

DC Law - Terms of Business

Client:		Advisor:	
Matter:		Matter No:	

A. Our Aim

We aim to offer our clients quality legal advice with personal service at a fair cost. These Terms set out the formal legal relationship between you and us and the basis on which we will carry out work for you. These Terms should be read together with our Client Care letter, which has been sent to you with these Terms.

B. Our Commitment to You

We will:

- Tell you the name and status of the person or people who will be dealing with your work.
- Keep your business confidential (except if we are legally required to disclose information or you agree that we can share information).
- Explain to you the legal work which may be required and the prospects of a successful outcome.
- Give you information about the likely cost and any financial risk that you will be taking on and update you if this changes.
- Keep you regularly informed of progress or of when you are next likely to hear from us.
- Use clear and plain language when writing to you.
- Deal with any questions you have promptly.
- Advise you on tax matters **if** you specifically ask us to do so.
- Treat you fairly.
- Not discriminate against you, or anyone, for reasons such as age, race, sex, sexual orientation, gender identity or disability.

C. Your Responsibilities (and how you can help us).

We request that you:

- Bring all relevant papers or information with you when you see us. If you are not sure if something is relevant, bring what you think might help us.
- Tell us if you have any special needs or requests.
- Tell us at the start of your case what you want to achieve, so we can properly advise you and tell us if your aims or expectations change during your case.
- Tell us as soon as possible if you have any time limits, deadlines or other specific needs about the timescale to deal with your matter.
- Ask us to explain more clearly if, at any time, you don't understand or don't fully understand the information or advice we give you or if you are not sure what we are asking you to do.
- Respond promptly to letters, e-mails and phone calls and let us have documents and information promptly when we ask for them.
- Tell us if your name, address, e-mail address or telephone number changes or if you will be away on holiday for an extended period or if your circumstances change in a way that may affect the way we deal with your case.
- Tell us straight away if you are unhappy about the work we are doing or the way we are dealing with your case, so that we can deal with any issues at once.
- Make any payments requested promptly.
- Use our reference on any letters or e-mails you send us. If you leave a voicemail, please include your name and contact number.

D. Hours of Business

Our offices are open from 9.00 a.m. to 5.00 p.m. Monday to Friday.

The offices are closed on Bank Holidays and may be closed for additional periods (for example over the Christmas period). Details of any seasonal closure will be given on our website.

You can leave messages on the office voicemail or on the individual voicemail of the person dealing with your case at any time when the office is closed.

E-mails and messages sent via the 'contact us' page on our website can be sent at any time. However, messages left when the office is closed will normally only be accessed during normal opening hours.

Out of hours appointments may be available by arrangement with the person dealing with your case.

E. People Responsible for Your Work

The name of the individual advisor dealing with your case is set out at paragraph 1.1. of your Client Care letter. Their secretary's details are provided at paragraph 1.2. and details of their supervisor at paragraph 1.1.

We will try to avoid any change to the person dealing with your case. However, your matter may be dealt with by another advisor if your advisor is away from the office (for example, on holiday or due to ill health) or in the event that the person dealing with your file leaves the firm. If there is a change, we will tell you as soon as possible about the change and the reason for it. If you become unhappy with the person who is dealing with your case, it may be possible for the file to be transferred to another individual in the same department, if you request this.

F. Charges and Expenses

F.1 Our Charges

Our charges will be calculated mainly by reference to the time actually spent by the solicitors and other staff working on your file. This includes time spent in meetings with you, speaking with you by telephone, meetings or telephone conversations with other people in connection with your case, reading and working on papers, dealing with correspondence (including e-mails), preparation of any detailed costs calculations, time spent travelling away from the office and any time spent in court or in meetings with third parties (including travel and waiting time in connection with hearings or meetings).

From time to time, we may arrange for some of this work to be carried out by a person who is not directly employed by this firm. Where this is necessary, we will tell you at the earliest opportunity and inform you of the likely costs involved.

