

## TERMS AND CONDITIONS OF BUSINESS

*Updated 30 January 2026*

The following terms of engagement apply to all work carried out by Thomas Flavell & Sons Ltd except as otherwise agreed. The expression “we”, “us”, and “our” refer to Thomas Flavell & Sons Ltd and “you” and “your” refer to our client.

These terms and conditions will apply to any services which we provide to you and will usually be supplemented by a letter dealing amongst other things with the specific services to be provided and the fees payable.

These terms and conditions may be revised from time to time and a copy will be sent to you to replace these, and the revised terms and conditions will apply from the date you receive them. You are of course free to terminate the arrangement between us if you do not accept the revised terms and conditions.

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## 1. **OUR SERVICES**

### **Residential Property Conveyancing**

- Selling Your Property
- Purchasing a Property
- Remortgage
- Lease Extensions/Variation
- First Registrations/Title updates
- Transfer of Equity

### **Divorce & Family Law**

- Non-Court Dispute Resolution
- Child Arrangements
- Pre and Post Nuptial Agreements
- Divorce and Civil Partnership Dissolution/ Separation
- Living Together Arrangements
- Cohabitee Disputes

### **Litigation & Dispute Resolution**

- Court of Protection applications
- Landlord and Tenant disputes
- Debt recovery and contract claims over £10,000
- Settlement Agreements for Employers
- Settlement Agreements for Individuals

### **Contentious Probate and Inheritance (Provision for Family and Dependents) Act 1975 claims**

- Contesting a Will
- Financial provision claims

### **Wills, Probate & Trusts**

- Estate Administration
- Making a Will
- Trusts
- Grant of Probate
- Powers of Attorney
- Making a Lasting Power of Attorney
- Registering a LPA
- Court of Protection Applications

### **Business Legal Advice**

- Company Formations
- Partnership Agreements
- Shareholder Agreements
- Business and share sales and acquisitions
- Company mergers, acquisitions and disposals
- Management buy-outs and buy-ins
- Trading terms and conditions

### **Commercial Property**

- Property portfolio acquisitions and disposals
- Acquisition of development sites for commercial use
- Buying sites for industrial use
- Buying land for residential use
- Purchasing a site for retail use
- Purchasing brownfield sites (such as former petrol stations)

### **Employment Law for Businesses**

- Employment Contracts, Policies and Handbooks
- Redundancy and Restructuring Advice
- Settlement Agreements
- Sexual Harassment at Work
- Senior Executive Exit Advice
- Employment Law Retainer Service

### **Employment Law for Individuals**

- Unfair Dismissal
- Discrimination at Work
- Disciplinary and Grievance Advice
- Settlement Agreements

## **2. SCOPE OF OUR SERVICES**

We are authorised and regulated by the Solicitors Regulation Authority as an Alternative Business Structure (SRA No. 620030). Our aim is to provide you with quality legal advice and a personal service at a fair cost.

We aim to offer our clients quality legal advice with a personal service at a fair cost. In doing so we will:

- Always act in your best interests (subject to any overriding duty we owe to the Court);
- Reply to letters and other communications from you and others promptly electronically unless requested otherwise;
- Arrange appointments with you without undue delay;
- Without reporting to you for the sake of doing so, keep you informed if there has been a significant development on your matter;
- In return, we ask you to respond promptly to requests for instructions and information and to pay our charges and expenses without delay.

We will provide you with an engagement letter detailing the scope of the services that we will provide in relation to any matter instructed by you and the costs.

We will regularly update you via our app, SMS, email, telephone or by post with progress on your matter in particular, following key events or stages in your matter. We will always endeavour to communicate with you in plain language.

We will update you on the cost of your matter at least six monthly and/or at agreed events. Whenever there is a material change in circumstances, we will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter. We will continue to review whether there are alternative methods by which your matter can be funded.

We will update you on the likely timescales for each stage of your matter and any important changes in those estimates.

The scope of services does not include, unless specifically agreed in writing with you:

- Advice on the laws of any jurisdiction outside England and Wales;
- Tax advice or advice on the tax implications of any instruction or Social Security implications of any proposed settlement or potential court order (other than Stamp Duty Land Tax where we are instructed in relation to a property transaction). If you require such advice, please let us know as otherwise we will assume that you are taking such advice elsewhere. If we find that we are not qualified to advise on the particular aspects applicable to you, we will be happy to introduce you to a tax advisor who can assist you;
- Financial planning advice;
- Accounting matters;
- Advice on changes to law or practice after the completion of the relevant matter we are instructed on by you.
- You should also notify us of any changes or variations to that information which may arise after the date it is passed to us and of any new circumstances that might be relevant to the work we are undertaking

We do not assume any responsibility for work of third parties engaged on your behalf.

You agree that you do not require us to provide you advice or further services in relation to any aspect outside of the scope of the services so agreed.

Where we are jointly instructed by you and another client to act in a matter, we will assume that either of you are authorised to give us instructions, unless either of you advise us otherwise. In addition, as matters progress, we may need to act on instructions of other people from whom we consider it is reasonable to take instructions in order to progress the matter within the timescales set. Unless informed of any change, we will assume that this remains the case until our work is completed.

