

**TERMS OF BUSINESS**  
(Updated April 2023)

**Introduction**

This document together with any engagement letter provided to you at the commencement of a matter sets out the terms on which this Firm accepts instructions and charges for its services. If there is any conflict between these terms and the engagement letter, then the engagement letter will take precedence. Any reference in this document to the "firm" is a reference to Richard Griffiths & Co.

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.

**Our Services**

**Scope of our Services**

The scope of the services we have agreed to provide for you in any matter will be agreed between us and confirmed in our engagement letter. 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.

**Level of service**

We will regularly update you by telephone or in writing with progress on your matter, 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 this matter and any important changes in those estimates.

**Joint Instructions**

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.

**Provision of Information**

To assist us in carrying out the work as efficiently as possible, you will need to ensure that all information provided is to the best of your knowledge complete, accurate and up to date. 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.

## **Responsibility for work**

The name of the person who will carry out most of the work in this matter and, if different, the person with overall responsibility for your matter will be confirmed in our engagement letter. It may on occasion be necessary for other members of the firm to assist, including other solicitors, trainee solicitors, legal executives and paralegals. If another person starts to carry out significant work on this matter, we will notify you of this in writing.

## **Contacting us**

Our offices are located in Salisbury, New Milton, and Melksham. The normal hours of opening are between 09.00 and 17.00 on weekdays.

## **Regulation**

We are authorised and regulated by the Solicitors Regulation Authority (SRA). Our SRA number is 283127.

For further information on the role of the SRA and the rules and regulations that apply to our services, please visit [www.sra.org.uk](http://www.sra.org.uk).

## **Third Parties**

If it is necessary to engage other professionals on your behalf (such as counsel, overseas lawyers, accountants, expert witnesses, or costs draftsmen) whether in the UK or abroad we will do so as your agent. The firm cannot be responsible for any act or omission of such a professional unless otherwise agreed in writing.

## **Fees and Disbursements**

At the outset of a matter, we will agree the basis on which the firm will charge you and arrangements concerning its fees will be set out in the engagement letter.

Charges are calculated primarily by reference to the time spent by the solicitors and other staff in respect of any work they do on your behalf, i.e., meetings with you and perhaps others, reading and working on papers, correspondence etc. Time is charged in units of 6 minutes which will cover, for instance, a short routine letter or e-mail or a brief un-timed telephone conversation.

Some services are charged as a fixed fee or a conditional fee agreement (no win no fee) and this will be made clear in the client care letter.

The firm maintains a record of all of the work carried out on your behalf. Hourly rates are subject to revision yearly and may be revised at other times. You will be notified in writing of any changes to the firm's hourly rates.

Our current rates from time to time may not be appropriate in cases of exceptional complexity or urgency or where specialist knowledge is required. Where it becomes apparent that such circumstances exist, we will notify you of this.

All fees are quoted exclusive of VAT, which will be added where appropriate. Currently, the VAT rate is 20%.

## **Matter not concluded**

Unless otherwise agreed in writing, our fees are payable whether or not a matter is successfully concluded. If any matter does not proceed to completion for any reason during the period in which we are instructed, then we will be entitled to charge for work done on an hourly basis plus expenses as set out above but, at its absolute discretion, we may waive part or all of such entitlement to fees.

## **Estimate of Costs**

We will provide you at the outset of a matter with the best possible information on our costs and will update this information as the matter progresses. As you will appreciate however, a matter can often end up taking quite a different shape from that envisaged at the time when it starts, and the legal advisers are instructed. Accordingly, it can be difficult to come up with a clear estimate. However, as matters progress, we should be able to provide you with more detailed estimates of our likely costs and will keep this under review with you.

### **Limits**

Whilst it is often not possible to estimate charges in advance, it is open to you to notify us of any limit which you wish to impose on our charges after which further reference will be made to you. We will advise you when it appears that any costs estimates, or limits are close to being exceeded. Notwithstanding any estimates or costs limits however, the final bill will be a product of the amount of time our fee earners spend on the matter and our agreed fee rates; any estimates provided are neither intended to be a cap nor a target billing figure. Therefore, if significant further work is required in addition to that currently envisaged or if the timetable is extended significantly, our fees will be greater than our indicative estimates. Should it become apparent at any time during the course of the matter that significant further work will be required, we shall of course let you know.

### **Fixed Charges**

In property transactions, in the administration of estates and in transactions involving a substantial financial consideration or benefit to the client, fees may be calculated both by reference to the time spent and also by reference to a value element based on e.g., the price of the property; the amount of the mortgage advance; the size of the estate; or the value of the financial benefit. The value element reflects the importance of the transaction and the consequent responsibility falling on us as a firm. We will tell you in advance if a value element will be included, how it will be calculated and the amount to be charged.

### **Third party responsibility**

In certain circumstances, there may be an expectation that a third party (including an insurer) will pay your costs. We may at our discretion issue invoices to a third-party funder and accept payments from them but you will remain liable to us for all charges. In the event that the third party does not pay the sums due, you will be required to pay them.

