear.
- 13.7 Should We have no contact with You for a period of one year or more We may issue to your last known address a disengagement letter and hence cease to act.
- 13.8 Under the Consumer Protection (Distance Selling) Regulations 2000, for some non-business instructions, the client may have the right to withdraw, without charge, within seven working days of the date on which we were asked to act. However, if We start work with your consent within that period, You lose that right to withdraw. Acceptance of these terms and conditions of business will amount to such consent. If it is sought to withdraw instructions, notice should be given by telephone, e-mail or letter to the person named in Our Client Care Letter as being responsible for your work. The regulations require us to inform You if the work involved is likely to take more than 30 days.

## **Limited companies**

- 14.1 When accepting instructions to act on behalf of a limited company, we may require a director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this practice. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out earlier.

## **Tax Advice and Planning Advice**

- 15.1 Any work that we do for You may involve tax implications or necessitate the consideration of tax planning strategies. Any responsibility to advise on the tax implications of a transaction that we are instructed to carry out, or the likelihood of them arising, cannot be implied and must be the subject of specific and express agreement.

- 15.2 You cannot assume that We will advise You on the planning implications of your proposed purchase unless You specifically request Us to do so in writing. We will however report to You on any relevant information provided by the results of the 'Local Search'.

### **Complaints**

- 16.1 We are committed to providing You with a high quality service that is both efficient and effective.
- 16.2 If You would like to discuss with Us how We could improve our service or should there be any cause for complaint in relation to any aspect of Our service You should adopt the following procedure.
- 16.3 You should raise the concern in the first place with the person dealing with the particular matter.
- 16.4 If the complaint cannot be resolved satisfactorily You should then contact the supervising partner, whose name will have been notified to You in the Client Care Letter at the outset of the transaction.
- 16.5 If necessary, You should put your complaint in writing explaining what action is requested.
- 16.6 If these steps do not resolve the problem You should contact the other partner by telephoning or writing.
- 16.7 If the complaint is still not resolved You should refer your complaint to the Legal Ombudsman at Legal Ombudsman , PO Box 6806 Wolverhampton WV1 9WJ telephone 0300 555 0333; website [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.

### **What to do if you are unhappy with our behaviour**

- 16.8 The Solicitors Regulation Authority can help if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, disability or other characteristic.

Visit their website to see how you can raise your concerns with the Solicitors Regulation Authority.

### **Commissions and other benefits**

- 17.1 In some circumstances We may receive commissions or other benefits for introductions to other professionals or in respect of transactions which we arrange for You. Where this happens We will notify You in writing of the amount and terms of payment and receipt of any such commissions or benefits. The fees You would otherwise pay may be reduced by the amount of the commissions or benefits. When We reduce the fees that We would otherwise charge by the amount of

commission retained, We will apply the HMRC concession which allows VAT to be calculated on the net fee after deduction of the commission.

### **Referral arrangements**

- 18.1 We may pay a referral fee for work to be referred to us. In such a situation we will inform You in writing and will tell You what fee we have paid. The advice which we give to You will be independent and we will treat You the same as any other client. You are free to raise questions on all aspects of the transaction and any information which You disclose to us will be treated as confidential and not disclosed to the referrer or to any other third party without your consent. We will not act for the referrer in connection with the same transaction in any way at all and You are under no obligation to instruct us in connection with the transaction.

### **Property Disclaimers**

- 19.1 If We are acting for You in connection with your acquiring or lending money on security of a property it is your duty to satisfy yourself on matters concerning the physical condition and value of that property and of its internal appliances and systems. For this reason it will not normally be part of our duty to carry out a physical inspection of the property, its appliances or system and You should obtain advice on these matters from a suitably qualified surveyor, valuer or other appropriate expert.
- 19.2 We will advise You to instruct Us to requisition a number of standard searches before You commit yourself to acquiring or lending money on security of the property. These may include searches which disclose possible sources of contamination of the environment surrounding a property, the risk of flooding and the risk of ground instability (subsidence etc.). We will report the results of these searches to You but we will not otherwise advise You on these matters. If You have concerns about any of these matters, You should obtain advice from a qualified environmental surveyor or other appropriately qualified person.

### **Applicable Law**

- 20.1 Our Client Care Letter, any schedule of services and Our standard terms and conditions of business are governed by, and should be construed in accordance with English law. Each party agrees that the courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter and any matter arising from it. Each party irrevocably waives any right to object to any action being brought in those Courts, to claim that the action has been brought in an inappropriate forum, or to claim that those Courts do not have jurisdiction.

### **Limitation of our liability**

- 21.1 We will provide our services with reasonable care and skill. We will not be liable for any loss, damage, costs or expenses of an indirect or consequential, special or exemplary nature including without limitation any economic loss or other loss of turnover, profits, opportunities, business or goodwill.

*Exclusion of liability for loss caused by others*

- 21.2 We will not be liable if such losses, penalties, surcharges, interest or additional liabilities are due to the acts or omissions of any other person or due to the provision to Us of incomplete, misleading or false information or if they are due to a failure to act on Our advice or a failure to provide Us with relevant information.

