



ThurstanHoskin
SOLICITORS

Terms of Business

(Our General Business Policy on Standards of our Services)

Our Ref: «MATTER_CLIENT_NO»/«MATTER_MATTER_NO»

Client Name(s): «LINKNAME_TITLE_1» «LINKNAME_SURNAME_1», «LINKNAME_TITLE_2»
«LINKNAME_SURNAME_2»

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If you require this document or any other supplied by us in an alternate format, please call us on 01209 213 646

1. AGREEMENT

We agree to act for you as referred to in our Letter of Instruction and any other requirements communicated to you. Please sign and return a copy of this document. Until you have complied with the aforementioned requirements, WE ACCEPT NO LIABILITY.

Please let us know at once if there is anything in this document that you do not understand or which you do not accept. These standard terms can be viewed at any time online but will not contain any amendments agreed in relation to your matter - <https://www.thurstanhoskin.co.uk/our-operating-policies/terms-of-business>

We reserve the right to update this contract during your transaction but any instances will be communicated to you by post a minimum of one month (30 days) prior to them becoming effective. We do not hold responsibility for the content viewed by accessing any link contained in this document nor do we guarantee the links validity.

Partners:
Stephen J D Morrison
Barbara Archer

SRA: 648277 (Redruth) & 657785 (Hayle) | VAT: 913 479 414 | Registration: OC421980

2. FINANCIAL LIMITATION ON OUR LIABILITY

All practising Solicitors LLPs carry Indemnity Insurance of at least £3 million. The limit on our own insurance cover is £3 million. Details of our insurance can be viewed in reception or on our website (<https://www.thurstanhoskin.co.uk>). Risks in excess of that are not insured. If you become aware of any possibility that matters with which we are helping you may have a value to you of over £1 million pounds you must inform us in writing immediately please. If you do, we will consider making additional insurance arrangements. If you fail to keep us informed, we will not accept claims for sums that, arising out of the same act or omission, or set of instructions, total in excess of that figure except as required by law.

Examples of such cases may be the acquisition of land with potential development value or reference in a will to jewellery or paintings of large value. We are willing to act in such matters, but only where informed in writing as described above and we have confirmed in writing of the agreed insurance value. We draw this to your attention simply so that proper insurance protection can be provided to you and to us. It may also be a helpful reminder to you to fully consider the value of your assets and the potential value of your activities and your own insurance cover from time to time.

We take normally prudent action by keeping our client account in a well-known British high street bank. Recent events make it necessary to say that we cannot be responsible for failures in the banking industry. The usual restrictions on compensation limits for each individual account holder apply.

You may have money deposited in the same bank as that in which we hold our client account. We might hold money for you in that client account i.e. you might have two different sums/accounts in that same bank. The question of whether, if that bank were to collapse, you would recover the then standard maximum compulsory compensation for each of your funds, or for one only, has not been decided by the courts. We understand that you will probably receive only one such amount of compensation. The situation is further complicated by the fact that some financial organisations are linked together. The £85,000.00 limit for individual clients or small limited companies applies to the total of all of your accounts within the various members of that overall linked organisation eg Halifax and Bank of Scotland are part of HBOS. The situation may of course be further complicated by future mergers and takeovers of one financial institution by another.

Interest paid under section 10 of this document will be calculated in line with the account interest rate set by our bank, if you would like information on the current rates please ask the individual dealing with your matter.

3. IDENTITY CHECKS

We are required under The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 to conduct Anti-Money Laundering & Terrorist Financing checks on each individual connected to your matter. The accompanying document entitled Money Laundering & Identification regulations document gives more information on this, and can also be viewed anytime online at <https://www.thurstanhoskin.co.uk/our-operating-policies/aml>

Please provide the required ID documents immediately. Failure to do so may result in us having to refuse to accept instructions, to stop work at what may be a critical stage until the requirements have been complied with or make a report to the National Crime Agency (NCA). We are at risk of serious penalties if we do not enforce the regulations. We unequivocally will not begin work on your matter until such time as each individual, which we deem necessary, has satisfied the regulations.

For each individuals identity check there will be a charge of 25.00 GBP plus VAT, for example if there are two individuals purchasing a property the charge will applied twice.