If you are a company, partnership or other organisation, we may accept instructions from anyone within your organisation unless you have written to us identifying which individuals we are to take instructions from.

When our Contract is with more than one person, unless otherwise agreed in writing, we may:

- Accept instructions from any one of those persons on behalf of all; and
- Correspond with any one of those persons on behalf of all.

It is our aim to maintain a good working relationship with all of our clients.

Please note, however, that we will not tolerate violence and aggression. We understand that our clients may be experiencing stressful times and we will endeavour to support our clients throughout this but no member of our staff should be subjected to unreasonable, violent, threatening and abusive behaviour, whether verbal, physical or written.

If, at any time, a member of staff encounters unreasonable, violent, threatening and/or abusive behaviour from you (or by a third party on your behalf), whether verbal, physical or written, then we reserve the right to take immediate action to protect our staff. This may include imposing restrictions or controls, whether temporary or longer-term, on how we engage with you going forward. Violence or threats of violence will also be reported to the police where appropriate. In some circumstances, the firm may determine that we have to cease acting for you and terminate your retainer (see below).

### **3. CONTACTING US**

Our offices are located at Church Walk, Hinckley, LE10 1DN and 19 Waterloo Place, Leamington Spa CV32 5LA. Our opening hours are 9.00am to 5.00pm Monday to Friday. Some of our team work outside of these hours and will provide a direct telephone number if they work outside of 9 am – 5 pm. Appointments can be arranged at other times when this is essential.

### **4. ANTI-MONEY LAUNDERING**

We are required to conduct due diligence on clients at the start of each new matter and to monitor the matter as it proceeds. Save in exceptional circumstances, the regulations prevent us from starting any work until due diligence has been carried out, so your co-operation will not only be appreciated but will assist us to move your work forward quickly. We will not provide our Bank Details until you have completed this process, any cash or cheques will be returned to you if we receive them prior to completing your identify checks. We will charge you £20 + VAT in respect of our charges for carrying out the Anti-Money Laundering checks (to include fees incurred by us). We will review and in some cases increase our fees annually.

We are required to conduct due diligence by these regulations at the start of each new matter and to monitor the matter as it proceeds. If we have conducted due diligence in relation to our previous work for you within the last 12 months we may require additional information or material at any time in order to comply with our duties of ongoing monitoring.

We will verify your identity electronically using a Third Party, Infotrack or Estate Search.

If you are instructing us on behalf of a partnership we are required to ascertain who the partners are, the full name of the partnership, its registered or principal trading address and the nature of its business. Unless the partnership is well-known or comprises individuals, whose business is regulated by a professional body (lawyers, doctors etc.), we will require evidence of the partnership's trading address and the same evidence of identity for you and at least one other partner.

If you are instructing us on behalf of a limited company, a limited partnership or a limited liability partnership, we are required to ascertain the structure, ownership, purposes and activities of the body. In particular, we are required to obtain the name and other readily available identifying details of each individual who either owns or controls more than 25 per cent of the shares or voting rights in the body, or otherwise exercises control over the management of the body (we call these persons "beneficial owners"). We will ask you to provide evidence in relation to these matters to the extent that we are unable to obtain it from public records, will ask you to provide evidence of identity as if you

were instructing us on your own account and may ask any non-corporate beneficial owners to provide equivalent evidence of identity.

We are required by law to obtain evidence of identity from every Client (including existing Clients) at the outset of any matter. The evidence that you supply us may be corroborated by a specialist firm of enquiry agents. The data controller for our firm is Lindsey Connolly. Any personal data we receive from you in connection with the prevention of money laundering or terrorist financing will be processed solely for that purpose or as otherwise permitted under the Data Protection Act. We advise you to review our [Data Protection Policy](#) to ensure you are fully informed of how your personal data is handled in accordance with these requirements.

If you are unable to complete the electronic check using the app, for any reason, please attend our offices where a member of our team may be able to assist you in completing the check. Alternatively, we will require you to visit one of our offices to provide us with the following ID documents or provide us with certified ID from another professional such as a Solicitor/Bank/Post Office. We will then run an electronic check on your ID documents. The same charges will still apply.

We will require one item from List A below and one item from List B. If you do not have any of the items on List A, we may be able to accept two items from List B.

List A	List B
<b>a current valid full signed Passport; or</b>  <b>a current valid UK Photo-card Driving Licence; or</b>  <b>a current HM Forces/Police identity card with the signatory's photograph; or</b>  <b>a current valid Shotgun/Firearm Certificate with the signatory's photograph.</b>	<b>a cheque guarantee card, credit card (bearing the MasterCard or Visa logo), American Express Card or Diners Club Card, debit or multi-function card (bearing the Switch or Delta logo) issued in the United Kingdom with an original Account Statement less than three months old; or</b>  <b>a current valid UK paper Driving Licence; or</b>  <b>a Council Tax Bill for the current tax year; or</b>  <b>a receipted Utility Bill (not mobile telephone) less than three months old; or a Council Rent Book showing the rent paid for the last three months; or</b>  <b>your most recent original mortgage statement.</b>

Solicitors are under a professional and legal obligation to keep the affairs of the Client confidential. This obligation is however subject to a statutory exception: legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National 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. If this happens, we may not be able to inform you that it has been made or the reasons for it.