### **Disbursements**

We may incur certain expenses on your behalf, (for example, such items as court fees, counsel's fees, search fees). You will have to pay those expenses or reimburse us for them in addition to our fees. VAT is payable on certain disbursements. Payment for disbursements must be made in advance of the disbursement being incurred.

### **Billing and Payment**

VAT at the rate applicable will be added to costs and expenses unless zero rating or an exemption applies.

### **Client account**

We operate a client account facility which allows for money to be held or transferred in relation to a matter we are working on. However, the facility is operated at our discretion and any unauthorised receipts will be held pending further investigation or returned to the sender. Therefore, we ask that you give us advance warning of any receipts.

Any client money we hold on your behalf in our client account or on deposit is afforded the protection under the Solicitors Act 1974.

Client monies will normally be held by us in a general client account with our primary banker, Lloyds Bank in the name of Richard Griffiths & Co – Client Account.

It is extremely unlikely that we could be held liable to you if any money held in our Client Account is lost due to any failure in the banking system including bank collapse. However, you may be entitled to make a claim against the Financial Services Compensation Scheme (FSCS) in the event of failure of the bank. The amount of compensation which the FSCS can pay out is limited to £85,000 (subject to some restrictions). We may be able to make a claim to FSCS on your behalf. If we do so, we will, subject to our obtaining your consent, give certain client information to FSCS to help them identify you and any amounts to which you are entitled.

### **Timing of bills**

We will normally send you a final bill for the settlement of our services at the end of the matter.

However, if the matter is ongoing, we may render interim bills at agreed intervals. Interim bills are presented on a frequent basis. These assists clients in budgeting for costs as well as keeping you informed of the legal expenses which are being incurred. If payment of interim bills is not met with prompt payment, delay in the progress of a matter may result and could result in the firm ceasing to act for you.

### **Settlement of bills**

Unless otherwise agreed in writing, our invoices are payable on delivery, regardless of whether or not the amounts concerned may ultimately have to be paid by another party. Bills are to be settled in full within 14 days of receipt.

In the event of any invoice not being paid on delivery we shall be entitled not to undertake any further work on your behalf until the invoice is paid in full. If the invoice remains outstanding for 28 days, we shall be then entitled to terminate the retainer and/or charge interest as specified below. In property or other asset purchases we usually ask you to provide us with cleared funds sufficient to pay all fees and other sums due to us prior to completion. Any funds provided by you and held in our Client Account will be held as a lien until any outstanding fees are paid by you.

In all work we are entitled to deliver invoices from time to time for all work carried out to the date specified in the bill. Such bills are 'statutory bills' which we are entitled to sue upon in default of payment. The interval between bills will in most circumstances be between one and three months. An invoice will be sent at the conclusion of all matters.

In some circumstances, particularly litigation matters, we may request a payment on account of our fees, expenses, and disbursements. If a payment is requested, we reserve the right not to act or continue acting for you until payment has been made. All payments on account will be held in our Client Account, pending delivery of an invoice. In litigation matters we may give you notice, usually not less than 28 days before any hearing, requiring the estimated total costs of that hearing to be paid to us 14 days before the hearing. If we receive less than 28 days' notification of the hearing, we may give you notice within 7 days of receiving the notification, requiring you to put us in funds for the estimated total costs of that hearing within 3 days or before the hearing if sooner. If the required payment is not paid, we may immediately cease acting for you on that matter and any other matters with which we are then acting. We will charge interest on any amount remaining overdue by 28 days or more. Failure to pay invoices in accordance with our terms of business is analogous to an unauthorised overdraft. Accordingly, the rate of interest we will charge on overdue amounts is 15% per annum with interest compounded on each quarter date. We may at our absolute discretion discount the interest rate in individual cases and such discount will only apply if you receive written notification thereof.

Payment of our charges may be made by cheque, BACS money transfer, banker's draft, credit or debit card (not American Express), but we cannot accept any payment in cash above £1,000 in respect of our fees or for any other purpose. If you object to any bill you are entitled to apply to the court for an assessment of the bill under Part III of the Solicitors Act 1974.

### **Interest on Unpaid Fees**

Interest will be charged for late payment at the higher rate of 4% above Bank of England rates per annum if any invoice remains unpaid for more than 14 days from its date of issue. It is the Client's responsibility to ensure that payment results in money being received by the firm and if any cheques

or other payment methods are not honoured by your bank, this will mean that your bill remains outstanding.

In relation to non-contentious costs, we are entitled to charge interest on unpaid bills at the rate payable on judgment debts from one month after delivery of the bill in accordance with Article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009. We reserve the right to charge interest on any outstanding amounts at the higher rate of 4% above Bank of England rates per annum.

### **Lien over papers and documents**

Following the conclusion of your matter, we are entitled to retain your file of papers and documents while there is money owing to us for fees.