*Exclusion of liability in relation to circumstances beyond Our control*

- 21.3 We will not be liable to You for any delay or failure to perform our obligations under Our Client Care Letter if the delay or failure is caused by circumstances outside Our reasonable control.

*Exclusion of liability relating to the discovery of fraud etc*

- 21.4 We will not be responsible or liable for any loss, damage or expense incurred or sustained if information material to the service We are providing is withheld or concealed from Us or misrepresented to Us. This applies equally to fraudulent acts, misrepresentation or wilful default on the part of any party to the transaction and their directors, officers, employees, agents or advisers.

- 21.5 This exclusion shall not apply where such misrepresentation, withholding or concealment is or should (in carrying out the procedures which We have agreed to perform with reasonable care and skill) have been evident to Us without further enquiry.

*Limitation of liability*

- 21.6 Our maximum liability for loss or damage, breach of contract, breach of trust, negligence or otherwise (with the exception of fraud) is £2,000,000 for any one transaction/matter or series of connected transactions/matters, unless a higher amount is stated in Our Client Care Letter. By signing the Client Care Letter You agree that You have given proper consideration to this limit and accept that it is reasonable in all the circumstances. If You do not wish to accept it You should contact Us to discuss it before signing the Client Care Letter.

**Limitation of Third Party rights**

- 22.1 The advice and information We provide to You as part of Our service is for your sole use and not for any third party to whom You may communicate it, unless We have expressly agreed in the engagement letter that a specified third party may rely on Our work. We accept no responsibility to third parties, including any group company to whom the engagement letter is not addressed, for any advice, information or material produced as part of Our work for You which You make available to them. A party to this agreement is the only person who has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

*Indemnity for unauthorised disclosure*

22.2 You agree to indemnify Us and Our agents in respect of any claim (including any claim for negligence) arising out of any unauthorised disclosure by You or by any person for whom You are responsible of Our advice and opinions, whether in writing or otherwise.

22.3 This indemnity will extend to the cost of defending any such claim, including payment at Our usual rates for the time that We spend in defending it.

### **Professional rules and statutory obligations**

23.1 We will observe and act in accordance with the Solicitors Regulation Authority Code of Conduct 2011. We will not be liable for any loss, damage or cost arising from Our compliance with statutory or regulatory obligations.

### **Reliance on advice**

24.1 We will endeavour to record all advice on important matters in writing. We may not be able to accept responsibility for advice alleged to have been given orally which has not been confirmed to You in writing. Therefore, if We provide oral advice (for example during the course of a meeting or a telephone conversation) and You wish to be able to rely on that advice, You should ask for the advice to be confirmed by Us in writing.

### **Implementation of our advice**

25.1 We will only assist with implementation of Our advice if specifically instructed and agreed in writing.

### **Intellectual property rights**

26.1 We will retain all copyright in any document prepared by Us during the course of carrying out the engagement save where the law specifically provides otherwise.

### **Interpretation**

27.1 If any provision of Our Client Care Letter or Our Standard Terms and Conditions of Business is held to be void, then that provision will be deemed not to form part of Our contract with You. But all other provisions shall remain in full force and effect.

27.2 In the event of any conflict between Our Standard Terms and Conditions of Business and Our Client Care Letter the relevant provision in Our Client Care Letter will take precedence.

### **Terms and conditions of business**

28.1 If You require clarification on any of these points please do not hesitate to let Us know.

28.2 Unless otherwise agreed, and subject to the application of then current hourly rates, these terms and conditions of business shall apply to any future instructions given to this practice.

28.3 Although continuing instructions in this matter will amount to an acceptance of these terms and conditions of business, it may not be possible for Us to start work on your behalf until one copy of them has been returned to us duly signed by You for us to keep on our file.

**Authorities**

29.1 Where We are acting for more than one person We have an obligation to obtain instructions from each of them. This may be inconvenient for You and so to enable Us to accept instructions from either of You on behalf of both, You are asked to sign the authority at the end of the enclosed copy of this form. We will then accept instructions from either of You on behalf of You both.

**Remittance of Funds back to You in accordance with your instructions**

30.1 If You instruct us on a transaction which will involve remitting funds back to You then unless You notify us in writing otherwise and we agree to do so we are entitled to refuse to send the funds other than to a bank account in your name in the United Kingdom.

30.2 We are entitled before implementing any instruction to remit funds back to You to require the production of suitable evidence that the instructions come from You as our client and suitable supporting documentary evidence of the details of the account in question in the form e.g. of a current paying in slip, cancelled cheque, bank statement or bank card.

**I/We confirm that I/we have read and understood, and I/we accept, these terms and conditions of business.**

**You may accept instructions from either one/any of us on behalf of us both/all of us in connection with all matters relating to our purchase/sale and to any related transaction.**

**I/We agree to our details being retained on a computer database.**

**I/We have read the above. I am/We are happy to give You the authorities requested and to instruct You to act for me/us on the terms set out.**

**Signed .....**

**Date .....**

**Standard terms and conditions of business**

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