Please note that as a result of these Regulations cash payments in excess of £500 cannot be accepted nor will we (except by prior arrangement) accept a payment from you sent to us by telegraphic transfer from a third party nor will we send out a payment on your behalf to a third party. This Firm and its Directors will not be liable for any loss, damage or delay arising from their complying with any statutory or regulatory requirement. We reserve the right to pass on any charges incurred for establishing the source of funds should you fail to adhere to this rule.

We are required to retain records of the identification obtained. The data will only be used by us to provide confirmation of the identity of the person(s) who has provided it. We are required by law to maintain this data for the period of at least five years from the end of the matter we are assisting you with or from the date at which you cease to be a client of our firm. In most cases, we will retain the data for our usual file retention period of seven years from the date of the file being archived (unless otherwise stipulated) in accordance with our storage procedures as set out in our retention periods and storage clause.

The UK sanctions regime imposes serious and extensive restrictions on our dealing with clients (and other third parties) who are or become a designated person under the UK sanctions legislation. There are specific reporting obligations and prohibitions (with potential penalties) on carrying out certain activities or behaving in a certain way where financial sanctions apply.

As such, to determine if we can act for you in a certain matter or if there are any other reporting duties we need to comply with, we may also need to conduct additional verification checks on you, other persons such as directors or beneficial owners of a company as well as, potentially, other third parties such as counter-parties in a matter.

## **5. CHARGES AND EXPENSES**

You will receive separate information from your advisor on how much your matter is likely to cost either under a fixed fee or the estimated cost if the work being undertaken upon your behalf is being charged at an hourly rate, and who is responsible for its conduct. We will endeavour to notify you if the estimate is likely to be exceeded. Our standard hourly rates are set out below:

<b>Grade</b>	<b>Fee earner</b>	<b>Rate</b>
A	Directors	£310
B	Solicitors and legal executives with over 8 years' experience	£310
C	Solicitors and legal executives with over 4 years' experience	£270
D	Other solicitors or legal executives and fee earners of equivalent experience	£255
E	Trainee solicitors, paralegals and other fee earners	£162

The Firm is registered for VAT purposes, our VAT Registration Number is 207009544. All fees are quoted exclusive of VAT, which will be added where appropriate. Currently, the VAT rate is 20%.

## **6. CLIENT MONEY PROTECTION & FRAUD PREVENTION**

It is unfortunate that Cybercrime and email fraud targeted at law firms and their clients is on the increase. Fraudsters are using very sophisticated methods to manipulate IT and intercept communications.

### Confirmation of our bank details

Payment of our fees and disbursements can be paid into our account details on our website:

<https://www.thomasflavell.co.uk/bank-details>

A password to access the link will be confirmed to you via SMS once our Anti-Money Laundering checks have been completed. We do not intend to change our bank account details during the course of dealing with your matter so the account details we provide to you via this secure link will stay the same throughout the lifetime of your matter.

It is very important that you are aware that we will not notify you of changes to our bank account details by email. We will only notify you of changes to important business information, including bank account details, in official correspondence which will be sent by postal mail.

If you ever receive any other communication purporting to come from us and which purports to change our bank account details or to request that you send funds to another account, please do not rely on this and immediately contact the person at this firm handling your matter by telephone. Even if the request appears to have come from us, you must never send funds to another account unless you have verified this with us.

We cannot take any responsibility for any losses where funds are transferred to other accounts that have not been verified by us.

### **Sending funds to our bank account(s)**



Prior to transferring any funds to our account, we recommend you contact us to verify our account details. Wherever possible, you should contact the person at this firm handling your matter by telephone.

### **Our firm sending funds to you**

We may not agree to send any funds to you unless it is to a pre-agreed bank account which we have verified.

You must take care to protect your own data and bank account details. Confirming your bank details by email must be avoided.

For all new matters, the person with conduct of your matter will contact you by telephone to verify your bank account details, prior to our sending funds to you. We are sorry if this causes any delay to the processing of payments but we do consider that these steps are necessary to help protect you and your money from fraud.

If you are a long-standing client of the firm and/or a client to whom we have previously transferred funds and your bank account details have not changed we will rely on our previous transactions rather than contact you via telephone for verification unless circumstances exist which increase the level of risk or we otherwise consider it appropriate to do so.

If relevant to your transaction, we will also ask that funds relating to your purchase or other matter be transferred at the appropriate time to this Client Account.

If relevant to your matter, we will ask you at our first meeting/at the outset of your matter, for the account details of where funds should be transferred to you at the appropriate time. It is our policy to do this in person (as far as possible) and to obtain evidence in support (such as bank statements, which may be required in any case to comply with our Anti-Money Laundering regulations).