Where an individual opts for the electronic route of verification and fails to conduct the electronic aspect of the check before their unique link expires and per the terms of the check detailed in the Money Laundering & Identification Regulations, the matter will be liable for an additional application of the identity check charge.

4. CLIENT CARE

You are our client. Unless you agree, we take no instruction from any other person without your authority. We neither pay nor receive referral fees or commissions. We promise to act in your interests alone; to keep your affairs confidential; to keep you informed; to deal with matters promptly; and to charge you fairly. If you do not understand any of the technical 'jargon' we use, please let us know & we'll try and explain it another way. If you are not happy with our service, please let us know. The sooner a problem is made known to us, the easier it is to resolve. If, after speaking to the person(s) dealing with the matter you are still not satisfied, please contact the Complaints Partner Mr S Morrison (or Ms Barbara Archer if it is not appropriate to discuss your concerns with Mr Morrison). We will review the file and your concerns & contact you. A meeting can be arranged if you wish and is appropriate. Our full Client care policy can be viewed online or a hard copy can be posted to you on request - <https://www.thurstanhoskin.co.uk/our-operating-policies/client-care>

If you would like a copy of our Compliments & Complaints handing procedure, please call us on 01209 213 646 and we will be happy to provide one to you, alternatively it can be viewed online - <https://www.thurstanhoskin.co.uk/our-operating-policies/complaints>

If we cannot satisfy you then please contact The Legal Ombudsman on 0300 555 0333 or email enquiries@legalombudsman.org.uk. Alternatively, you can write to them at PO Box 6806, Wolverhampton, WV1 9WJ or visit their website www.legalombudsman.org.uk. You can also ask them to send you leaflets on the subject.

Alternative complaints bodies (mediators) such as Promediate (UK) Ltd of Brow Farm, Top Road, Frodsham, WA6 6SP / 0203 621 3908 / enquiries@promediate.co.uk exist which are competent to deal with complaints about legal services should you and we wish to use such a scheme. Please note we do not agree to use Promediate, this is just an example. The Legal Ombudsman seems to be the most appropriate forum for complaints against solicitors.

5. OUR CHARGES

- i. We will provide you with the best information practicable about the likely cost of the matter at its outset and at regular intervals during its course. You may set a limit on the costs which may be incurred by us on your behalf (which may mean that we have to stop before the task is completed).
 - ii. Hourly rates are reviewed twice a year. Short letters and telephone calls are charged at 6 minutes each. We may charge for short routine incoming letters at 50% (i.e. as if 3 minutes). NB the Court allows no such charge for such items when calculating what contribution an opponent in a court case would have to make towards your costs, unless the incoming letter is lengthy or complicated. Where the work involves an unexpectedly low or high value element or urgency we may also add/subtract a charge to reflect the responsibility & risks involved, if the hourly rate does not do this adequately. This may be a percentage of the value element, or of the time charge, or a combination of both. We will inform you in advance in writing if we expect to add to our charges in this way.
 - iii. All figures given are exclusive of VAT, which must be added.
 - iv. Our charges take into account such factors as the seniority of the person dealing with the matter from time to time; the degree of specialised knowledge required; the importance or value of the transaction to you; the degree of urgency required; the degree of risk to you or to us; any costs which we may incur on your account before you are able to reimburse us; the time involved.
 - v. As the estimates of our charges are given in respect of information which we have in our possession at the time that they are given, we reserve the right to raise additional charges for any other matters that do not come within the remit of a straight forward transaction.
 - vi. In urgent or trivial cases where we consider it appropriate to exercise our discretion and incur costs on your behalf without your written authority we will explain in detail in writing as soon as practicable.
 - vii. We may exercise a lien (i.e. retain) your file or other property until payment of our bill in some circumstances.
 - viii. We will not usually charge for very small amounts of photocopying. However, we reserve the right to do so and will usually exercise the right when large volumes of copying are involved. The rate at which we will charge is usually 25p per sheet.
 - ix. In most cases our bill simply states the nature of the work and the amount of the charges (what is called a "gross sum bill"). On request we can provide an itemised bill. This can take a considerable time to prepare, depending on the size and complexity of the file relating to the work we have carried out for you. We may well find that the total is different from that in the gross sum bill, perhaps higher. We will charge for the time taken in preparing such a bill, although not necessarily at the maximum hourly rate that we charged for the actual work we have carried out for you.
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6. PAYMENT

