

### **IMPORTANT NOTICE**

**These terms are to be read in conjunction with our client care documents and together they set out the terms upon which we will be pleased to act for you.**

#### **Who we are**

Thatcher + Hallam LLP is a Limited Liability Partnership registered in England & Wales with the Registered No. OC356907. We practice under the style of Thatcher & Hallam Solicitors. Our Registered Office is at Island House, Midsomer Norton, Radstock BA3 2HJ. We are regulated by the Solicitors Regulation Authority No. 559535.

Our normal office hours are between 9.00 a.m. and 5.00 p.m. Monday to Friday inclusive. Sometimes when it is necessary appointments can be arranged outside these hours. When our Reception is closed, messages can be left on the answerphone.

Our Retainer Letter provides you with direct telephone and fax numbers for the fee earner involved, together with his/her email address.

We will communicate with and on behalf of you in the most effective way. We may send emails which, for convenience, are not in encrypted format, but we will scan them for computer viruses although we cannot guarantee they will be virus free.

#### **Your Responsibilities**

We ask our clients to act in good faith towards the firm and to provide us with complete, accurate and timely information. You must immediately tell us of any change to your contact details or to any circumstances that may affect our ability to carry out your instructions or act on your behalf.

#### **Money Laundering Regulations**

The law requires Solicitors as well as Banks, Building Societies and others to obtain satisfactory evidence of the identity of their clients, and sometimes people associated with them. If we do not already hold sufficient evidence, then our Retainer Letter will make clear our requirements.

If you are a company or partnership or Trust then we will need to verify the identity of the beneficial owners, and (if not a beneficial owner) the person instructing us.

Our policy is to only accept cash from clients to a maximum of £1,000.00. 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. Where we have to pay money to you, it will be paid by cheque or Bank transfer. It will not be paid in cash or to a third party.

To comply with our legal and professional obligations when acting for any client, in particular regarding money laundering legislation\*, we have to follow certain procedures, when we are acting for a "Politically Exposed Person" (PEP) or a "family member" or "known close associate" of a PEP. Please be assured that we do not expect that you will be any of these, but, we are required to check, and we do this by way of a search undertaken with Conveyancing Data Services Limited [www.conveyancingdata.com](http://www.conveyancingdata.com) or via Thirdfort <https://www.thirdfort.com/>

The charge for this search is currently £25 + VAT per client name and will be charged as part of the overall costs charged to you for this transaction.

The AML report will check the following information for each client;

- Address and Identity information – Electoral Roll (who else may be registered as living in their house), Telephone Directory (If supplied), DOB Verification as well as Tracesmarts very own database.
- Alerts Register – PEP (Politically Exposed Persons), Mortality and Gone Away registers - These check for cases of ID theft of people who are either deceased, have Emigrated or in-prisoned (and therefore should not be buying property!)
- Financial Registers – CCJ's, Insolvency and Company Directors.

In undertaking this search we shall be using your personal data to search certain databases including the electoral roll and Land Registry, and whilst this search does not constitute anything other than a "soft search" against your records including your credit file, and will not affect your credit score, it will be a search noted on your credit file.

(\*The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended) & The Financial Conduct Authority's FG 17/6 'The treatment of politically exposed persons for anti-money laundering purposes.

### Our charges

Unless within our Retainer Letter we have agreed with you a fixed charge for the work that is to be carried out, then our charges will be based mainly on the time spent dealing with your file. This includes meetings with you; considering, preparing and working on documents; correspondence and making and receiving telephone calls.

We normally work out our charges by multiplying a fee earner's hourly charging rate by the time they have spent. However, in assessing the applicable hourly rates we may take into account the complexity of the work involved, how urgent it is, the value of the transaction and the amount of responsibility we assume.

Routine telephone calls and routine letters/emails sent – in other words those of normal length and which, in the case of letters/emails do not require complex drafting – are charged in units of one tenth of an hour. We charge for other calls made and received and letters sent according to the time taken.

We review our hourly rates, usually on an annual basis, to take into account changes in our overheads and we will notify you in writing and in advance, of any increase in our hourly charging rates.

We might be able to agree alternative charging arrangements with you and you should feel free to discuss this with the fee earner concerned should you wish. If we agree such an alternative, the fee earner will confirm the exact details with you separately in writing.

Our Retainer Letter will, unless a fixed charge has been agreed with you, set out the current applicable hourly rate.

On occasions it may be necessary to send hard copy documents by Royal Mail recorded/special delivery. Thatcher + Hallam reserve the right to charge the client for the recorded/special delivery.

Thatcher and Hallam LLP reserve the right to charge an administrative fee in respect of the safe transfer/removal of original Wills and/ or deeds by the client or third parties, presently £25 + VAT and postage.