The time we spend working on your file is measured in units of 6 minutes and the actual time spent will be rounded up or down to the nearest unit. Routine letters and e-mails sent by us are each charged at 1/10th of the hourly rate and routine letters and e-mails received at 1/20th of the hourly rate. Where a letter or e-mail is lengthy or complex, we will charge based on the actual amount of time spent in dealing with the correspondence.

Time spent on making and taking telephone calls is charged in 6-minute units and, as with personal meetings, is rounded up or down to the nearest unit.

Please note that the rates apply to **all** work done in relation to your file, including any reminders sent, or other work carried out, in relation to unpaid or overdue bills.

The current hourly rates for work carried out by this department are:

- Partners and Consultants £
- Senior Solicitors £
- Solicitors £
- Executives £
- Admin / Accounts Staff £

We review our hourly rates periodically, generally once a year. If the hourly rates change during the time your file is open, we will tell you the new rates and the date from which they will apply. The new rates will apply to all work we do on your matter from the date the rates change (or from the date we tell you of the change, if that is later). We will not tell you of changes the government makes to the rate of VAT.

Value Element In addition to the time spent, in some cases, we may also charge a 'value element'. This is an additional amount payable as a percentage of costs to take into account factors such as any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken or any particular specialist expertise which the case may demand. In particular, in property transactions, the administration of estates or in matters involving a substantial financial value or benefit to a client, a charge reflecting, for example, the price of the property, the size of the estate, or the value of the financial benefit may be considered.

If your case is one where a value element will be charged, we will explain this to you, including details of how the value element will be worked out.

Fixed Fee If your case is one where we have agreed to charge a fixed fee, we will set out in the Client Care letter what the fee will be, what is included and under what circumstances the fee may change. Please note that on all matters where we agree a fixed fee, we allow for a reasonable level of correspondence (letters, e-mails and phone calls) but if the amount of correspondence is significantly higher, then this may trigger a review of the charges to cover the costs of dealing with high volumes of correspondence.

F.2. Disbursements and Other Charges

It is common for solicitors to make payments on behalf of their clients (for example, paying Stamp Duty to HMRC when a house is bought, paying Court Fees, Search Fees, Experts Costs etc.) Such charges are known as 'disbursements'.

We will normally only pay disbursements if you have already paid the money to us to cover the disbursement and will usually ask you for money on account for this purpose. If you do not pay us when we ask you for money on account for disbursements, this may delay your case. We will not be responsible for any loss or delay you suffer as a result of not providing us with money on account when we ask for it.

Upon receipt of the requested identity documents, these have to be verified using a secure online checker service. A charge is therefore made to verify the identity of each client/corporate entity who instructs us to act for them.

If, for any reason, this matter does not proceed to completion, we will be entitled to charge you for work done and expenses incurred. If we have agreed to carry out work for you for a set fee and the work is not completed, we will charge you either the agreed fixed fee or the amount of our charges, based on our normal hourly rate, whichever is lower.

Any money due to you will be sent to you by transfer to your bank account by BACS payment. A BACS payment may take around 3 days before the money reaches your account. You will need to provide us with your bank details by way of a copy bank statement, cheque or a signed letter confirming your details.

If you ask us to send money within the UK by same day telephonic transfer ("TT") we will charge you £35 + VAT. This is made up of a bank charge of £11 and our Admin fee of £24.

Additional charges will normally be payable for payments sent overseas.

If money is to be sent to a beneficiary under an estate, any TT will be billed to the estate but payable by the beneficiary. In conveyancing transactions, money sent to a lender to clear a mortgage or to a seller's solicitor to buy a property, will normally be sent by TT and you will be responsible for the charges.

FDC Law's VAT number is: 137921067.

F.3. Interest Payments

Any money we receive on your behalf will be held in our Client Account. This will include any money you have paid to us on account of costs or disbursements.

In accordance with the Solicitor's Accounts Rules which require a fair sum of interest to be paid interest will be paid at the HSBC Instant Access Premier Savings Account rate applicable from time to time. No interest will be payable if:

- The amount of money we are holding is held for 14 days or less or
- The amount of interest payable is less than £50

This rate of interest may be different from the rate our bank pays to us.

Money held will not start to earn interest until we are holding cleared funds and will be calculated up to the date on which we issue payment. (i.e. the date on which we write a cheque, set up a BACS payment or other transfer). All interest is paid gross of tax.

If you are buying a property with the help of a mortgage, it is normal practice to arrange for the lender to send us the mortgage advance the day before the purchase is due to complete, to ensure that the funds are available

to complete. Your lender will normally charge you interest starting on the day the money is sent to us to complete. Your lender will normally charge you interest starting on the day the money is sent to us. In the event that the lender is sending mortgage funds to us by cheque we will ask them to send the cheque so that we receive it not less than 4 days before completion, to allow the cheque time to clear. Your lender will normally charge you interest from the date on which they write the cheque.

F.4. Invoices and Payment Arrangements

We will send bills to you at regular intervals for the work we carry out (with the exception of cases covered by a Conditional Fee Agreement). We will also send you a bill if, at any time during your case, you ask us to do so (with the exception of cases covered by a Conditional Fee Agreement).

We will also normally ask you to make a payment on account (an up-front payment), at the start of the case towards your costs and may ask for further payments on account as the case progresses.

All bills must be paid in full within 28 days of the date the bill is issued. If you do not pay a bill, then we will normally stop all work on your file until the bill has been cleared and will also bill you for all work up to the date on which we stop work. We will normally require you to clear the outstanding bills, in full, before we can re-start work for you and may also require you to make a payment of money on account, for future costs, before we restart work.

If all, or part, of the bill remains unpaid for more than 28 days from the date of the bill, we will charge interest on any unpaid amounts at the following rates:

1. For all commercial matters with individuals, companies or other commercial entity or public sector organisations, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, interest will be charged at the current interest rate of 8% above the Bank of England base rate from the date the bill becomes overdue. In addition, you will have to pay debt collection compensation costs, as laid down under the Act, which vary according to the amount outstanding.
2. For all other matters, interest will be charged at the prevailing rate for interest on Judgment Debts (currently 8% per year).

In all cases, you will be charged all costs incurred in recovering the debt from you, including charges at our normal hourly rates (as set out in paragraph F.1) for all work done to pursue the debt including, but not limited to, reminders sent to you, preparation work done with a view to issuing court proceedings to recover the debt (whether or not such proceedings are issued) and any other time spent to recover the debt.

F.5 How to Pay

We can accept payment in the following ways:

- **By Cheque:** cheques should be made payable to 'FDC Law' and you should write our reference and, where applicable, the bill number, on the back of the cheque.
- **By Card:** payments of up to £2,000 may be made by card payment and only in settlement of a bill or in respect of disbursements. Card payments can be made in person at our Midsomer Norton office or by calling our Cashier's office on 01761 417575. You will need to have your bill to hand and quote our reference and bill number.
- **By Bank Transfer:** money may be transferred to our Client Account:

You **must** include our reference when making a payment by bank transfer as without this we will not be able to identify that the payment is from you.

- **In Cash:** payments of up to £500 may be made in cash. Please note we can only accept larger sums in cash in exceptional circumstances, by prior agreement and, in such cases, we will normally require evidence of the source of the funds. **If you seek to get around this policy by depositing cash directly with our bank, we reserve the right to charge you for any extra checks we consider are necessary to check the source of the money.**

All cash payments **must** be made in person during office hours, to enable the payment to be counted in your presence and a receipt provided.

Should you fail to comply with this requirement, for example, by sending cash in the post or dropping it through the door (whether or not it is in a sealed envelope), this is entirely at your own risk, and we accept no liability for any loss or shortfall.

- **Payment by someone who is not our client:** If someone else is making a payment on your behalf (for example, if your spouse, partner or other family member is paying for you), please note that we may need to see proof of that person's ID at the time they make the payment.

F.6 Questioning a Bill

You are entitled to complain about a bill if you think it is incorrect or inappropriate (in accordance with the Solicitors Regulation Authority Code of Conduct 2019). You may also have the right to object to the bill by making a complaint to the Legal Ombudsman (see Complaints Section for contact details) and/or by applying to the Court for assessment of the bill under Part III of the Solicitors Act 1974. In the first instance, any query or complaint regarding a bill should be raised with the advisor dealing with your case or with their supervisor.

F.7 Different types of Work – When and how you will be sent a bill

Property transactions: We will normally send you our bill following the exchange of contracts. When you are buying a property, payment must be made before the purchase is completed. When selling, payment must be made on completion. In most cases, and provided that sufficient funds are available, we will deduct our fees and disbursements from the proceeds of sale before forwarding these to you.

Administration of estates: We will normally send you interim bills during the administration. The final bill will normally be prepared when the Estate Accounts are ready for approval.

Family Cases: We will send you interim bills throughout the case, usually once every 4 to 6 weeks. Bills may be sent less frequently where only a small amount of work has been done since the previous bill.

All cases or transactions. If you do not pay a bill, or if you fail to make a payment on account when asked to do so, whether it relates to our own costs or to disbursements, we can choose to stop working for you, either temporarily (until the requested payment has been made) or permanently. In those circumstances, we may also require you to make a further payment on account before re-starting work, to cover further work to be done.

G. Other Parties' Charges & Expenses

In some cases, you may be entitled to payment of your costs from another person. This is most common in litigation cases. It is important to understand that, even in such cases, the other person may not be required to pay the whole of your costs. You will always be responsible to us to pay our charges in full. If another person is required to pay your costs (or a part of them), then any money we receive from them will be deducted from the amount you owe us or, if you have already paid us, will be forwarded to you.

If a court orders another party to pay some or all of your charges and expenses, you may also be entitled to interest on the money, from the date of or provided for in the court order. If you have already paid our costs in full, then any such interest will be paid to you. If any part of our costs is unpaid, then we will be entitled to keep the interest paid by the other party.

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

If you are unsuccessful 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 litigation cases, 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.

H. Storage of Paper & Documents

H.1 Lien

Once your case is finished, or if we stop working for you for any reason, we are entitled to keep all your papers and documents until you have paid our bills in full.

H.2 Storage & Storage Costs

When we close your file, we will normally return to you any original documents you have given us.

We will keep your file in storage for a maximum of 15 years from the date we finish work on your file. Storage may be physical or electronic. We may choose to retain files for longer but do so at our absolute discretion. We will normally destroy files automatically at the end of the retention period and will not normally contact you before destroying the file.

We will of course NOT destroy any original documents such as Wills, Deeds and other securities which you ask us to hold in safe custody.

We do not currently make a charge for storing Wills or other original documents which we have prepared. However, we reserve the right to make a charge in future. If we decide to make a charge, we will inform by writing to the last known address we hold for you of how any charge will be calculated and when it will take effect. It is your responsibility to inform us if your address changes.

A fee is payable when we retrieve an old file or documents from storage. The fee is currently £30 + VAT (but is reviewed annually) and the charge payable will be the charge applicable at the time the file is retrieved. In addition, we may make a charge based on time spent for producing stored papers or documents to you. We may also charge for reading correspondence or other work necessary to comply with your instructions. Those charges will be calculated based on the hourly rate of the advisor carrying out the work and the time needed.

We will normally waive the retrieval fee if the reason for retrieving the file is so that we can carry out further work for you.

If you wish to keep the file yourself, rather than having us store it, you can request this when the file is closed. You can request the file at any time after it is closed, and before it is destroyed, in which case the retrieval fee will apply.

Please note: You will normally need to provide us with proof of your ID before we can release any document to you. If there was a joint instruction, we will need the permission of all joint clients to release the document(s) to you.

If you want us to send you a file, you will be responsible for postage and packing costs in addition to the retrieval charge.

I. Ending your Agreement with us

I.1 If You Wish to End your Instructions to Us

You can end your instructions to us at any time and, to avoid confusion, this should preferably be done in writing. We will always confirm to you in writing that you have ended your instructions.

We will be entitled to keep all your papers and documents while there is any money owing to us for our charges and expenses. (see H.1).

We will be entitled to charge you for any work needed to close your file, including any costs involved in coming off the court record and of notifying all relevant third parties that we are no longer acting for you, where appropriate.

I.2 If We Wish to Stop Acting for You

We can stop acting for you if we consider that it is reasonable to do so. If we decide to stop acting for you, we will tell you the reason in writing. We will always try to give you advance notice if we are going to stop acting for you, where practicable. However, we will not carry out work (such as instructing Counsel or an Expert, paying court or other fees, or attending Court) in circumstances where you have not paid a bill or money on account as requested, unless you make the appropriate payment in reasonable time to allow us to properly prepare such work.

Situations where we may decide that it is reasonable to stop working for you include:

- If you fail to pay your bill or fail to make payments on account when requested to do so.
- If we consider that the relationship of trust between us and you has broken down.
- If you instruct us to deal with your case in a way which is dishonest, illegal, discriminatory or unprofessional.
- If you are aggressive or abusive towards our staff.
- If a Conflict of Interest arises between us and you, or between you and another client.
- If you ask us to carry out work which lies outside our area of expertise or if we do not feel that we are qualified to carry out the work.

I.3 Distance Selling & Right to Cancel

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, where you have instructed us without meeting us in person or where you have instructed us at a face-to-face meeting away from our offices, you can cancel your instructions, free of charge, within 14 days of the date on which you asked us to act for you.

We will normally not carry out any work until after the 14-day cancellation period has ended. If you want us to start work immediately, we will do so, but you will have to pay us for any work we have done up to when you tell us you want to cancel. **By signing these Terms, you are confirming that you want us to begin work and that you understand you will be responsible for any such costs even within the 14-day cancellation period.** If you do not want us to start work immediately, then please cross out this paragraph before you sign, and we will then not carry out any work until after the 14-day period has passed.

Once the 14-day period has passed, we will carry on with your matter and our normal charging arrangements will apply.

Please note these regulations do **not** apply to commercial transactions or transactions involving the transfer of land, nor do they apply where you have instructed us at a meeting at our offices.

At this time, we anticipate that the work will take more than 30 days to complete.

J. Complaints

We hope that you will have no cause for complaint. However, if you are dissatisfied with the service we provide, our complaints process is set out in this section.

J.1 Internal Complaints Process

1. **Speak or write to your advisor.** The name of the person dealing with your case on a day-to-day basis is set out in paragraph 1.1 of your Client Care letter. Please speak to them as soon as possible if there is anything you are not happy with. If you are not happy with their response or, if you do not feel you can raise the issue with them, then;
2. **Speak or write to their supervisor** – this is the Partner named in paragraph 1.1 of your Client Care letter. It is helpful if you are clear about why you are dissatisfied and what you would like us to do to resolve the issue. If you are not satisfied with their response;
3. **Contact our Client Care Partner**, currently John Kilmister. Mr. Kilmister can be contacted in writing at FDC Law, Norton House, High Street, Midsomer Norton BA3 2DF, by e-mail at jkilmister@fdc-law.co.uk or by telephone on 01761 417575. If you make a formal complaint, this will be acknowledged within 3 days and we will aim to investigate and respond to you within 14 days, offering you the opportunity to meet us in person to discuss the issue. Following any discussion, we will then confirm the outcome to you in writing.

J.2 Legal Ombudsman

If, after following the steps set out in J.1 above, you are not satisfied with our handling of your complaint, you can ask the Legal Ombudsman to consider the complaint.

The Legal Ombudsman can be contacted by phone on 0300 555 03333, by email on enquiries@legalombudsman.org.uk or in writing to The Legal Ombudsman, P.O. Box 6806, Wolverhampton WV1 9WJ.

Details of the professional rules applicable to firms of solicitors can be found at www.sra.org.uk.

K. Tax Advice

Work that we do for you may involve tax implications or mean that you should consider tax planning. We are not accountants and may not be qualified to advise you on the tax implications, or the likelihood of them arising, of a transaction that you instruct us to carry out.

We will not provide you with advice about tax unless you have specifically requested it and we have specifically agreed to provide such advice. If you make such a request, we will consider whether we can undertake the research necessary to resolve the issue. If not, we may be able to identify a source of assistance for you or instruct an expert on your behalf. However, unless we have explicitly agreed to provide you with advice about tax, you are responsible for ensuring that you understand the tax implications of any work we may carry out and for ensuring that you get suitable advice, if you need it.

L. Identity & Disclosure Requirements

Under Money Laundering Regulations, we are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself and/or any principal you may represent. The requirements for verifying your ID are set out at paragraph 2 of your Client Care letter. We may require additional or updated evidence in some cases and can decline to act for you if you do not provide such additional evidence when requested to do so.

M. Reporting and Proceeds of Crime Legislation

Under the terms of the *Proceeds of Crime Act 2002*, we, like other professionals, have a legal obligation to disclose information to the National Crime Agency (NCA) in certain situations. Failure to provide information can be a criminal offence.

If we, as your solicitors, know or suspect that a transaction on your behalf may involve the proceeds of crime (whether from you or from another person), we will have to report this. The NCA can then give or withhold permission for us to continue to deal with your case. Even if the NCA gives permission for us to continue with your case, it may pass the information reported to them to other relevant organisations, such as the HM Revenue & Customs.

If you have any concerns about any irregularities in your financial position, or that of your spouse or partner (or ex-spouse or ex-partner if we are dealing with a relationship breakdown), you may wish to take specialist advice before we begin to act for you. You should be aware that accountants are also required to comply with the Act.

If any issues (whether in your finances or those of your spouse or partner) are not corrected before you seek legal advice and if we become aware of such irregularities in the course of your case, we may have to disclose them to the NCA. In most cases where we are required to inform the NCA, we are not permitted to tell you that we have concerns or that we have made a report. In rare circumstances, this could mean that you might reach a settlement with your spouse or partner only to then find that you become the subject of an HM Revenue & Customs or criminal investigation. It might also mean that your transaction is delayed and that we cannot tell you what is causing the delay.

The obligations which we, as solicitors, have under the Act can override our duty of confidentiality to you, as our client.

The Act also creates a number of criminal offences, including an offence of entering into a financial settlement with your spouse/ex-spouse or partner/ex-partner if you know that any income, capital or other property which either of you retains or receives, has arisen as proceeds of crime. The "proceeds of crime" includes any money, property or other assets which have arisen as a result of crime, for example, money (however small an amount) fraudulently claimed as benefits or gained as a result of tax evasion.

If it is necessary for us to spend time addressing issues arising for you under the Act, this will be billed in the same way as any other work carried out in relation to your case. We will not be liable to you for any losses of any kind you suffer as a result of report being made to the NCA, or of any delay due to such a report.

N. Communications Between You & Us

You can write to us by post, e-mail (the direct e-mail address for your advisor is shown below their signature on all letters) or by telephone.

If you tell us how you would prefer us to contact you, we will aim to do as you ask.

Please be aware that e-mail is not a secure method of communication and, while we use appropriate anti-virus software, we cannot guarantee that e-mails sent will be free from viruses or other malware.

E-mail correspondence is treated as incoming post and e-mails are charged at the same rate as physical letters.

If you provide us with information stored on a flash drive, memory stick, disk or as an attachment to an e-mail, this will be scanned for security purposes before being opened and we may ask you to provide the information in a different format if we are unable to open the files or if we consider that they may pose a threat.

We do not accept service of documents by fax or email, and we reserve the right to require an original signature (not e-signature) from you.

O. Data Protection

O.1 Use of Data

We hold data about you, including the personal and contact details which you provided to us when we opened your file, and we will continue to hold such data after your file is closed subject to our Privacy Notice, details of which are attached and are also available online at <http://fdc-law.co.uk/privacy-data-protection>.

O.2 Subject Access Request

You have a right of access under data protection legislation to the personal data that we hold about you.

You can make a Subject Access Request if you want a copy of the data we hold about you and any such request should be made in writing, together with proof of ID, to:

The Data Manager, FDC Law, Norton House, High Street, Midsomer Norton BA3 2DF

We will then consider and respond to the request in accordance with the General Data Protection Regulations.

O.3 Cyber Crime

You may be aware that cybercrime continues to rise. Law firms and their clients have been targeted. We take our responsibilities to keep your information secure very seriously and employ measures to avoid you, or us, becoming victims. One way which criminals use to try to steal money is to hack into legitimate e-mails between a solicitor and client and then to use the information gained to pose as the solicitor and to send emails or make phone calls claiming that the solicitor's bank account details have changed, in order to divert money to their own accounts. Similarly, they may try to pose as the client and give false bank details to the solicitors for the payment of any money due.

To avoid this kind of fraud,

- We will not accept confirmation of your bank details by email. Details must be given in writing, signed by the named account holder(s).
- We will not confirm our bank details to you by email. Upon request, they will be supplied, in writing, on the firm's headed notepaper.

You should be aware that if you receive a message or email from us stating that our bank details have changed, this is likely to be fraudulent and you should contact us directly (NOT by replying to the email). Similarly, to reduce the risk of fraud, if your email is hacked, we will not generally accept bank details by email but will require you to provide signed, written details of any bank account to which you want us to make payment.

Fraudsters may also try to convince you that we have changed our address or telephone number or that the person dealing with the case has changed. If you are told of any change, particularly if the information is sent to you by email, check with us directly.

P. Financial Conduct Authority

We are not authorised by the Financial Conduct 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.

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 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.

P.1 Insurance Mediation

We are not authorised by the Financial Conduct Authority. However, we are included on the register of Exempt Professional Firms (maintained by the Financial Conduct Authority) so that we can carry on insurance mediation activity, which broadly means that we may advise on, sell and undertake 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 <http://www.fsa.gov.uk/register>.

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 insurance advice you receive from us, you should raise your concerns with either of those bodies.

Q. Financial Services Compensation Scheme

The Financial Services Compensation Scheme protects your money (currently up to a maximum of £85,000) in the event that a bank or financial institution fails. Money we hold for you in our client account is covered under the Scheme, allowing you to make a claim directly to the FSCS in the event the bank fails. Please note that the limit of £85,000 applies to the total of **all** money held with a specific banking group, whether it is held by us on your behalf or by you personally.

R. Equality & Diversity

We will not discriminate on the basis of age, gender, gender identity, disability, race, religion or sexual identity. A copy of our Equality and Diversity Policy is available on request. If you have any special access needs, please let us know what these are so we can make reasonable adjustments as necessary.

S. Professional Indemnity Insurance

All solicitors are required to hold professional indemnity insurance. Details of our insurance are available on request. If you need this information, please contact the Office Manager.

T. Applicable Law

Any dispute or legal issue arising from our Terms & Conditions of Business will be determined by the law of England and Wales and considered exclusively by the English and Welsh courts.

U. Feedback

We welcome feedback about the services we provide. If you wish to complete a client feedback form, please let us know at any time.

U.1 Publicity

We may use any feedback provided from clients through feedback forms, letters or e-mails or via our website in publicity material including on our website and in advertising material. If you agree to us using the feedback you provide either using your name and comments or comments only, please let us know.

U.2 Accreditation

In order to obtain and maintain membership of quality marks and panels, such as Lexcel, the Law Society's Conveyancing Quality Scheme etc., we may be asked to provide details of feedback we receive. In some cases, those Schemes may wish to contact you to ask for further details.

If you would prefer your details not to be passed on to a third party for these purposes, please put a line through this section in the copy you return to me.

V. Further Instructions

These Terms & Conditions of Business will apply to any work we carry out for you, until such time as it is superseded by new Terms signed by you. Where we carry out further work for you, this will be charged based on the appropriate hourly rate for the person carrying out the work, at the time the work is done.

By continuing to instruct us to act for you, you agree that you accept these Terms. However, to avoid confusion please sign and return one copy of the Terms & Conditions of Business to us. We reserve the right not to start work on your file until we have received the signed Terms.

I/We confirm that I/we have read, understood and accept these Terms and Conditions of Business and confirm my/our instructions to FDC Law to act in relation to this matter.

Signed Date

Signed Date

- I/we wish to be contacted about issues you consider may interest me/us []
- I/we consent to my file being reviewed for accreditation and/or auditing purposes []
- I/we enclose / have made payment on account as requested []

SAMPLE