- i. If we have to make payments to others on your behalf (disbursements) we will normally ask you for a deposit to cover them
- ii. All payments should be made to our clients account details which can be found on the accompanying Bank details form (not to be confused with the Clients Bank detail from where you provide us your details).
 - a. Our bank details will not change during the transaction and any notification they have done so should be brought to our immediate attention.
 - b. We do not accept nor send bank details by any means other than by post, fax or in-person.
- iii. Unless it is a short matter, or you have public funding, we will usually send you bills at intervals or when the work done exceeds a set amount. If such bills are not paid, we have the right to stop acting for you and to deliver a bill for all work done. Payments on account will not be spent until disbursements have to be paid or a bill is delivered.
- iv. Bills are payable within thirty days unless otherwise specified. We will charge interest at 4% above Barclays Bank base rate on any bills not paid within one month of delivery, or, if higher, at the

County Court rate or rates applicable during the relevant period, and in the case of commercial business clients at the rate and with the penalties authorised by the Late Payment of Commercial Debts Act 1998. We may do so even if we agree to wait longer for payment. In the case of non-contentious business our authority to charge interest on the outstanding amount of any bill is Article 5 of the Solicitors (Non-Contentious Business) Remuneration Order 2009

- v. If we hold funds on your behalf, we may withdraw from them: sufficient for costs, disbursements and VAT.
- vi. Please note that we will always require time to clear cheques before being able to use money provided to us by you. Direct transfers into our Client Account may be preferable, but even they may need to be checked as in some cases the paying Bank may have a right of recovery. **Please therefore allow 7 working days between the first day on which we can bank your cheque, or you made payment via card and the event for which you have paid us the money.**
- vii. In residential conveyancing and some other cases, we may deliver a bill before, on, or after completion and in any case we have the right to refuse to conduct any further work of any nature if payments required by us and properly notified to you are not up to date.
- viii. Breach of any payment terms agreed with you may result in us stopping work which in some cases could have very serious consequences for you. Therefore, please discuss with us as soon as practicable any payment problems. Any amendments must be agreed in writing. We may make a charge if a cheque is stopped, or a payment made into client account other than in accordance with an agreement
- ix. We may require security for costs e.g., a charge on your house or a Solicitors undertaking to pay from the sale of a property in which you are involved.

7. RESTRICTIONS ON MEANS OF MAKING PAYMENTS TO, OR RECEIVING PAYMENTS FROM, YOU.

- i. We cannot accept payments of over £500.00 in cash (except in settlement of costs) for insurance reasons.
 - a. We may charge you for the time involved in counting excessive cash & coins.
 - b. Cash needs to be counted by two members of staff and there may be a delay before they become available.
 - c. Cash should not be treated as an immediate payment and funds will not clear for use on your matter for 2 business days.
- ii. We can accept, from named clients only:
 - a. Transfers direct to our Client Account (which may not be treated as cleared funds) provided
 - 1. We have prior notice with details of the account from which money will be received by way of a completed 'Client Bank details form' which is included with your letter of instruction pack.
 - b. Bankers Drafts
 - c. Building Society cheque or your own cheque
 - 1. Cheques should not be treated as an immediate payment and funds will not clear for use on your matter for 7 business days.
 - d. Payment via accepted debit/credit card providers, up to 2000.00 GBP
 - 1. We accept VISA, JCB, Mastercard, Mastero, Diners Club & Discover
- iii. Card payments can be made in a number of ways, but the client must use their own card and it must be registered at their current address.
 - 1. On our website - <https://www.thurstanhoskin.co.uk/make-a-payment/>
 - 2. You can pay by card over the telephone - 01209 213 646
 - 3. In-person at our Redruth or Hayle office
- b. International transfers of funds have additional restrictions.
- iv. Unfortunately, we cannot accept payment by American Express.

- v. When sending funds on behalf of a client there must be a legal reason for this as regulations stipulate, we cannot act as a Banking service.
 - a. We will therefore only return any due funds to the account detailed on your 'Client Bank details' form supplied at the beginning of your transaction along with your letter of instruction.
 - b. Where payments returned are over 25,000.00 GBP there will be an electronic money transfer fee of 25.00 GBP Plus VAT.

