kenneth elliott + rowe

solicitors

TERMS OF BUSINESS AND CLIENT INFORMATION

ESSENTIAL INFORMATION FOR ALL CLIENTS

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Introduction

Thank you for instructing this firm to handle your matter. The staff at kenneth elliott + rowe will do our best to see that everything proceeds as smoothly as possible.

As a matter of good practice and in accordance with the rules and guidelines published by the Solicitors Regulation Authority, we wish to record the standard terms of engagement on which work is undertaken by us for you.

Scope of Instructions

On receiving instructions we will, where practicable, write to you to record your instructions, and any substantial variations to our instructions.

Where instructions are received jointly (by two or more of you) we will accept instructions given by any one of you on behalf of all joint clients unless you inform us in writing that instructions should be sought from all of you before progressing or taking steps in a matter.

Person with conduct of your matter

See our covering letter for details of the solicitor or fee earner responsible for your matter. We will be happy to discuss any points which you may wish to raise either by letter, email, appointment or telephone.

£ Charges and Expenses

Please see covering letter for details of our charging method and any estimates or fixed costs.

Unless we agree otherwise in writing should the transaction fail to proceed to completion then my charges will be a sum as is reasonable having regard to the amount of work already completed together with VAT and any disbursements incurred.

You will be informed you if any unforeseen extra work becomes necessary - for example, due to unexpected difficulties or if your requirements or the circumstances change significantly during the matter. If this happens the lawyer dealing with your matter will attempt to agree an amended charge with you. If we cannot reach agreement, we will do no further work and charge you on a proportionate basis for work to date.

Save for any payments required on account, settlement of the bill and any expenses incurred on your behalf is due on or before completion. You authorise us to deduct our charges from the funds which we have available at completion, in priority to payment of any other expenses payable on your behalf. If you do not pay the bill, we will charge you interest on it at 10% per year on a daily basis from the date of the bill.

We will also account to you for any third party commission this firm receives where the amount exceeds £20 unless it has been agreed with you that we are to retain such commission. As is common practice in the legal sector, lawyers in this firm may be remunerated in a way which is related to bills paid over the year, and this would include your matter.

Fraud Prevention & Risks

It is a fact that transactions dealt with by solicitors are targeted by fraudsters. This is because

the value of the transactions are often high and/or large sums of money are changing hands.

There are two key areas where fraud has developed in recent years:

Firstly the fraudsters may send you emails or other forms of communication advising that our bank details have changed and ask you to pay funds into a new account. This account will be false.

We currently bank with National Westminster Bank plc 10 South Street Romford Essex RM1 1RD. Our client account details are - Sort Code: 60-18-01 Account Number: 14273292 Account Name: Kenneth Elliott + Rowe Client Account. This is the bank you should use for ALL payments e.g. by internet banking or via your bank either by CHAPS, BACS or Faster Payments (we do not accept cash by this method).

It is extremely unlikely that our bank details will change during your matter and you will never be asked by us to pay funds to a third party directly. If you receive any communication (e.g. an email, text or telephone call) indicating that our client account details have changed never send any funds to the new account without checking with us first in person or by telephone (ideally using a different telephone line if you have received a call or if you do not have access to another telephone leave at least one hour before using the same line as the fraudster may be silently holding on the line).

Remember - always check the email addresses of emails purportedly sent by this firm particularly ones relating to payment/funds transfer requests (e.g. check for different domain addresses, different spellings). Our emails will always be in this format [name or initials @ker.co.uk]. If you are in any doubt please check with us.

Secondly, a fraud may be perpetrated by someone pretending to be a seller of a property in a conveyancing matter. This could mean that the seller is not the true owner of the property and therefore you will not become the owner of the property and you may lose your deposit/purchase monies. It may surprise you to learn that even if a fraudulent seller has instructed a genuine firm of solicitors to act for him this will not protect you from this fraud and you may not be able to recover the purchase monies. This may the case even the firm say they have carried out identity checks upon him/her and the purchase price is paid to those solicitors. The law in this area is complex and although you may seek to sue the parties to the transaction and their professional advisers the outcome will be uncertain and risky.

Please note that we cannot provide you with any guarantee on the identity of any third parties e.g. the seller in a purchase transaction. This is a significant limitation on our professional liability and by instructing us you agree to waive any claim you have against us in relation such identity checks on third parties provided they instruct a firm of solicitors or licensed conveyancers to act for them in the matter. If it becomes apparent that significant fraud warning signs are present in your matter we will highlight these to you to see if you wish to proceed. It may be at that point we can investigate the possibility of fraud insurance being available (at additional cost).

Please note that this is not a finite list of fraud risks which may occur in your matter. Be aware that fraudsters are sophisticated and will constantly look for ways to defraud people. If you are in any way concerned about any aspect of your matter please speak to the solicitor dealing with your file.

Customer Care and Complaints

We will update you by telephone or in writing with progress on your matter regularly or on the conclusion of key events in your matter. We will also:

- ☐ communicate with you in plain language.
- ☐ explain to you the legal work required as your matter progresses.
- ☐ update you on the cost of your matter at least every six month (unless you are on a fixed cost matter)
- ☐ update you on whether the likely outcomes still justifies the likely costs and risks associated with your matter whenever there is a material change in circumstances.
- ☐ update you on the likely timescales for each stage of this matter and any important changes in those estimates.
- ☐ continue to review whether there are alternative methods by which your matter can be funded.

Both our responsibilities in relation to your particular matter will, where relevant, be set out in our covering letter but these will include:

Our responsibilities include:

- ☐ reviewing your matter regularly.
- ☐ advising you of any changes in the law.
- ☐ advising you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter.

Your responsibilities include:

- ☐ providing us with clear, timely and accurate instructions in writing.
- ☐ providing all documentation required to complete the transaction in a timely manner.
- ☐ in litigation matters safeguard any documents that are likely to be required for discovery.

This firm aims to offer all our clients an efficient and effective service however, should you have any concerns about our work, your bill of costs or any aspect of your matter which you cannot first resolve with the solicitor acting for you, you should contact, Chris Dixon, the senior partner who will deal with any queries or complaints which you feel are necessary to raise with him direct without any charge being made to you.

Our client care and complaint policy is published on our website http://www.ker.co.uk/about-us/policies.html or is available on request.

If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman to consider the complaint. Normally, you will need to bring a complaint to the Legal Ombudsman within twelve months of receiving a final written response from us about your complaint or within six years of the act or omission about which you are complaining occurring (or outside this period, if within three years of when you should reasonably have been aware of it). Please note that this option is not available to most business, large trusts or charity clients.

There may also be a right to object to your bill by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974. However if all or part of a bill remains unpaid the firm may be entitled to charge interest at the rate noted above.

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

🕒 Opening Hours

Our office hours are 9am-6pm Monday to Friday excluding Bank Holidays and where applicable extended Christmas shut down.

💻 Data Protection Act and Confidentiality

We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- ☐ updating and enhancing client records
- ☐ analysis to help us manage our practice
- ☐ statutory returns
- ☐ legal and regulatory compliance

Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you.

We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

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

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

@ Email and the Internet

We may use email as a convenient way of corresponding with you however you should be aware that our emails are not encrypted and due to the unsecured nature of the medium it may be possible for third parties to intercept and read the contents. If you would prefer no or limited contact by this method please advise us in writing.

We may also use various storage providers on the internet such as Google Drive or Dropbox to share large amounts of data or paperwork with you. Whilst these providers are password protected again the data is not encrypted and the same risks apply as they do to email. Again if you prefer us not to use these methods of sharing information please let us know.

We may also contact or update you by text message as your matter progresses. However please note you may not be able to reply by this method.

🗐 Retention of Papers

After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.

Generally we will store your file following completion of your matter in electronic format and securely destroy any original documents. If you do not want your file to be stored in this manner, please tell us as soon as possible.

If we store the files as a hard copy it is on the understanding that we can destroy the file 6 years after the date of the final bill (without retaining a copy).

We will not destroy documents you ask us to deposit in safe custody or you ask us to return to you.

If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However we may charge you both for:

- ☐ time spent producing stored papers that are requested
- ☐ reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers

ⓘ Limitations on our Liability

Our liability to you for a breach of your instructions shall be limited to £2,000,000. 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.

Please note that we do not provide you with any guarantee or warranty as to the identity or financial standing of any third parties (e.g. the seller in a purchase transaction) you may contract with. This is a significant limitation on our professional liability and by instructing us you agree to waive any claim you have against us in relation such identity checks on third parties provided they instruct a firm of solicitors or licensed conveyancers to act for them in the matter.