### **Payments on Account of Fees/Disbursements/Interim Bills**

The firm may require a payment in advance in respect of its fees and disbursements. Such payments will be placed into a Clients' Account and will be credited against future bills.

Total fees may be greater than any advance payments.

We will confirm in writing (by letter or email) whenever we need to make a transfer of all or some of those sums to our business account to cover our fees for work that we have undertaken or alternatively send you a receipted account.

We may need to draw upon sums held for you in the client account to reimburse us for payments we have made on your behalf, for example, where we pay a court or search fee on your behalf using our own money. You will have been informed at the outset (or updated during your matter as necessary) of likely disbursements we will need to make on your behalf and some of the monies we ask you to pay on account will reflect those anticipated costs. Where it is appropriate to do so, we will deduct money from sums paid by you into our client account to reimburse us for those payments after they have been paid by us. We will not issue a bill each and every time that we make a transfer, but we will ensure that you are provided with information as and when appropriate (not least a final bill at the end of the matter) to ensure that you can reconcile the payments. All transfers will be done in accordance with our regulatory obligations (including those set out in Rule 5 of the SRA Accounts Rules). For more information, see: <https://www.sra.org.uk/solicitors/standards-regulations/accounts-rules/.Interest>

If we hold money on your behalf in our client account, in accordance with the SRA Accounts Rules, it is our policy that we will pay you a sum of money in lieu of interest on a fair and reasonable basis.

Client monies will normally be held by us in a general client account with our primary banker, Lloyd's bank.

A sum in lieu of interest will be payable on amounts held in our general client account on the following basis:

1. The period for which interest will be paid normally runs from the date the funds are received by us cleared in our account until, where paid electronically, the date when the funds are sent or, where paid by cheque, the date(s) on the cheque(s) issued to you
2. The rate of interest paid to clients will be in line with Lloyds bank's published interest rates on their instant access account when interest is due;
3. All sums that are paid to you will be paid as a gross amount;
4. We will not account to you for any sums in lieu of interest in the following situations:
  - a. On money held for the payment of a professional disbursement if the person to whom the money is owed has requested a delay in settlement
  - b. On money held for the Legal Aid Agency
  - c. On money on an advance to us to fund a payment on your behalf in excess of funds already held for you
  - d. Where the total amount of interest calculated over the course of the matter is £50 or less
  - e. Otherwise, where there is an agreement to contract out of the provisions of this policy.

If it is apparent that money held on your behalf will need to be retained for some time, then such money may need to be placed in a designated deposit account in which case all of the interest accruing while the funds are so invested will be paid to you when the account is closed or on intermittent basis as agreed with you.

It is fair to say that you are unlikely to receive as much interest on the funds we hold if you were to invest that money yourself.

### **Residual balances**

We will endeavour to pay out and return any unused client funds at the conclusion of a matter. However, if we discover a residual balance on an account and cannot locate the client the SRA have given us permission to donate small amounts (up to £500) to charity.

### **Papers Held by us**

At the end of the matter, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.

On completion of a matter and payment of all fees, the firm will return to you, at your request, any documents provided to it for the purposes of that matter and any other papers to which you are entitled. The firm will retain all other papers but cannot undertake to retain files for any specific period of time but will endeavour to keep all files for a minimum of six years, after which time it reserves the right to dispose of them. We also reserve our rights to destroy your files and papers (whether electronic or paper based) after such period, without prior notice to you, unless we receive a written request from you during this period. Such papers or files may be stored in an electronic form (with the original paper version being destroyed as soon as it is scanned and saved as an electronic file).

There may be documents such as deeds or wills which we have agreed to deposit for you in safe custody or documents that you have otherwise asked to be returned to you. We will not destroy any such documents. This service is currently free of charge. We do not always store clients' deeds and documents on our own premises but outsource our storage facilities to independent third parties.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs we will not normally charge for such retrieval but we reserve the right to make a charge if deemed reasonable. You may also have a right to be provided with a copy of personal data held by us as part of a legitimate subject access request (see the data protection section above). However, in all other cases, we may make a charge based upon time spent for producing stored papers or documents to you or another at your request. We may also charge for reading, corresponding, or other work necessary to comply with your instructions. If the firm is required for any reason (whether during the course of a matter or after it has terminated) compulsorily to disclose documents or to give information orally or in writing relating to a matter or your affairs pursuant to a court order, notice or demand served by an entity or person with the authority to compel such disclosure, then it shall comply. The firm will be entitled to be paid for the costs of such compliance by you at its hourly rates then in force. If any documents or information are subject to legal professional privilege the firm will let you know and advise you of the opportunity to waive privilege. If you decide not to waive privilege and this is challenged, the firm will be entitled to be paid by you for the costs incurred in preserving privilege on your behalf. If charges are made, they would be based on our hourly rate applicable at the given time and/or any reasonable postage charges, where applicable, but we would always discuss this with you beforehand.