You have the right to have your bill assessed (i.e. the amount of the bill approved) by the Court under Sections 70, 71 and 72 of the Solicitors Act 1974.

8. INSURANCE OF COSTS

In some cases, it is possible to take out insurance to help protect you should you be ordered to pay the costs of another party. If you would like to know more about this, please specifically ask us.

9. ARE YOUR COSTS PAYABLE BY ANOTHER?

Please check all your insurance policies and your membership of organisations e.g. motoring organisations to see whether you have any existing contract which would result in your costs to us being paid by someone else. If there is any such cover then please inform us and that insurer or organisation immediately as otherwise you may lose the benefit of such cover. We no longer offer any form of Legal Aid. Any insurance company of any other person paying your costs may wish to control your case.

10. CLIENTS' MONEY

We pay all monies which belong to clients into a Client Account at our bank and we will credit you with the interest earned on it in accordance with the Solicitors' Account Rules applicable at the time. Interest will be paid on sums where we have held the total funds for a minimum of 90 days and subject to the retention of the first 75.00 GBP. Where the payable interest totals over 1,999.99 GBP an administration fee of 25.00 GBP + VAT (30.00 GBP Inc. VAT) will be deducted from the amount.

These payments are subject to the same terms as any other payment made by us to you or on your behalf. We refer you to information under point 2 'limitation on our financial liability' at the head of these terms for further information on interest rates.

11. INSURANCE AND FINANCIAL ADVICE AND REGULATION OF THE PROFESSION GENERALLY

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body of the Law Society. We have professional indemnity insurance cover with W R Berkley Syndicate Management Limited (Syndicate WRB 1967), 14th Floor, 52 Lime Street, Langbourn, London, EC3M 7AF to cover our activities in England & Wales. The limit of £3,000,000 and the details including the policy number are displayed in reception and on our website - <https://thurstanhoskin.co.uk/about-us#our-insurers-and-operating-policies>.

The Solicitors Regulation Authority rules are available at www.sra.org.uk/solicitors/code-of-conduct.page
We are not regulated/authorised by the Financial Conduct Authority. However, we are included on the Register maintained by the Financial Conduct Authority so that we can carry on Insurance Mediation activity which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by The Law Society. The Register can be accessed via the Financial Conduct Authority website at www.FSC.org.uk/register

On request, we will introduce you to an independent and authorised organisation for investment or insurance advice.

WE ARE NOT SPECIALIST FINANCIAL ADVISERS. WE CAN ONLY ADVISE IN GENERAL TERMS AND WHEN APPROPRIATE IN CONNECTION WITH ANOTHER MATTER.

WE DO NOT ACCEPT COMMISSIONS FROM ANY INSURANCE COMPANY OR ADVISER.

12. CONFIDENTIALITY AND THE GENERAL DATA PROTECTION REGULATIONS

Although there are exceptions, the profession has always been obliged to keep your information confidential. The General Data Protection Regulations (GDPR) go into the subject in some detail. We comply with those obligations. Please see our enclosed notice relating to them. The main objective of the GDPR seems to be to restrict the ways in which some organisations have been selling information which their customers or staff might have considered confidential. Other organisations buy such information for marketing purposes. We do not sell or give away any such information for marketing or any other such purpose, other than to provide the required services for you and for our business development as allowed by the legislation. We will store information about you and retain it after your matter has completed as we are required to do by Law. We do not encrypt emails and as such the risk of interception remain, if you do not want us to send your PII (Personally Identifiable Information) or transaction data to you by email, you must inform us in writing to our registered address, we may still send this data to transaction related third parties by email.

You have the right under GDPR, as described in our GDPR statement to access the data which we hold or to request its destruction, this is subject to all other relevant legislation and regulation which requires us to keep or withhold certain data. It is important that you understand that this is an important part of the terms on which we provide services to you.

If you do not understand or agree to the processing of your data in line with our Privacy policy please let us know immediately and do not sign this document. Signing this document confirms you understand our privacy policy and consent to the processing of your data by us.