It is our policy never to accept these instructions or any subsequent changes in bank account details by email and to only accept this and other non-face-to-face communications (letter, phone call etc.) after authenticating this with you in person or by a telephone call initiated by us and using the agreed contact number you provide to us at the outset of this retainer. We accept no liability for delays as a result of this due diligence and expect full cooperation and timely responses from clients in validating or refuting any such instructions.

We will hold any funds which you remit to us to be held on your behalf in our designated client account(s). We will only hold your money at a bank or building society which has permission from the Financial Conduct Authority (FCA) to accept deposits and which holds monies at a branch (or head) office in England and Wales (as defined by Section 87 of the Solicitors Act 1974).

Whilst we monitor circumstances relating to our banks and take such action we feel is necessary to protect our finances, we may not be liable to repay money lost through a banking failure. If you are acting in the capacity of a private individual or small business, you may be eligible to obtain compensation from the Financial Services Compensation Scheme (FSCS) up to a maximum of £85,000 in the event of the bank failing. The compensation limit applies to one individual per failed entity, and so if you hold personal monies with the same bank (or member of a group to which it belongs), the limit remains at only £85,000. If at any time you wish your funds to be held in a specific account or in any particular bank or in any other way you should advise us as soon as possible and confirm any such instruction in writing. We undertake no responsibility to advise you where or how your funds should be held.

## **7. MONIES ON ACCOUNT**

We reserve the right to require you to pay one or more sums on account of our fees and/or any likely disbursements or costs at any time before and/or during the course of the work. Any sums we ask you to pay on account may include an element to reflect any VAT that may be chargeable. These sums will be held in your name in our client account accruing interest for you.

Interest will be calculated and paid to you at the rate set by HSBC Plc. That of course may change from time to time. The period for which interest will be paid normally runs from the date(s) when funds are received by us until the date(s) on the cheque(s) issued to you. The payment of interest is subject to the amount of such interest

exceeding £20. A reasonable charge (not exceeding £50) may be made by us for acting as stakeholder, but that charge will be offset against any interest we receive.

From these sums, we shall be entitled to settle our invoices for fees, disbursements or costs after we have advised you of the fees, disbursements and costs in question. If it transpires that our invoiced amounts at the end of a matter are less than the sums that we are holding on account, we shall refund the balance to you. On occasions money may be left on your account at the end of a transaction, we will discuss how we return these to you upon completion of your matter. However, you may wish to consider donating small balances below £500 to our Charity of choice, Air Ambulance. If we do not hear from you within 60 days of our final contact and the sums remain unclaimed we will automatically donate the sum to our Charity of choice.

## **8. BILLING & PAYMENT**

It is normal practice to ask clients to pay interim bills, usually monthly, and sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. This helps clients in budgeting for costs as well as keeping them informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the progress of your matter may result. In the unlikely event of any bill or request for payment not being met, this firm reserves the right to stop acting for you further.

Payment is due within 7 days of the date of our invoice. Interest will be charged on a daily basis at 4% above the Bank of England base rate from the date payment of our invoice was due.

In the case of a purchase, payment of all outstanding sums due must be paid **and cleared** prior to completion and in the case of a sale on completion. If sufficient funds are already available on completion, and we have sent you our bill, we will deduct our charges and expenses from those funds before accounting to you for any balance.

The common law entitles us to retain any money, papers or other property belonging to you that properly come into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which the costs were incurred. This is known a "general lien". We are not entitled to sell property held under a lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.

In conducting litigation for you, we have additional rights in any property recovered or preserved by you whether it is in our possession or not and in respect of costs incurred, whether billed or unbilled. We also have a right to ask the court to make a charging order in our favour for any assessed costs.

**Cash payments in excess of £500 will not be accepted.** Monies due to you from us will be paid by cheque or bank transfer, but not in cash, and will not be made payable to a third party. We reserve the right to pass on any charges incurred for establishing the source of funds should you fail to adhere to this rule.

If any payment on account is not made or a bill is not settled in accordance with these terms, we reserve the right to decline to act further for you.

If you are not satisfied with the amount of our fees please contact us. Objections about the amount of our fee will be handled by way of our complaints procedure.

If you remain unhappy about the level of our fees, you may be able to make a complaint to the Legal Ombudsman or may be entitled to have the bill assessed by the Court in accordance with Part III of the Solicitors Act 1974. Your rights are set out more fully in Sections 70, 71 and 72 of the Solicitors Act 1974.

We do not accept payment by cryptocurrency or by proceeds of crypto assets.

## **9. DELEGATION OF WORK/OTHER PARTIES' CHARGES AND EXPENSES**

The individuals named in the engagement letter shall have primary responsibility for your work but may delegate appropriate parts of the work to our junior fee-earners acting under proper supervision. The individual with final responsibility for your work is the partner in charge of the department in which your work is being carried out.



If you instruct us in relation to issues that fall outside the range of work that is normally done by the named individuals in the engagement letter, we may refer you to other fee-earners within the firm who can assist you, subject to your agreement. Sometimes we ask other staff to do work on our files such as photocopying, typing and other work to ensure this is done promptly. If this work is outsourced we will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced in this way, please tell us as soon as possible. If we instruct counsel, we will do so on your behalf as your agent.