Unless you tell the firm otherwise, any documents prepared by a third party for you on the firm's instructions in which you own the copyright or have a licence to use may be stored on the firm's database in any format for future reference by the firm's lawyers.

## **The Liability of Richard Griffiths & Co**

The instructions given by you to the firm create a contract for the provision of services between you and the firm. The firm owes you a duty to provide the services with reasonable care and skill. We will represent your interests, keep your business confidential and ensure that you understand the likely degree of financial risk which you will be taking on.

The firm is a partnership.

There is no contract between you and any individual partner, employee, or consultant of the firm. Any advice given to you, or any other work done for you, by a partner, employee or consultant of the firm is given or done by that person on behalf of the firm and not in his or her individual capacity and no such person assumes any personal responsibility to you for the advice or work.

You agree that if, as a matter of law, a duty of care would otherwise be owed to you by any partner, employee or consultant of the firm, such duty is hereby excluded and you agree that you will not bring any claim against any individual partner, employee or consultant of the firm for any matter arising in any way out of the provision of the services to you.

Accordingly, any claim that you wish to make can only be made against the firm and not against a partner, employee, or consultant of the firm.

You also agree that in the particular circumstances of the services to be provided to you, including in particular those described in any engagement letter sent to you at the commencement of a matter, the aggregate liability of the firm to you for losses for which it is liable at law shall not exceed the amount (if any) specified in the engagement letter. Any consequential or indirect loss (whether or not it might have been foreseeable at the commencement of the matter) is also excluded.

Where the firm is acting for more than one person, the limit of liability will have to be allocated among you. If this allocation is not expressly stated in the engagement letter, such allocation will be a matter entirely for you. If for whatever reason no such allocation is agreed by you, then you will not dispute the limit of liability on the grounds that no such allocation was agreed.

The liability of the firm to you shall also be limited to that proportion of the loss or damage (including interest and costs) suffered by you, which is ordered against it by a Court of competent jurisdiction after taking account of the contribution to the relevant loss and damage of any other person responsible and/or liable to you for such loss or damage.

For the purposes of assessing such contribution of any other person, no account shall be taken of any limit imposed on the amount of liability of such person by any agreement made before the loss or damage occurred.

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.

The limitations and exclusions on liability in this section shall have no application to any liability for death or personal injury caused by our negligence or for any other liability which cannot lawfully be excluded or limited. Please note that whilst many property transactions may have tax consequences we do not as a firm offer tax advice.

### **Reliance by third parties**

Advice rendered by us is provided for the purpose of the instructions to which it relates and for your benefit. It may not be used or relied on for any other purpose or by any person other than you without our prior agreement.

### **Liability in respect of other parties**

We will use all reasonable endeavours to ensure that all information provided by us is accurate, but we cannot account for the accuracy of information provided by or obtained from third parties. We

shall not be liable for any decision made or action taken by you, or others based upon reliance on or use of information or advice provided by or obtained from third parties.

Where we are asked to recommend the services of another advisor or service provider, we will do so in good faith, but without liability and without warranting the ability or standing of that person or firm. We will not be responsible for the quality of the services provided by that person or firm.

### **Other Parties Charges and Expenses**

In some cases, and transactions, a client may be entitled to payment of costs by another person. It is important that you understand that in such circumstances the other person may not be required to pay all of the charges and expenses which you incur with us. You have to pay our charges and expenses initially and any amounts which can be recovered will be a contribution towards them. If the other party is in receipt of public funding (Legal Aid) costs are unlikely to be recovered.

If you are successful and the Court orders another party to pay some or all of your costs 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 the 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 is to pay you.

If you are un-successful in a Court case, you 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. In certain types of cases, arrangements can be made to take out insurance cover for such liability for such expenses.

### **Termination of Instructions**

Once instructed, the firm will normally continue to act for you in the matter until its conclusion. If circumstances arise where it is appropriate for either the firm or you to terminate the arrangements you will be responsible for the firm's fees and disbursements up to the date of termination, and any fees and disbursements necessarily associated with it ceasing to act or the transfer of the work to another adviser of your choice. VAT or similar taxes will be payable on that amount.

#### **Termination by you**

If at any stage you do not wish us to continue to act for you, you must tell us clearly in writing, but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses (this is called a lien).

#### **Termination by us**

In some circumstances, we may consider that we ought to cease acting for you. We will only decline to act further for you where we have reasonable grounds to do so. Valid reason for our terminating our relationship with you and/or ceasing to provide services includes:

- failure by you to settle invoices in full on the due date or to make payments in advance when so requested
- failure by you to give clear and proper instructions on how we are to proceed
- if it is clear that you have lost confidence in how we are carrying out your instructions
- if by continuing to act we would be in breach of the law or rules of professional conduct, and/or
- you or an associated individual become a designated person under the UK sanctions legislation or there is an increased sanctions risk that cannot be managed to an acceptable level.