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

Please note that we do not (unless we specifically confirm this to you in writing) provide tax or other accountancy advice in relation to your matter.

We hold all client funds in accordance with the Solicitors Accounts Rules but do not accept liability for any client funds held by us which are lost or delayed by reason of the default of the fund holding bank or banks.

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

✕ Termination

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

We may decide to stop acting for you only with good reason, eg if there is a conflict of interest. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we should stop acting for you, you will pay our charges up until that point and all expenses. These are calculated on by proportion of the agreed fee or on an hourly basis depending on the nature of our charging method.

🖃 Distance Selling Regulations

Where we have not met with you, the Consumer Contracts Regulations 2013 may apply. This means you have the right to cancel your instructions to us within fourteen days of receiving our covering letter without giving any reason.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory. 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.

Effects of cancellation if you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

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.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract. This may include the full payment of any disbursements or third party charges incurred by us upon your instruction.

💰 Anti-Money Laundering Regulations

This firm is now required by anti-money laundering legislation and by our professional rules to take positive steps to verify the identity of all clients, whether new or existing and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money.

To comply with the law, we enclose an identity questionnaire for you to complete. If this transaction is proceeding in the name of more than one person each client will need to complete a separate form.

As you will see, each individual is required to provide:

- ☐ An original passport or driving licence; and
- ☐ One of the following: original utility bill (i.e. gas, water or electricity), current council tax bill, bank or credit card statement or correspondence from the Inland Revenue which must be not more than three months old and must show the your name and residential address.

If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity.

If you are acting on behalf of another person, for example under a Power of Attorney, we will need identification from both you and the donor together with the original Power of Attorney. If the donor does not have the identification because for example they are in a residential care home we may accept other evidence such as their pension book and a letter from the manager

of the care home confirming their residence.

If the transaction is proceeding in the name of a company, we will need a Director or the majority shareholder to provide the identification documents referred to below but we will also need from the company:

- ☐ A copy of the certificate of incorporation.
- ☐ A copy of the memorandum and articles of association.
- ☐ The names and addresses of all shareholders who hold or control more than 25% of the shares or voting rights or who otherwise exercises control over the management of the company.

If the transaction is proceeding in the name of a partnership, we will need a partner (or designated member if an LLP) to provide the identification documents but we will also need:

- ☐ A copy of the certificate of incorporation (if an LLP).
- ☐ A copy of the Partnership Deed or LLP Deed (if any).
- ☐ The names and addresses of all partners who control more than 25% of the capital or profits or more than 25% of the voting rights or who exercises control over the management of the partnership.

If the transaction is proceeding in the name of a trust, we will need the trustees to provide the identification documents referred to below, but we will also need:

- ☐ A copy of the Trust Deed.
- ☐ The names and addresses of all the beneficiaries who have a vested interest in at least 25% of the capital of the trust or, if none, the class of persons in whose main interest the trust is set up or operates and any individual who controls the trust.

Please note that this firm also reserves the right to carry out credit, company or other searches against you to further comply with our obligations. By instructing this firm you are authorising us to carry out such checks without further reference to you.

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

Returning the Identification Questionnaire

We must receive the completed questionnaire and the related original documents. If you are able to drop the original identification documents into the office we will normally be able to arrange for someone to take a certified copy of the same while you wait and return the originals to you immediately.

Any original documents, such as passports, that are sent by post should be forwarded by recorded or special delivery. They will be returned to you promptly but please let us know if they are required urgently for any reason e.g. travel.

If you are not able to provide the original documentation immediately e.g. due to travel requirements please contact the fee earner dealing with you matter to see if identification can be provided in an alternative format or later in the transaction.

Please note we are also likely to carry out additional electronic identification checks upon you to comply with our Money Laundering Regulations e.g. to check specific sanction lists. By instructing us you accept that such checks may take place and stored on your file as part of our regulatory requirements.

🏛 Financial Compliance

Unless agreed with us previously this firm will only accept funds drawn against a UK bank or building society account in your name. Our practice's policy is not to accept cash from clients.

If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.

In any event until we have all the identity information requested, we will be unable to effect any financial transfers in connection with this matter. This means that any funds received by this firm will be frozen until compliance is completed. Please note that this firm cannot accept liability for any loss or delay occasioned by any failure by you to provide us with the information and documents requested or by any delay on your part in doing so.

You should remember that if a third party makes a payment on your behalf, for example, if you provide me with a cheque drawn against an account in the name of your partner or other relation, we will also need to make checks on that person before the matter can proceed. If you think this is likely to happen during your transaction please arrange for them to complete an identity form also.

Where we have to pay money to you, it will be paid by cheque or bank transfer to your account. It will not be paid in cash or to a third party.

Thank you for your co-operation in helping us to meet our obligations

? Balance Transfers

We often find that after a matter completes we are holding monies on your behalf. These arise from a variety of reasons such as the need to estimate expenditure where we do not spend as much of your money as we thought or where we credit interest to you etc

We do not wish to hold these small balances once we have established that there is no need for us to do so and will wish to remit them to your nominated bank account. We find from experience that the administration of making small payments by cheque (some of which are never presented) gives us accounting difficulties and for this reason we require that you nominate a bank account into which we may transfer any funds we hold on your behalf and wish to credit to you.

For this reason we have asked you to complete a bank account and sort code to which these funds may be transferred on the identification questionnaire.

☑ Financial Services

We are not authorised by the Financial Services Authority. If, while we are acting for you, you

need advice on investments, 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 the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.

The Solicitors Regulations Authority is the independent regulatory arm of the Law Society. The Legal Complaints Service 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.

% Client Account Interest

We have a written policy on payment of interest on money we hold for you which seeks to provide a fair outcome. A copy is on our website http://www.ker.co.uk/about-us/policies.html or is available on request. The following are the main points to bear in mind:

- ☐ Monies we hold on account of transactions and our costs and expenses in our general client account or separate designated deposit account will rarely attract as good a rate of interest for you as you could arrange for yourself;
- ☐ No interest will be paid if the amount calculated on the balance of your monies is less than £50. Each of your matters will be treated separately. We will not generally combine your balances when calculating interest.

For this reason we recommend that you minimise any potential loss of interest by retaining sums, such as deposits paid on a transaction, in your own bank or building society until required rather than sending the funds to us in anticipation of a matter proceeding. Most payments can be made between banks quickly and cheaply (often instantly and for free).

🏦 Client Account Deposits – Savers Protection Scheme

The firm currently maintains its clients' funds with National Westminster Bank plc (NatWest) and Santander UK plc and your funds will unless otherwise notified be held by those banks.

This may be of importance to you because the savers protection scheme limit of £75,000 (Financial Services Compensation Scheme (FSCS)) applies to the aggregate of the funds held for you by those banks. You may for example have £65,000 with RBS and we may hold say £25,000 for you in the same bank. If this were to be the situation and RBS failed, your aggregate holding of £90,000 would be protected only as to £75,000.

The protection scheme may also apply to some corporate clients who satisfy the 'small companies' test in Sections 382 - 384 of the Companies Act 2006. If your company is not considered a 'small company' by FSCS, then you will not be eligible for compensation.

As some banks have a number of brands, trading styles and trading schemes it is advisable to check with them, the FSA or your financial adviser that they are not part of the bank groups referred to above.

By instructing us you agree that we may disclose details of your deposit with us to the FSCS so that we may notify your claim in the event of a failure.

You should be aware that it is highly unlikely that we would be liable to you for losses incurred by a failure of the banks at which we hold your funds so long as those banks have the appropriate authorisations.

This is an important document which we would urge you to keep in a safe place for future reference.



kenneth elliott + rowe solicitors

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18 EASTERN ROAD
ROMFORD
ESSEX
RM1 3PJ
Phone (01708) 757575
Fax (01708) 766674
DX4602 Romford
www.ker.co.uk

Cancellation form

You have the right to cancel this contract if you wish and can do so by delivering, sending (including electronic mail), fax, a cancellation notice to the person mentioned below at any time within fourteen days starting with the day of receipt of this notice. You may use this cancellation form, but it is not obligatory.

To:
kenneth elliott + rowe
18 Eastern Road,
Romford,
Essex,
RM1 3PJ

Email: law@ker.co.uk

Fax: 01708 766674

I/We hereby give notice that I/We cancel my/our contract of sale for the supply of the following service: Legal Services

Your Name(s):

Your Address:

Date:
Signature(s) *(only if this form is notified on paper),*