In some cases you may be entitled to payment of costs by some other person. It is important that you understand in such circumstances, the other person may not be required to pay all the charges and expenses which you incur with us. You have to pay our charges and expenses in the first place and any amounts recovered will be a contribution towards them. For example, in some courts our hourly rates may not be recovered in full from the losing party, nor will charges to you for letters and e-mails received be reimbursed fully. If the other party is in receipt of community legal service funding no costs are likely to be recovered. We confirm that we have already discussed with you whether any other form of funding may be available to you including pre-purchased insurance, public funding, or assistance from, for example, a trade union or employer. These Terms of business are offered on the basis that no other such funding is available or that you have chosen not to take it up.

If you are successful and a court orders another party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the court order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest.

You will also be responsible for paying our charges and expenses of seeking to recover any costs that the court orders the other party to pay to you.

A client who is unsuccessful in a court case may be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses. Arrangements can be made to take out insurance to cover liability for such legal expenses. Please discuss this with us if you are interested in this possibility.

## **10. RETENTION PERIODS AND STORAGE**

If you instruct us, all correspondence and notes on your matter will be stored for the following periods:

- Commercial Property & Corporate work will be stored electronically for 15 years.
- Conveyancing Sale files will be stored electronically for 7 years.
- Conveyancing Purchase files will be stored electronically for 15 years.
- Family, and Litigation work will be stored electronically for 15 years.
- Probate files will be stored electronically for 25 years.
- Instructions taken for the writing of your Will be stored for 25 years.
- We will not destroy any document such as Wills, Deeds and other securities that you ask us to hold in safe custody.

If we retrieve papers or documents from storage in relation to continuing or new instructions, we will not normally charge you. If however you request us to retrieve your file of papers from storage for the purpose of obtaining information previously provided or which involves us reading your file or copying documents from your file then a minimum charge of £30 plus VAT will be payable.

## **11. EMAIL & IT**

Unless otherwise agreed, we will use conventional (unencrypted) email to communicate with you and anyone else that is involved in any matter on which you instruct us. You acknowledge that conventional email may present security risks in certain circumstances and you shall be taken to have accepted those risks unless you tell us not to use that means of communication. If you would like us to use our encrypted client portal please notify us.

Please note that in order to protect the integrity and security of our IT systems, we may prohibit the receipt and opening of certain types of electronic files by our staff and you should note our internal IT procedures may also impose a delay on our ability to open and deal with certain types of electronic files.

Please note that we may record and monitor telephone, fax and email communications that are made to or from our offices and staff for the purposes of the Telecommunications (Lawful Business Practice) (Interceptions of Communications) Regulations 2000.

## **12. CONFLICTS OF INTEREST**

We are unable to act for you if there is a conflict of interest (except in the limited circumstances set out below). There is a conflict of interests if:

- We owe separate duties to act in the best interests of two or more clients in relation to the same or related matters, and those duties conflict, or there is a significant risk that those duties may conflict; or
- Our duty to act in the best interests of any client in relation to a matter conflicts, or there is a significant risk that it may conflict, with our own interests in relation to that or a related matter.
- For the purpose of exceptions a related matter will always include any other matter which involves the same asset or liability.

Exceptions to duty not to act:

We may act for two or more clients in relation to a matter in situations of conflict or possible conflict if:

- The different clients have a substantially common interest in relation to that matter or a particular aspect of it; and
- All the clients have given in writing their informed consent to us acting.

We may act for two or more clients in relation to a matter in situations of conflict or possible conflict if:

- The clients are competing for the same asset which, if attained by one client, will make that asset unattainable to the other client(s);
- There is no other conflict, or significant risk of conflict, between the interests of any of the clients in relation to that matter;
- The clients have confirmed in writing that they want our firm to act in the knowledge that our firm acts, or may act, for one or more other clients who are competing for the same asset;
- Unless the clients specifically agree, no individual acts for, or is responsible for the supervision of, more than one of those clients.

Where you are purchasing with the aid of a mortgage, and the lender does not have separate legal representation, then it should be noted that the lender is also our client.

## **13. PROFESSIONAL INDEMNITY INSURANCE & LIMITATION OF LIABILITY**

As solicitors we are permitted to put a reasonable limit on our liability to our clients provided that:

- The limit on our liability is not below the minimum level of our compulsory professional indemnity insurance cover; and
- We can only limit our liability to the extent that the law allows. In particular, we do not limit our liability for death or personal injury resulting from our negligence.

Our liability to you shall therefore be limited as follows:

- Irrespective of the legal grounds on which any claim against us is made, unless we expressly state a higher amount in the engagement letter accompanying these terms of business, our liability to you shall be limited to £3 million for all claims and losses resulting from one act error or omission or series of related acts, errors or omissions in one or more transactions.
- We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

- For the purposes of this clause, a claim against any one or more of our Directors, assistant solicitors and any other members of our staff (whether employees or not) shall be regarded as a single claim against us and our liability to you shall be limited accordingly.

Our professional indemnity insurance cover is underwritten by Law Select, whose registered place of business is at 140 Leadenhall Street, London EC3V 4QT UK. The territorial scope of our professional indemnity insurance is worldwide subject to limited indemnity in the jurisdictions of Canada and the United States of America.