This is not an exhaustive list. If we do cease to act for you then we will confirm in writing the reasons why and give you reasonable notice.

#### **Confidentiality**

Information passed to the firm is kept confidential and will not be disclosed to third parties except as authorised by you or required by any statutory or regulatory obligations or the Solicitors'



professional body, the Solicitors Regulation Authority. If on your authority the firm is working in conjunction with other professional advisers, we will assume that it may disclose any relevant aspect of your affairs to them.

In particular, we are required, without your knowledge or consent, to report any awareness or suspicion of money laundering in relation to the proceeds of any crime. We can also be ordered by the Government Agencies to disclose information and answer questions about your private affairs, again without your knowledge and consent.

Our duty of confidentiality does not apply to a disclosure we make to our insurers pursuant to the terms of our professional indemnity insurance policy. In the event of a claim, complaint or the notification of a circumstance which may give rise to a loss or claim, we are obliged to make a notification to our insurers, and this may necessarily result in your file being disclosed to our brokers or insurers.

### **Email or Fax Communications**

Where you provide the firm with fax or computer network addresses to which material is to be sent, it shall assume, unless you tell us otherwise, that your arrangements are sufficiently secure and confidential to protect your interests.

It should be recognised that the internet is not secure and that there are risks if sensitive information is sent in this manner by you or you request the firm to use the same system. You will have to guide us as to what should or should not be sent over the internet.

The firm will use its reasonable endeavours to protect the integrity of computer systems by screening for viruses on emails sent or received and would expect you to do the same.

### **Privacy and Data Protection**

#### **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).

#### **Outsourcing of our services**

Sometimes we have outsourcing arrangements with external companies which cover a range of services including, but not limited to secretarial and administration support, credit control and teleconferencing facilities to ensure that our services are provided promptly and efficiently. Personal data and confidential information that we hold may be passed to these providers in order for them to undertake these services. In doing so we will always take care to ensure that your information remains confidential and safe. In particular, we have appropriate data protection and confidentiality agreements in place with each of the providers.

#### **Sharing information**

If you are a client under the legal aid scheme, then we may be contractually required to share some or all of that information with the Legal Aid Agency and / or with our quality assurance auditors.

Occasionally, we may need to share some or all of your information with our quality assurance auditors for the purposes of their assessment of whether we are adhering to quality standards. In particular, our files may need to be assessed for quality purposes by a Conveyancing Quality Scheme assessor and your file may be one of a sample which is to be assessed. 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 quality standard.

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 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 with your client care letter and return it to us.

## **Your Rights**

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) and the Data Protection Act 2018 and these include the right to be informed what information we hold about you which is known as a 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 to request a copy of any information about you that we hold at any time, and also to have that information corrected if it is inaccurate. You also have rights to complain to the Information Commissioner's Office if you feel that your data is not being handled properly. Further Information about your rights and how to exercise them is set out in our Privacy Policy which is made available on our website or will be provided on request.

For information on how your information is used, how we maintain the security of our information, and to exercise your rights to access information we hold on you, please contact us. Similarly, if you believe that the information, we hold is wrong or out of date, please let us know and we will update it. The person in this firm responsible for data protection is Emma Sherwin, Data Protection Office (DPO) and enquiries and requests can be sent to them by telephone 01722 329966 by emailing [clientcare@rg-law.co.uk](mailto:clientcare@rg-law.co.uk) or in writing to 86 Crane Street, Salisbury, Wiltshire, SP1 2QD.

## **How long will we hold your data?**

We will only hold your information for as long as necessary to provide you with legal services and then for only so long as we are required either contractually or under our regulatory obligations. This will generally be six years after the end of your matter. For some cases, for instance where you or a named party are currently under the age of eighteen, we may decide that we are required and/or it is proper and appropriate to keep your data for longer than this period, but we will notify you if we believe that your case falls into this category.

After the designated retention time, we will confidentially destroy all information that we hold about you (in accordance with the clauses below relating to storage and retrieval) other than your name, address, and date of birth which we will be obliged to continue to hold for the purposes of ensuring that we never act for another client where doing so would conflict with our obligations of confidentiality to you.

## **Proceeds of Crime Act 2002 / Money Laundering, Terrorist and Transfer of Funds (Information on the Payer) Regulations 2017 (MLR)**

Solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money. Like all firms of solicitors, we are now required by law (in particular the Money Laundering Regulations 2017 and other relevant legislation including the Proceeds of Crime Act 2002 and the Terrorism Act 2000) to apply procedures to guard against the risk of being involved in any way with the proceeds of crime.

## **Identification checks**

By law we need to obtain formal evidence of your identity, and, on occasion, the identity of people related to you. This is necessary even if we have acted for you before or even if you are known personally to a member of staff. We use a third-party company called Thirdfort to undertake the identification check on our behalf. Thirdfort provides a secure app-based solution that allows clients to remotely verify their identity, taking away the need for clients to bring in or send in ID documents.