### Estimates

We will give you the best information possible about the likely overall cost of the work to be carried out for you.

Our Retainer Letter will provide an estimate of the total cost or, if this is impossible, as much information as we can about the cost of the next stage. We will update this estimate or information where necessary or at least every six months.

Please note that estimates should not be regarded as fixed quotations, and unforeseen extra work may become necessary, for example due to unexpected complexities or if your requirements or circumstances change.

Wherever possible we will inform you in writing of the estimated cost of any extra work before incurring additional charges. If this is not possible because, for example, delay on our part would harm your interests, we will update you as soon as we can.

To help you with meeting the costs involved, we are happy to set a limit on the amount of charges and expenses that may be incurred without your permission.

### Expenses

There may be other expenses that you will have to pay, such as search fees, Estate Agents' fees, Barristers and other experts' fees, Court fees and travel costs. Wherever possible and practical we will advise you of and obtain your prior approval to these expenses. Normally we will require advance payment from you for such expenses.

During the course of the transaction, we may need to transfer monies either to you, a mortgage lender or a third party by direct Bank transfer ('CHAPS'). This has the effect of transferring money immediately so that it becomes cleared funds in the Account of the recipient on the day of transfer. Our Bank makes a charge for this but we also make a charge for the administration in dealing with the transfer of the funds and therefore you may see on your Invoice a charge of £40 plus VAT for a 'telegraphic transfer fee'. This is therefore part of our costs that we charge you and we absorb within that figure the amount that we pay to our Bank.

### Value Added Tax (VAT)

We are required to add VAT to our charges, and certain expenses. At present this rate is 20%. Our VAT Number is 138727543.

### Billing

Save where we are acting for you under a Conditional Fee Agreement:-

- We may ask for a payment towards charges and expenses that are expected in the following weeks or months at the beginning of your matter, and also as it progresses. This enables us to pay expenses as they become due and avoids delay.

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- To help you budget, we will also send you interim bills for our charges and expenses whilst work on your file is in progress. These will be rendered at regular stages and not less than every month.
- We will send you a final Invoice once work on your file is completed, and any payments made will be shown as a credit.

### Payment

Payment is due within 14 days of our sending you an Invoice.

Please note that we charge interest on a daily basis at 8% per annum on any Invoices which are not paid within 28 days from the date of the Invoice.

We can accept payment in the following way :

- **By cheque**

Please make your cheque payable to: Thatcher & Hallam LLP.

Write our reference on the back of the cheque and send it to Island House Midsomer Norton Bath BA3 2HJ

- **By BACS/Telephone or Internet Banking**

Please refer to payment details provided on invoicing you have received.

- **By Credit/Debit card**



You can call at our Offices or telephone 01761 414646 to request payment facilities.

Where any Account is overdue we are entitled to exercise a lien over the files and documents belonging to you until our Account is settled. We also reserve the right to cease continuing work for you.

For this reason, if you have any difficulty with paying an Invoice at any time, we urge you to contact us immediately to discuss the payment options.

### Payment of Interest on Client Monies

In accordance with the current Solicitors Regulation Authority Accounts Rules, where we hold money in a Client Account for you, or for a person funding all or part of your fees, or for a Trust, we will account to you or that person or trust for interest where it is fair and reasonable to do in all the circumstances.

The level of interest you can expect to receive, will be based on the advertised interest rate(s) payable by our primary bank on the relevant amount, as if it had been held separately in a designated client account in your name. If the amount calculated is less than £30 then no interest will be paid as our administrative costs would exceed this amount.

Interest is paid on a quarterly basis and/or following the conclusion of a client matter.

### Costs in Court Proceedings

It is important that you understand the implications of bringing Court proceedings or opposing proceedings brought by another person. The Court has the power to order one party to proceedings to pay all or part of another party's costs and to then decide how much those costs should be. The usual – although by no means definite – rule is that the losing party pays the winning party's costs. We will discuss with you whether you may be able to recover your charges and expenses from your opponent or any other person in this way.

Even if you are successful in any proceedings, the Court might not order your opponent to pay all of your charges and expenses. You might not be able to recover your costs in full, for example if your opponent has no money or if he or she is in receipt of public funding.

You should note that the amount of our charges and expenses that you will have to pay will almost certainly be greater than the amount you can recover from another party and that you will be primarily responsible for paying our Invoices.

If the Court orders another party to pay some or all of your charges and expenses, it is sometimes possible to claim interest until costs are paid. We will pay to you the interest on charges and expenses that you have paid to us.

In some circumstances the Court might order you to pay some or all of the other party's legal charges and expenses, both during the proceedings and at the end. This would be in addition to your responsibility to pay our charges and expenses.