#### **14. JOINT LIABILITY**

If you have a claim against us for any loss or damage for which someone else (including you) could also be liable, our liability to you in those circumstances shall be limited to a just and equitable proportion of the loss or damage in question after liability for it has been apportioned between everyone responsible and for the purposes of this clause:

- “Loss or damage” shall include all recoverable amounts, including legal costs; and
- The ability or otherwise of any person or entity to satisfy any legal claim for any reason including (but not limited to) death, bankruptcy, or insolvency shall be disregarded; and
- It shall be assumed that there are no agreements in force that exclude, limit or cap the liability of anyone else who might be liable to you.

We shall not be liable to you for any failure to provide our services caused by matters beyond our reasonable control.

#### **15. REGULATORY MATTERS**

We are not authorised by the Financial Conduct Authority. If, while we are acting for you, you need advice on investments or other regulated activities within the meaning of the Financial Services and Markets Act 2000, we may have to 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 your legal matter. 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.

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 such as defective title indemnity insurance in conveyancing matters and after-the-event insurance in litigation matters. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at [www.fca.gov.uk](http://www.fca.gov.uk). Please note that being on the Financial Services Register is not the same as being “FCA authorised”.

If we are requested to recommend an insurer, we will advise the client about the range of legal indemnity insurers we have checked before recommending a particular policy and, if it is not on a fair market analysis, we will explain the basis upon which the recommendation has been made and will check the suitability of any such policy. If we are requested to assist in the arranging of any insurance on behalf of a client, we will inform the client of all necessary information by means of a written ‘demand and needs statement’.

If you are unhappy with any investment or insurance advice you receive from us, you should raise your concerns with the Solicitors’ Regulation Authority. Please also see Clause 20 of these terms of business.

The firm has effected professional indemnity insurance cover which meets or exceeds the requirements of the SRA. In the event of any failure by the Firm to meet its liabilities, apart from such insurance, the Solicitors’ Compensation Fund is in place, from which grants may be given to those who have suffered loss by reason of the dishonesty of a solicitor or an employee in connection with a solicitor’s practice or in connection with a trust of which the solicitor is a trustee.

All UK law firms are subject to reporting, disclosure and other requirements imposed by the UK regulators or laws, such as concerns HM Revenue and Customs, money-laundering, the proceeds of crime and terrorist financing. These requirements can override our usual duty of confidentiality to you. In addition, these requirements may

oblige us to ask you to provide us with information that may be relevant for legal or regulatory purposes at any time. Any failure by you to provide any information of this sort shall entitle us to cancel this Contract on giving immediate written notice to you.

We are required by statute to make a disclosure to the National Crime Agency where we know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we are not able to tell you that a disclosure has been made and we may have to stop working on your matter for a period of time and may not be able to tell you why.

We are authorised and regulated by the Solicitors Regulation Authority (SRA) and comply with the SRA Standards and Regulations which can be accessed via the SRA website at <https://www.sra.org.uk/solicitors/standards-regulations/>.

## **16. EQUALITY & DIVERSITY**

The firm is committed to eliminating discrimination and promoting equality and diversity in its own policies, practices and procedures and in those areas in which it has influence. This applies to the firm's professional dealings with clients, staff, Directors, other solicitors, barristers, and third parties.

The firm intends to treat all clients equally and with same attention, courtesy and respect regardless of their race or racial group (including colour, nationality and ethnic or national origins), sex (including marital status, gender reassignment, pregnancy and paternity), sexual orientation (including civil partnership status), religion or belief, age or disability.

In developing and implementing its policy, the firm is committed to complying with Solicitors Regulation Authority Code of Conduct and with all current and any future anti-discrimination legislation and associated codes of practice including, but not limited to the Employment Rights Act 1996 and the Equality Act 2010 and any relevant regulations made pursuant to the Acts together with any amendments, re-enactments or updates thereto.

## **17. BRIBERY ACT 2010**

At Thomas Flavell & Sons we are committed to the prevention of bribery and corruption and take our compliance responsibilities very seriously. In accordance with legislation applicable to us, we have implemented appropriate policies, training and procedures across our network of offices to ensure compliance with the law.

## **18. REFERRALS AND COMMISSIONS**

If you have been referred to us by an introducer with whom we have a financial arrangement:

- We shall not disclose your information to that introducer unless you consent;
- We shall make clear the amounts involved in writing; and
- If we also act for the introducer in the same matter and a conflict of interest arises, we may have to cease acting for you

Any advice we give will be independent and you can raise questions on all aspects of the matter.

We are prevented by our professional Code of Conduct from making secret profit from our relationship with you. If any occasion arises where there is potential for us to earn commission, for instance if we introduce you to another legal practice to undertake work for you which we cannot do ourselves, we will establish a separate written agreement to deal with the acceptance and allocation of any commission arising.

We shall disclose all relevant details to you in our referral letter including the name of the referrer and the amount of any payment we make to that third party for referring you to us. Similarly, if we receive a financial benefit as a result of acting for you, we will tell you of the amount in our client referral letter which will be sent to you in addition to the client care letter.