Our charges for conducting these checks (including the fees incurred by us) will be recharged to you in our bill (please see our client care letter for confirmation of the amount that you will be charged).

We are required to retain records of the identification obtained. We may delay, decline, or cease to act for you if we have requested to see proof of your identity, but there has been an unreasonable delay in providing it.

If as a result of meeting our statutory obligations, or executing our internal procedures put in place to meet those obligations in good faith, we cause you loss, damage or delay, our liability to you will not exceed the minimum level of Professional Indemnity insurance cover as specified by the SRA's Standards and Regulations.

### **Cash**

We are normally able to accept cash only up to a limit of £1,000 in any 28-day period. If you 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.

### **Source of funds**

At the start of any matter, we will normally ask you to tell us the source of any funds you will be using. It is simplest for us if the source is an account in your name, in a UK Bank or Building Society. We do not accept funds drawn on or transferred from a bank outside of the UK without a full explanation as to the source of those funds. Funds transmitted from such a source could trigger our reporting obligations and result in those funds becoming frozen. We may also need to make searches of appropriate databases to obtain detailed information about the source of any funds or your financial circumstances and the sources of your income or wealth.

### **Destination of funds**

Where we are able to pay out to you, we will do so by cheque in your favour, or into an account in your name. Funds will not be paid in cash or to a third party.

### **Confidentiality**

We have always sought to keep our clients' affairs confidential. However, the Proceeds of Crime Act 2002 can **oblige us to report information** (any suspicion) about financial offences to the National Crime Agency (NCA). In particular, if it seems that any assets involved in your matter were derived from a crime, we may have to report this. This can include even small amounts of money, and covers all offences, including for example, tax evasion and benefit fraud, whether involving yourself or someone else. If we have to make a report, we will not be able to tell you that we have done so or seek your consent. A report may result in an investigation by the police, HM Revenue & Customs, or other Authorities. If we make a disclosure, we may also have to stop working on your matter for a period of time and may not be able to tell you why. If you are concerned about how this might affect you, please ask us to clarify.

### **Conflict Rules**

The firm may only act for different parties in the same or related transactions under clear rules issued by the Solicitors Regulation Authority. You will already have been checked against the firm's database, but you should raise any issues of concern immediately with the person with the conduct of your matter. If this situation arises during our dealings with you, we will discuss the position with you and determine the appropriate course of action.

### **Insurance Cover and Limitation on Liability**

The firm maintains professional indemnity insurance and unless otherwise agreed in writing, limits its liability for claims against the firm (currently to 5 million pounds).

Our insurers HDI Global Specialty SE – UK Branch and their contact details are as follows Global Professional & Financial Risks, A Division of Lockton Companies LLP. The St Botolph Building, 138 Houndsditch, London EC3A 7AG. The territorial coverage of our insurance is £5 million.

A full hard copy of our insurances are available to view at our offices. Please ask for details.

### **Limited Companies**

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 firm. 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.

### **Contracts (Rights of Third Parties) Act 1999**

For the purpose of Section 1(2) of the Contracts (Rights of Third Parties) Act 1999, it is agreed that no term of this agreement with you shall be enforceable by a third party, save that the partners, consultants, and employees of the firm may enforce the exclusions contained in the section above headed "The Liability of Richard Griffiths and Co".

### **Insurance Distribution and Activities**

The firm is not authorised by the Financial Conduct Authority (formerly the Financial Services Authority). However, we are included on the register maintained by the FCA so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is 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).

We only provide these services if they are an incidental part of the professional services which we have been engaged to provide. We do not generally sell or advise on insurance policies except those that are required in relation to our conveyancing and litigation practices. In conveyancing work, clients may encounter a problem that can be overcome by the taking out of a suitable insurance policy such as to protect against a defect in the title to a property. Similarly, in litigation, 'after the event' insurance may be obtained by us on behalf of a client to protect against the costs the client may incur when making a claim. Should we identify a problem that cannot readily be overcome without taking out such a policy, we will inform clients at the appropriate time.

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 we recommend a referral to a particular insurer, we shall do so in good faith, but we shall not be liable to you for any advice or assistance you may be given by them. Furthermore, you will not be afforded the regulatory protection of the SRA and shall not be entitled to the benefit of the SRA Compensation Fund in relation to those insurance services.

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman is the independent complaints-handling arm of the Law Society. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of those bodies.

### **Financial Services**

If during your transaction you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority, as we are not. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work, we are doing for you.

If we recommend a referral to a particular firm, agency, or business to provide you with investment advice, we shall do so in good faith, but we shall not be liable to you for any advice you may be given by them. Furthermore, if that firm, agency, or business is not another firm of solicitors you will not be afforded the regulatory protection of the SRA and shall not be entitled to the benefit of the SRA Compensation Fund.

### **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.

### **Referrals**

If your matter has been referred to us by a third party and/or we have a financial arrangement with that third party, then we shall disclose all relevant details to you in our engagement 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 engagement letter.

If the third party is paying us to provide services to you, we will inform you in our engagement letter of the amount the third party is paying us to provide services to you and, where applicable, the amount you are obliged to pay the third party.

Despite any financial relationship with a third party, we will provide you with independent advice and you are entitled to, and we hope that you will feel happy to raise questions with us about any aspect of your matter.

Any information you provide to us or any advice that we give you during your matter will not be shared with the third party unless you expressly agree.

However, please note that if we are acting both for you and the third party in this matter, we may have to stop acting for both of you if there is a conflict of interest.

### **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.

### **Applicable Law**

The relationship of this firm with you will be governed by English law and will be subject to the exclusive jurisdiction of the English Courts in relation to any claim, dispute or difference concerning this agreement and any matter arising from it.

### **Equality & Diversity**

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

### **Publicly Funded (Legally Aided) Client**

If the work that we are to carry out on your behalf is to be publicly funded, special rules apply in respect of which you will be advised separately. Sections above-entitled fees and disbursements, billing and payment, payments on account of fees, disbursements and interim bills are not applicable to you once you have received your Legal Aid Agency funding certificate. Those sections however will be applicable to you for any elements of work that we carry out for you which are not covered

by public funding. For instance, work carried out prior to the grant of your Legal Aid Agency Funding Certificate.

## **Client Care**

As a firm, we are committed to high quality legal advice and client care and we aim to offer all our clients an efficient and effective service but if a problem arises, you believe we have got something wrong, have concerns with the way we are dealing with you, or you are unhappy with an invoice you have received, we want to hear about it so that we can do our best to generate a positive solution.

In the first instance it may be helpful to contact the person who is working on your case to discuss your concerns and we will do our best to resolve any issues at this stage. If you would like to make a formal complaint, then please refer to our complaint's procedure below. Making a complaint will not affect how we handle your case.

## **Richard Griffiths & Co – Complaints Procedure**

If you have a complaint, please contact us with full details so that this may be investigated. We would like complaints to be in writing so that there is a clear record of the complaint either by letter addressed to Client Care at Richard Griffiths & Co, 86 Crane Street, Salisbury SP1 2QD or email to our Client Care Representative, Emma Sherwin, at [clientcare@rg-law.co.uk](mailto:clientcare@rg-law.co.uk).

If you cannot put your complaint in writing or wish to discuss your matter in the first instance before deciding if you want to follow the formal complaints procedure, please telephone our Client Care Representative Emma Sherwin on 01722 329966.

We have a procedure in place which details how we handle complaints. If you would like to see a copy of our complaint's procedure at any time, please let me know and I will arrange for a copy of our complaints procedure to be sent to you.

### Once your complaint is received what will happen next?

Step One: Your complaint will be registered in our central register.

Step Two: Our Client Care Representative will write to you acknowledging your complaint within 10 working days. In this letter, we will ensure a copy of our complaints handling procedure is provided and we shall confirm what happens next.

Step Three: Your complaint will be investigated by an examination of your file and by our Client Care Representative speaking to the person who is working on your case and where relevant, the head of the department.

Step Four: The Client Care Representative will brief the Complaints Partner, Richard Griffiths. Richard Griffiths will conduct any further investigation and should be in a position to write to you providing our conclusions no later than 21 days after the date of the letter of acknowledgement was sent. Alternatively, they may suggest that they hold a meeting with you to discuss your complaint in person and the ways in which any concerns can be best answered and resolved.

If the 21-day period cannot be met, a revised date will be given within that time frame together with an explanation as to why the response will take longer than usual.

Step Five: If you are satisfied with our response following the above steps, that will be the end of the matter.

However, if you are not satisfied with our conclusions then please let us know within 10 working days of the date on which we wrote to you with our conclusions. You should be clear in what ways you remain dissatisfied with what we have stated/suggested and what you consider to be an appropriate resolution. We will then review the matter considering your further representations and will notify you of the result of the review within 10 working days of the date on which you send to us your letter.

If we do not hear from you within 10 days of our reporting letter, we will consider the complaint resolved and there will be no further communication from us regarding the complaint.

## **Further or other rights of redress**

### Legal Ombudsman

Clients must always try complaining to us first. In most cases they will not be able to take their complaint further without allowing us the opportunity to respond to the complaint and resolve matters.

We are permitted eight weeks to consider the complaint. If for any reason, we are unable to resolve the problem between us within that timeframe or you remain unsatisfied following our final response then our clients are advised that they may ask the Legal Ombudsman to consider the complaint.

Clients are free to refer any complaint about our work, fees, or level of service but there are some conditions and time limits. Please be aware that any complaint to the Legal Ombudsman must be made within six months of the client having received a final written response from us about their complaint. The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern.

The Legal Ombudsman will not accept complaints where the act or date of awareness was before 6 October 2010.