Where a change to our Privacy policy occurs you will only be informed if it affects the processing of your transactions data, we therefore suggest all clients check for updates on our website periodically <https://www.thurstanhoskin.co.uk/privacy/>

Where there is a change to third party data processors, we will aim to give you a grace period to consider the change before your data is passed to the new third party. However, this is not a legal requirement in all situations and may not always be practical or possible without delaying your transaction at a critical time. You only have the right to deny the processing of your data where there is not a legal requirement for the processing or when it is not required to fulfil our contractual agreement.

13. TERMINATION

You may terminate your instructions to us in writing at any time, subject to our need to be able to satisfy any undertakings we have given in connection with your matter, this does not absolve you of any other requirement with regard to payment for works already undertaken. We will be entitled to keep all your papers and documents while there is any money owing to us for our charges and expenses.

In case of emergency, we would attempt to co-operate as fully as possible with any other Solicitors instructed by you. We reserve the right at any point before or during your instruction to refuse the instruction. If we have to decide ourselves to stop acting then we will tell you in writing, with reasons where we can, and as soon as practicable. This can happen if a conflict of interest arises between you and another client; if you are unable to pay money on account as required; or if we are seriously concerned that the instructions you give us may not be in your own best interests or may conflict with our obligations e.g. professional obligations on Solicitors as Officers of the Court; a breakdown in the mutual trust between us and you, or some other reason such as bringing the firm or its staff into disrepute. In some cases, we would not be legally permitted to give a reason e.g. if there were a possible money laundering problem.

14. LIMITED COMPANIES AND OTHER OFFICIAL ENTITIES

Where our client is a limited company or other official entity “Company”, then the signing party/parties “Directors” shall be liable for our fees and disbursements in the event that the Company fails to pay them. Directors accepting our Terms of Business and signing our Letter of Instructions are doing so both in their capacity as directors on behalf of the Company and as private individuals. Directors signing on behalf of the Company are, in doing so, also stating they have the sole (or joint with all other signing Directors) authority to sign this Terms of Business and accompanying Letter of Instruction document on behalf of the Company.

15. STORAGE OF DOCUMENTS

- i. We make no charge for storage but may charge for making copies or for checking information on them for you. We may in rare circumstances make a charge for recovering documents from store and sending them to you.
 - ii. We will give you a written receipt which sets out more details of the terms on which we store those documents.
 - iii. Files (not Wills or Deeds) will eventually be destroyed by a confidential paper destruction service, usually after a minimum of 7 years (or 12 months in the case of abortive matters), but meanwhile are available to you on reasonable notice and your signature to these Terms of Business evidences your agreement to this. We may in rare circumstances make a charge for recovering an old file from store and sending it to you.
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16. RIGHTS OF THIRD PARTIES

Under the Contract Rights of Third Parties Act 1999, your instructions to us and our services to you confer no benefits upon a Third Party

17. DISCRIMINATION AND EQUALITY

We do not discriminate on any grounds under covered in the Equality Act 2010, including but not limited to race, religion, sexuality, gender, age or any other arbitrary criteria. We do not instruct experts or barristers who do so. We do not accept instructions from clients who want us to do so in connection with the work they request us to do. More information can be found in our Client Care Policy which can be requested in hard copy or viewed online - <https://www.thurstanhoskin.co.uk/our-operating-policies/client-care>

18. COMMUNICATIONS

We accept service by Post or Fax, Email is accepted with prior agreement and although the quickest and cheapest, some documents have to be provided as hardcopies, e.g. through the post or collected by you.

Due to the high volume of incoming emails at present, they are being treated as incoming post and will not be dealt with any quicker than letters received.

We use reasonable endeavours to ensure that our IT system is free of viruses and other problems. We cannot guarantee its security or confidentiality any more than we can guarantee the postal service.

All of our incoming and outgoing external calls are recorded and the data handled in line with our GDPR policy. If someone answers your telephone, we will usually assume that he or she is authorised to pass a message to you and will do so.

I agree to the terms set out in this document.

Signed _____ Dated _____
«LINKNAME_TITLE_1» «LINKNAME_FORENAME_1» «LINKNAME_SURNAME_1»

I agree to the terms set out in this document.

Signed _____ Dated _____
«LINKNAME_TITLE_2» «LINKNAME_FORENAME_2» «LINKNAME_SURNAME_2»