## **19. TERMINATION**

You may immediately terminate the Contract in writing at any time if you wish us to stop acting for you. For contentious matters, if we are on the record at Court as acting for you in any proceedings, the consent of the Court may be required before we can be removed from the record and, to that extent, your right to terminate our retainer may be restricted.

We may also cancel the Contract:

- On giving you reasonable written notice; or
- If we believe there are circumstances that justify an immediate cessation of the work that we are doing for you; or
- In the circumstances provided for in these Terms & Conditions, if by continuing to act we would be in breach of the law or rules of professional conduct;
- if you act in an abusive or offensive manner

Circumstances that might justify our ceasing to act for you under the first two bullet points above would include a non-payment of any of our invoices, your failure to make any payment on account or to settle any disbursements or costs which we have requested, or your failure to give us the instructions that we might reasonably expect in relation to your matter(s), by becoming a designated person, or not complying with our Anti-Money Laundering procedures.

In the event that we cancel the Contract and cease acting for you, we shall be entitled to charge you a fee for all the time spent by us up to cancellation, and all the disbursements and costs we have incurred or may be liable for up to that point in time. If it is not possible to calculate our fee with reference to a quotation that we have given, our fee shall be calculated on the basis of our hourly rates.

Unless otherwise terminated, our retainer will end when our work on the matter is completed and our final statement of account is rendered.

## **20. CONFIDENTIALITY, DATA PROTECTION AND COPYRIGHT**

We are registered as a Data Controller with the Information Commissioners Office. We will use the information that you give us to provide you with legal services, as per your instructions. We will keep your information confidential and will only use it for the purpose(s) for which it was provided or as is permitted in law (i.e. for dealing with complaints or regulatory investigations).

### **How we use your data**

We are registered as a Data Controller with the Information Commissioners Office. We will use the information that you give us to provide you with legal services, as per your instructions. We will keep your information confidential and will only use it for the purpose(s) for which it was provided or as is permitted in law (i.e. for dealing with complaints or regulatory investigations).

- To provide you with legal services;
- To process any payments from you;
- To send you information regarding our products and services, including any products and services that we may supply in conjunction with anyone else, unless you ask us not to do so;
- For review and analysis in connection with the management of our business;
- For legal and regulatory compliance;
- For producing statistics and other information relating to our business, including statutory returns, providing this shall not identify you personally;
- To carry out credit checks, to detect, investigate and prevent fraud and trace debtors; and
- To help detect, prevent or deal with crime and unsavoury behaviour

### **Sharing information**

We may have to share some or all of your information with other third parties. This may include barristers, experts and other third parties who we need to instruct to assist us with your matter. We may also have to share information with the Legal Ombudsman (if you complain about our services) and the Solicitors Regulation Authority (the statutory body that regulates solicitors). In doing so we will always take care to ensure that your information remains confidential and safe. We will liaise with you during your case about which experts, barristers and other third parties we instruct on your behalf.

We may need to share some or all of your information with the Law Society and external auditors for the purposes of their assessment of whether we are adhering to the Conveyancing Quality Standard. Any examination will be strictly controlled and will be shared for the sole purpose of ensuring that our handling of your matter meets the requirements of the standard.

We may wish to contact you in the future about our other services. Please let us know if you are happy to receive that information. To inform us of your preference, you are invited to tick the relevant box in the notice provided within our client care letter and return it to us.

You have rights as a Data Subject under the General Data Protection Regulation as incorporated into the law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (and known as the UK GDPR) the EU General Data Protection Regulation (EU GDPR) and the Data Protection Act 2018.

Our Privacy Policy which is made available on our [website](#) will be provided on request. The policy contains important information on how and why we collect, process and store your personal data. It also explains your rights in relation to your personal data.

Your rights include the right to be informed what information we hold about you which is known as a data subject access request (although obviously it is likely that you will have provided us with such information as we hold). You also have the right of access and to request a copy of any information about you that we hold at any time. You also have a right of rectification and, in particular, to request that information is corrected if it is inaccurate.

There are also other rights available to you but these may be limited to a certain extent should you become a client as we may have overriding regulatory duties with respect to handling of your data for the purposes of providing services to you.

In particular, you may have a right of erasure (also known as the right to be forgotten). In certain circumstances, this allows you to request that we erase your personal data. This is not an absolute right however and, once you become a client of our firm, we will be required by our regulators and for legal purposes to retain some of your personal data and other information within casefiles (for retention periods, please see Section 10).

If you are concerned about our handling of your personal data, there are also other rights available to you: a right to restrict processing; a right to data portability; a right to object and to request we stop processing your personal data; and a right in relation to automated decision making and profiling.

Importantly, you also have rights to complain to the Information Commissioner's Office if you feel that your data is not being handled properly.

For information on how your information is used, how we maintain the security of our information, and/or to exercise any of your data rights as explained above, please contact us. Similarly, if you wish to make a complaint in relation to our handling of your data, such as any potential data breach, then please contact us at the earliest opportunity.