### Alternative sources of funding

We will discuss with you whether you may be eligible for public funding and/or if your liability for your and any other party's legal costs might be covered by insurance, or whether it would be advisable for you to take out insurance. We advise you to check any buildings, household, motor or credit card policies to see whether or not you possess existing insurance cover. If not, you may wish to discuss with us the possibility of obtaining 'after the event' insurance cover for some of the costs of the dispute.

Please also carefully consider whether your liability for both your own costs and the costs of the other party may be covered by your employer/Trade Union.

### Confidentiality

We will keep details of our work for you and any information you give us confidential at all times, unless we are required to do otherwise by law or have your permission. From time to time, and for the purpose of monitoring or verifying our quality assurance procedures, our files may be inspected (but not copied) by the SRA or by Quality Assessors approved and authorised by the Law Society. By signifying your consent to these Terms of Business you permit such third party inspection of your file(s). You consent to us retaining such data for longer than the 5 year statutory period, unless you tell us otherwise.

### Data Protection Privacy Notice

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, data protection law and our duty of confidentiality.

Please note that our work for you may require us to pass on such information to third parties such as expert witnesses and other professional advisers, including sometimes advisers appointed by another party to your matter. We may also give such information to others who perform services for us, such as typing or photocopying. Our practice may be audited or checked by our accountants or our regulator, or by other organisations. We do not normally copy such information to anyone outside the European Economic Area, however we may do so however when the particular circumstances of your matter so require. All such third parties are required to maintain confidentiality in relation to your files.

You have a right of access under data protection law to the personal data that we hold about you. We seek to keep that personal data correct and up to date. You should let us know if you believe the information we hold about you needs to be corrected or updated.

You also have the right to request erasure of such personal data.

Further information relating to your rights are set out in our privacy statement on our website [www.th-law.co.uk](http://www.th-law.co.uk)

We have appointed the following person as our representative for the purposes of the General Data Protection Regulation: George Persson

### Data Protection in Respect of Money Laundering Checks

We may receive personal data from you for the purposes of our money laundering checks, such as a copy of your passport. These will be processed only for the purposes of preventing money laundering and terrorist financing, or as otherwise permitted by law or with your express consent.

You consent to us retaining such data for longer than the five year statutory period, unless you tell us otherwise.

### Data Protection – Your Obligations

If you send us personal data about anyone other than yourself you will ensure you have any appropriate consents and notices in place to enable you to transfer that personal data to us, and so that we may use it for the purposes for which you provide it to us.

### Instructing a Barrister

Further to requirements stipulated by the Bar Standards Board, Barristers are now required to send to all lay clients, whether directly or indirectly instructing a Barrister, a formal letter informing them of their right to make a complaint and how such a complaint can be made.

Please therefore be aware that whenever we instruct a Barrister on your behalf we will be providing his/her Chambers with a contact and, where possible, email address for you so that the formal letter may be sent to you directly.

### Storage of Papers & Deeds



After completion of the work on your file, the papers will be stored in our archive, although you will appreciate that it is not practical for us to keep files indefinitely. It is our practice to retain hard copy and electronic client files for a period of 6 years when, unless they are Will files, or files where this firm or its members have acted as professional trustee (which are retained indefinitely) they will ordinarily be destroyed.

For Will files only, our policy is to scan and obtain a digital copy which will be kept indefinitely. A charge of £7.50 plus vat will be charged to you as part of the overall cost of the transaction

You may personally keep any or all of your papers if you wish; please ask for them to be returned to you once work on your file is complete. Please be aware that we are entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.

We will not destroy any papers – deeds, original Agreements or other valuable documents – that you specifically ask us to keep in our strongroom. No charge will be made to you for such storage, and if we retrieve papers or documents from storage in relation to continuing or new instructions, we will not normally charge for such retrieval. Please be aware that retrieval from off-site storage may take up to 48 hours.

However, we may at our sole discretion make a charge based on the time spent for producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with your instructions.

### Ending your Instructions

You are free to decide at any time that you no longer want to proceed with your instructions and that you would like us to stop work on your behalf. Should this be the case, please let the fee earner in question know, in writing, as soon as possible.

We will only stop acting for you with good reason, for example if our Invoices remain unpaid without good cause or if you fail to respond to our requests for instructions, or if there develops a conflict of interest. We will give you reasonable notice that we intend stopping working for you.

Please note that even if this firm does not complete the work on your file, we will need to charge you for the work we have done and the expenses incurred.

### Use of our Advice

Our advice is expertly tailored to your particular circumstances and it is unlikely that the same advice would apply to a different individual or set of circumstances. It can therefore be dangerous to rely upon our advice in ways or on other occasions than those you have discussed with us, and we cannot accept responsibility if you do so.

Please note that our duty is to advise you and to act on your instructions. We cannot accept instructions from anyone else unless we have your agreement to that in writing, and unless we agree in writing, we do not accept any duty of care to any other individual under the Contracts (Rights of Third Parties) Act 1999.

### Limitation of Liability

We are covered by professional indemnity insurance in respect of the work we do for you. Our cover extends to all our work in England and Wales and our insurers are:-

HDI Global Speciality SE-UK branch  
10 Fenchurch Street  
London  
EC3M 3BE

Our liability to you for a breach of your instructions, which shall include any liability of the members and/or employees of Thatcher + Hallam LLP, shall be limited to £3 million, unless we expressly state a higher amount in our Retainer Letter. 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 opportunity.

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

### Equality & Diversity

Thatcher & Hallam LLP is committed to providing 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 & Diversity Policy.

### Financial Services

We are not authorised by the Financial Conduct Authority and/or The Prudential Regulation Authority. However, we are included on the Register maintained by the Financial Conduct Authority and/or The Prudential Regulation Authority as an Exempt Professional Firm, with registration number: LS 559535. As such we are authorised to provide some regulated products and services as part of our normal professional services.

### Complaints Procedure

We are committed to providing a high-quality legal service to all our clients. When something goes wrong we need you to tell us about it. This will help us to improve our standards.

If you have a complaint or a concern about a bill, write to us with the details. Address your letter to our Client Care Officer, who is responsible for client care. Our Client Care Officer is our Partner, George Persson.

Our aim will be to deal with your complaint promptly, fairly and effectively, in accordance with this procedure. The Client Care Officer may deal with your complaint himself or ask someone else in the firm to deal with it for you.

What will happen next?

1. We will record your complaint in our central register. We will do this within 2 days of receiving your complaint.
2. We will send you a letter acknowledging your complaint. It may ask you to confirm or explain the details of your complaint. You can expect to receive our letter within 4 days of us receiving your complaint. If our acknowledgement does not ask you to confirm or explain the details of your complaint, we will go straight to step 4.
3. We will acknowledge your reply to our acknowledgement letter. You can expect to hear from us within 4 days of us receiving your reply.
4. We will then start to investigate your complaint. This will involve the following steps:
  - We will examine the information in your file.
  - In the light of your complaint, we will then ask the person who acted for you for more information.
5. We will then write to you to let you know our response to your complaint. We will do this within 7 days of receiving all the details we need from the member of staff who acted for you. We aim to respond to all complaints within 21 days.
6. At this stage, if you are still not satisfied you can write to us again. We will then arrange for another solicitor of the firm to review our Client Care Officer's decision within ten days.
7. We will let you know the result of the review within five days of the end of the review.

If we have to change any of the timescales above, we will let you know and explain why.

If at the end of our procedure you are still not satisfied and you are a member of the public, a small business, a Charity, Club or Trust, you may ask the Legal Ombudsman to become involved.

The time limit for sending a complaint to the Legal Ombudsman will not be later than:

- One year from the date of the act or omission being complained about; or
- One year from the date when the complainant should have realised that there was cause for complaint.

and

- Within six months of receiving a final response to your complaint.

It may be your complaint relates to the manner in which we provided our service to you, or, may relate to our professional conduct. You are therefore further entitled to contact the Solicitors Regulation Authority (SRA) (<https://www.sra.org.uk/consumers/problems/report-solicitor/>). The telephone number to contact them is 0370 606 2555.

The Legal Ombudsman can be contacted via website ([www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)) or by telephone on 0300 555 0333, or by letter to PO Box 6167 Slough SL1 0EH.

Please note that the Legal Ombudsman may not deal with a complaint about a bill if you have applied to the Court for assessment of that bill, as is your right, under Part III of the Solicitors Act 1974.

Complaints will be dealt with in respect of our services by either the SRA or the Legal Ombudsman under the Statutory Complaints Scheme.

### Governing Law

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

## TERMS OF BUSINESS



Thatcher + Hallam LLP   Island House   Midsomer Norton   Radstock   BA3 2HJ

### IMPORTANT NOTICE

There is a risk of fraud from bank details sent in an email being intercepted and altered, and so;

- You can **only** rely on our bank account details if they have been supplied on this firm's terms of business or an invoice.
- We will **never** communicate a change of our bank account by email or telephone.
- If you have any concerns about an email or telephone call from us please contact the person dealing with your matter by telephone immediately on the numbers set out in our initial retainer letter.
- It is **your** responsibility to ensure that the bank account details you provide us with are accurate. Please take care when communicating with us by email or fax, especially if you are sending us your banking or card payment details. We cannot be held responsible for any loss that you suffer if your email is intercepted or misdirected.

**These Terms and Conditions will be taken as read and understood. Should you have any questions regarding the contents of this document, please contact your allocated case handler, Lawyer or Solicitor.**