For further information, please contact the Legal Ombudsman on 0300 555 0333 or visit: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk). The Legal Ombudsman may be contacted at PO Box 6806, Wolverhampton WV1 9WJ or email [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk).

### Solicitors Regulation Authority

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 contact the SRA or visit: <https://www.sra.org.uk/consumers/problems/report-solicitor.page#report>.

### Complaints about your bill

If the complaint is an objection to this Firm's level of fees, we will also notify you of your right to apply to the Court for an assessment of our fees under 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.

### Further Information

For further information about our complaints handling procedures, please do not hesitate to contact Emma Sherwin, Client Care Representative on 01722 329966 or by email [clientcare@rg-law.co.uk](mailto:clientcare@rg-law.co.uk) or by post to Client Care at 86 Crane Street, Salisbury, Wiltshire, SP1 2QD.

## **Fraud Warning**

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**

Our bank account details will be confirmed to you at the outset of the matter in our engagement letter. We do not intend to change our bank account details during the course of dealing with your matter so the account details we have confirmed will stay the same throughout the lifetime of your matter. Please note that we will not change our bank details during a transaction 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 receive an email purporting to be from Richard Griffiths & Co requesting your bank details, advising you that our bank details have changed in any way, or directing you to a website to check payments, or pay our invoices:

- a) Please do not reply to the email or act on any information contained in it.
- b) Please report the email to us without delay.

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 accept any responsibility for any losses if you transfer money into an incorrect account.**

Prior to transferring any funds to our account, we recommend you contact us to verify our account details. Wherever possible, you should contact the 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 should 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.

**Cancellation of your instructions: only applicable in circumstances of Off-Premises or Distance selling i.e if you have not been met face-to-face, or if we agreed a retainer away from our offices.**

### Right to cancel

This Notice has been provided to you because you have entered into a contract to which the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ('the Regulations') apply. Under the Regulations, you have the right to cancel this contract if you wish to do so within fourteen working days without giving any reason.

This Notice explains how to exercise this right. It also gives you other information that is required by the Regulations.

The cancellation period will expire after 14 days from the day of the conclusion of the contract - that is within 14 days of the date that you receive this notice.

In order to exercise your right to cancel the contract, you need to deliver or send to us a cancellation notice (that is, a written and clear statement that you wish to cancel the contract e.g. a letter sent by post, or email). The cancellation statement or notice should be delivered or sent to Emma Sherwin at 86 Crane Street, Salisbury, Wiltshire, SP1 2QD or at [clientcare@rg-law.co.uk](mailto:clientcare@rg-law.co.uk). Please use the cancellation form attached, but you do not have to do so.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Commencing work during the 14-day cancellation period



We cannot provide any services before the end of the cancellation period unless you have made an express request to that effect. This can be done by indication on the confirmation sheet attached to your Client Care, without this we will wait the 14days before commencing work.

Please note that if you do ask us to begin the performance of services during the cancellation period and then subsequently seek to cancel the contract, you will be liable to pay us an amount which is in proportion to what has been performed until the time that you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

#### Effects of cancellation

If you cancel this contract within the relevant period, this will end both your and our obligations under the contract.

There may be so potential difficulties in re-applying for legal aid for the same matter if the contract is terminated. We would suggest that you contact us immediately in order that we may discuss this with you in more detail or, if that is appropriate to seek the advice of another solicitor.

If you cancel this contract, we will reimburse to you all payments received from you.

We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

#### **Terms and Conditions of Business**

Unless otherwise agreed, these terms and conditions of business should apply to any future instructions given by you to this firm.

Your continuing instructions in this matter will amount to an acceptance of these terms and conditions of business and for the sake of completeness we would be grateful to you to please sign and return the copy of these terms and conditions to us.

As this is an important document, please keep your copy in a safe place for future reference.

We confirm that we have read and understood and accept these terms and conditions of business:

Signed .....

Signed .....

Print name .....

Print name .....

Dated .....

Dated .....

**PRIVACY NOTICE**

We may wish to contact you in the future about our other services. Please indicate if you are happy for us to do so?

Yes, I am happy for you to contact me about other services

No, I do not want you to contact me about other services

Please tick as appropriate.

If you change your mind at any point in the future, then please do not hesitate to let us know.

We may need to share some or all of your information with our quality assurance auditors for the purposes of their assessment of whether we are adhering to quality standards. Do you consent to us sharing that information?

Yes, I consent

No, I do not consent

Please tick as appropriate.

If you change your mind at any point in the future, then please do not hesitate to let us know.

Signed .....

Signed .....

Print name .....

Print name .....

Dated .....

Dated .....

## CANCELLATION FORM

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

To: .. Emma Sherwin  
Richard Griffiths & Co Solicitors  
86 Crane Street  
Salisbury  
Wiltshire  
SP1 2QD

Or email: [clientcare@rg-law.co.uk](mailto:clientcare@rg-law.co.uk)

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 (please insert the reference number).

Contract concluded on [insert date]

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

Name

Address

Date