Further Information about your data rights and how to exercise them is set out in our Privacy Policy (see above about how to access that). Further details are also available by visiting the Information Commissioner's Office's website at: <https://ico.org.uk/your-data-matters/>.

Please mark your enquiry, request or complaint for the attention of Lindsey Connolly who is our Data Protection Officer and the person in this firm responsible for data protection. All enquiries and requests can be sent to them by telephone insert number, by emailing insert detail or in writing to insert address.

We retain the copyright and all other intellectual property rights in all documents provided by us to you. We grant you a non-exclusive licence to use such documents for the matter for which they are provided. Solicitors are



under a professional and legal obligation to keep the affairs of a client confidential. This obligation is however subject to a statutory exception:

- Legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National 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 disclosure.

If, while we are acting for you, it becomes necessary to make such a disclosure, we may not be able to inform you that it has been made or the reasons for it. We will not be liable for any loss, damage or delay arising out of the firm's compliance with any statutory or regulatory requirement.

## **21. COMPLAINTS**

We are committed to providing high quality legal advice and client care at all times. If you are unhappy about any aspect of the service or about your bill, please raise your concern in the first instance with the person responsible for the conduct of your matter. If that does not resolve the problem, or if you would prefer not to speak to person responsible for the conduct of your matter, please contact Lindsey Connolly, our Practice Manager, either by telephone 01455 610747, by post or by e-mail at [lindsey.connolly@thomasflavell.co.uk](mailto:lindsey.connolly@thomasflavell.co.uk). A copy of our Complaints Handling Procedure is available from any of our offices or website. If you are not happy with how we have handled your complaint, you can contact the Legal Ombudsman. Remember, you need to complain to us first. We have 8 weeks to resolve your complaint. If you're not happy with how we resolve things, you should bring your complaint to the Legal Ombudsman within 6 months of our final response. You will need to contact the Legal Ombudsman within 1 year of the issue you are complaining about or, if it was longer ago, within 1 year of you finding out about the issue. These time limits may be extended in certain circumstances. You can call the Legal Ombudsman on 0300 555 0333, BT NGT Lite 18001 0300 555 0333, check their website [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk) or write to them; Legal Ombudsman, PO Box 6167 Slough SL1 0EH.

Alternative complaints bodies (such as Small Claims Mediation: <http://www.small-claims-mediation.co.uk/>) exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme, however we do not currently agree to use such a scheme.

We aim to communicate with you by such method as you may reasonably request. We may need to virus check disks or e-mail. Unless you withdraw consent, we will communicate with others where appropriate by e-mail or fax but we cannot be responsible for the security of correspondence and documents sent by fax or e-mail.

If you think a solicitor might be dishonest or you have concerns about their ethics or integrity, you also have the right to notify our regulator, the Solicitors Regulation Authority (SRA). There are no time limits for making a report but there are limits on what the SRA will consider. Please note that the SRA is not able to deal with issues of poor service (complaints of this nature should instead be referred to the Legal Ombudsman). For further information about the SRA's role, please visit: <https://www.sra.org.uk/consumers/>.

## **22. LAND CONTAMINATION, PLANNING ADVICE AND OTHER PROPERTY DISCLAIMERS**

If you are acquiring a property, you need to be aware that as the owner/occupier of that property you may have to pay for decontamination of the land even if you were not responsible for the contaminating activity. We will not advise you about any issues relating to the possible contamination of any land which may be relevant to your purchase unless specifically requested to do so. Even then we are not qualified to interpret the contents of the data revealed by an environmental search. In the absence of advice from someone who is suitably qualified you proceed at your own risk.

We will not advise you on the planning implications on any property that you are acquiring unless specifically requested to do so, other than to report to you any relevant information disclosed by the result of the 'local search'. Please note that the 'local search' will only reveal planning information relating to the specific property searched against. At an extra cost, which we will pass on to you, we can if you ask us in writing arrange for more extensive enquiries to be made.

It is not our responsibility to carry out a physical inspection of any property, but if you wish us to do so please make a specific request. Any such inspection will involve you in additional costs which we will discuss and agree with you at the time.

We will not provide any advice on the valuation of the property, the suitability of your mortgage or any other financial arrangements you have made.

### **23. MORTGAGE FRAUD**

If 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.

### **24. ENFORCEMENT**

In the event that any of these terms and conditions is held to be invalid, the remainder of the terms and conditions will remain in full force and effect.

### **25. GOVERNING LAW**

These terms and conditions shall be governed by, and construed in accordance with, the law of England & Wales.

The Courts of England & Wales shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this agreement and any matter arising from it.

**IF YOU WISH TO HAVE THESE TERMS OF BUSINESS IN LARGER PRINT OR IF YOU HAVE ANY QUESTIONS ABOUT THEM, PLEASE TELEPHONE OUR OFFICES.**

**26. CANCELLATION FORM**

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(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT.)

**To: Thomas Flavell & Sons**

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish to cancel my/our (delete as appropriate) contract for the supply of legal services with reference \_\_\_\_\_.

Contract concluded on \_\_\_\_\_

Signed (*only if this form is notified on paper rather than by electronic delivery*):

Name:

Address:

Date: