

## TERMS OF BUSINESS – RESIDENTIAL CONVEYANCING

### 1. Our Aim

Our aim is to offer the highest possible professional service whilst remaining cost effective, accessible and friendly. As a start we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services to you.

We will:-

- Represent your interest and keep your business confidential
- Explain to you the legal work which may be required
- Keep you informed of progress or, if there is none, when you are next likely to hear from us
- Try to avoid using technical legal language when writing to you
- Deal with your queries promptly and always to return your telephone calls as soon as possible

### 2. Our Hours of Business

The normal opening hours of our office are: - Hampton Court 9.00 am to 5.30 pm – Heston 9.30 am to 5.30 pm on weekdays. At the present time Heston does not have access for the disabled. However, appointments can be arranged at other times as can home visits where required.

### 3. Application of these terms

These terms of business will apply unless we agree in writing to any variation of these terms. These terms will apply throughout our dealings with you.

### 4. People responsible for your work

In Schedule 1 we tell you who will be responsible for your matter. At Bosworths we work as a team and that person may not do all of the work and may not be a solicitor. We will try to avoid changing the people who will carry out work for you, but if we do we will inform you of any change and who will now be responsible for your matter. However the ultimate responsibility for your matter is with James Osborne.


**5. The work we do**

We will carry out the work described in Schedule 2, or any further work required and agreed by us in correspondence. If we agree to carry out additional or further work (for example if in addition to carrying out the conveyancing on your sale or purchase, we deal with a Trust Deed or Will for you we reserve the right to make additional charges for such additional work. If you are uncertain of the work we will do for you please let us know immediately.

We will not give advice on tax. You should obtain advice regarding taxation from an accountant. We are not authorised by the Financial Services Authority and therefore cannot give advice on your financial arrangements, as you should obtain such advice from a specialist financial advisor (such as the suitability of the arrangements for you or whether there are better products available) as you should obtain such advice from a specialist financial advisor. We will not give advice on proposed planning matters. If you have any specific proposals for the property (such as an extension or alterations) you should take specialist advice from a qualified surveyor/architect and communicate with the Local Authority direct before you commit yourself to purchase the property by exchanging contracts.

We will only carry out the legal work relating to your sale or purchase as described in Schedule 2. Please consult the person dealing with your work if you are uncertain about what work we will be carrying out for you.

**6. Charges and expenses**

We will charge for all forms of communications (letters, emails, faxes and texts etc) and making and receiving telephone calls in units of 6 minutes. Our charges for considering letters will be in units of 3 minutes. These charges are for routine communications and telephone calls – if they are particularly long or complex we will charge for time actually taken.

All time spent in attendance, preparation and perusal of documents and travel will be charged at the hourly rate. If your instructions require us to work outside normal office hours we reserve the right to increase the hourly rate. The hourly rates are reviewed from the 1<sup>st</sup> January each year. We will notify you in writing of any increase in rates charged by those dealing with your work. If you have any query about the revised rates please contact the person dealing with your work.

The hourly rate applied to your matter is £[                      ] (plus VAT)

In property transactions, in the administration of estates and in transactions

involving a large amount of money or benefit, we may base our charges on the time spent **and** by referring to the value element such as the consideration of the property, the size of the estate or the value of the financial benefit.

The value element reflects the importance of the transaction and responsibility placed on Bosworths. If the value element applies to your case, we will write to you separately.

There may be expenses, including payments we make on your behalf, which you will have to pay. These are usually called disbursements. VAT is also payable on certain expenses. We will require you to place us in funds before disbursements are incurred on your behalf.

We will inform you if a substantial amount of unforeseen work becomes necessary – for example due to unexpected difficulties, or if your requirements or the circumstances change significantly during the matter. We will also inform you in writing of the estimated costs of the extra work before incurring extra costs. Further we will notify you at not less than 6 monthly intervals as to the position as to costs.

We may ask you to make a payment on account of charges and or expenses before we start work on the matter. We may require further payments on account from time to time as the matter progresses. We will put these payments towards your account and will send you receipt. We will offset any such payment against your final bill, but it is important that you understand that your total charges and expenses will be greater than any advance payments. We reserve the right not to undertake any further work on your behalf whilst any bills may remain outstanding or if we are not placed in funds as required.

In the event of you instructing us to obtain for you a Home Information Pack, we may agree to defer payment of the same for a period of not exceeding three months. However, payment will become due immediately upon completion of the sale of the property, the expiration of three months or termination of instructions whichever may be the sooner. Until such time as payment is received by us, you nor any other person or persons shall not without our consent be entitled to use the Home Information Pack obtained on your behalf.

## **7. Bills**

In relation to property transaction, if there will be sufficient funds available on completion we will deduct our charges and expenses from the funds. If there will not be sufficient funds to pay all our charges and expenses, we will be entitled to require you to pay us enough money to cover them before completion; if you do not, we reserve the right not to complete the transaction which may then be delayed and you could then be in breach of contract and liable to pay compensation.

In relation to other matters, we will send you a bill for our charges and expenses when the work is completed.

Payment is due to us within 28 days of our sending the bill to you. If you do not pay within this time, we will charge you interest on it at 8% a year (or 3% above the base rate of the Bank of England, whichever is the higher) on a daily basis from the date of the bill.

If you have any query about your bill, you should contact the person dealing with your work straight away.

## **8. Payment of money**

We do not accept payment of more than £250.00 in cash. We are able to accept payment by credit or debit card in respect of our costs and disbursements only.

We cannot use money you send us until the payment has been cleared by our bank. For personal or business cheques you should allow at least five working days from the day we receive it for clearance. If this means we do not have cleared funds in time for completion of your transaction, completion may have to be delayed and you could then be in breach of contract and liable to pay compensation.

If upon completion there are sums of money due to you we will send these to you by cheque within two working days of the date of completion. If you require payment of such monies to be sent to your bank account, you must confirm this in writing with full bank account details and a bank transfer fee of £35.25 (including VAT) will be deducted from the net proceeds of sale. Please note that we will not be in a position to make payment of any monies due to you other than to yourself unless such payment is directly related to the transaction.

If these terms cause you any difficulty or you are concerned about their implication please contact the person dealing with your work as soon as possible.

## **9. Money held on your behalf**

Where we hold money on your behalf, we will place it on deposit with our bank unless the amount is small and/or we only expect to hold it for a short period.

We will pay you the interest earned while it is on deposit unless the amount of interest is less than £20.00. The rate of interest will usually be the Bank deposit Rate for withdrawals without notice.

The interest we pay you will not have income tax deducted from it so it will be your responsibility to include it in your income tax return and pay any income tax on it.

Any sums due to you following completion should be paid by us by cheque and will be sent to you within two working days of completion unless we advise you the contrary.

## **10. Money Laundering**

Solicitors are a Regulated Institute under the Money Laundering Regulations 2003 and all subsequent amendments, and we have to act strictly in accordance with those Regulations, and the Proceeds of Crime Act 2002. If therefore during the transaction we believe that there is any arrangement, or we have any reasonable suspicion of any arrangement that relates to the laundering of money, proceed of crime, or any criminal property then we have an absolute legal duty to report our reasonable suspicion to the National Criminal Intelligence Service.

We will keep all your affairs entirely confidential save and except where we have grounds to believe, or have reasonable suspicion of any breach of the Proceeds of Crime Act 2002. In those circumstances we will report the matter to the national Criminal Intelligence Service. It is on this basis that we agree to act for you, and by signing these terms of Business you agree to us revealing any information to the relevant authorities about your transaction and the arrangement/money that has given rise to the suspicion/report.

We will not be liable to you for compensation, damages, costs or interest that arise from any Report to the National Criminal Intelligent Service on the basis of our belief or reasonable suspicion of a breach of the regulation or the Proceeds of Crime Act 2002. We will only make such a Report in good faith and based on reasonable grounds, and no financial liability will accrue to Bosworths under these Terms of Business if such a Report is made, notwithstanding any costs, interest or expenses that may result from a delay in the transaction required as a consequence of The Report.

Bosworths place the utmost importance on the Money Laundering regulations 2003 and by signing these Terms of Business you are agreeing to us acting only in accordance with such Regulation and Proceeds of Crime Act 2002 and if necessary reporting you and the transaction where we feel appropriate. We cannot act on your behalf unless you sign the Terms of Business and agree to this specific Term. Further it is a requirement of the regulations that all clients provide formal identification. Therefore to enable us to act upon your instructions we will require proof of identification in the form of passport/photo driving licence together with a utility bill or some such similar document addressed to you at your

current address. This requirement applies to all clients. If you have any difficulty in providing the identification required please discuss this with us immediately.

### **11. Storage of papers and deeds**

After completing your work, we are entitled to keep all your papers and documents while money is owing to us.

On payment of all outstanding sums due to us, we will keep your file of papers (except for any of your papers which you ask to be returned to you) on the understanding that we have your authority to destroy the file six years after sending you our final bill. We will not destroy documents that you ask us to deposit in safe custody.

We do not normally make a charge for retrieving stored papers and documents in response to continuing or new instructions to act for you. However, we reserve the right to make a charge based on the time we spend on reading papers, writing letters or other work necessary to complete the instructions.

### **12. Termination**

You may terminate your instructions to us in writing at any time. For example, you may decide you cannot give us clear or proper instructions on how to proceed or you may lose confidence in our work.

We are entitled to keep all of your papers and documents while money is owing to us.

We will decide to stop acting for you only with good reason and on giving you reasonable notice.

If you or we decide that we will stop acting for you, then you will pay our charges on an hourly basis with expenses, or as stated in any separate correspondence.

Pursuant to the Consumer Protection (Distance Selling) (Amendment) Regulations 2005 you are advised that in the event of your instructions being received by telephone you have seven days from the date of those instructions to cancel this Contract (the Cooling Off Period). In the event of you instructing us to proceed within the Cooling Off Period, then you will no longer have the right to cancel the Contract between us within that period.

### **13. Raising queries or concerns with us**

We are confident that we will give you a high quality service in all respects. However, if you have any concerns or queries about our work for you, please take them up first with the person dealing with your work. If that does not resolve the problem to your satisfaction (or you would prefer not to speak to the person dealing with your work), please take the matter up with Andrew Pickard, Practice Partner.

All firms of solicitors are obliged to attempt to resolve problems that clients have with the service provided. It is therefore important that you immediately raise your concern with us. We value your instructions and would not wish to think you have any reason to be unhappy with our service.

In the unfortunate event of not being able to resolve your concerns at an early stage, please confirm in writing your concerns addressing your letter to James Osborne. Your letter will be acknowledged within two working days and at the same time you will be provided with a note of the complaints procedure to be adopted.

#### **14. Agreement**

Your continuing instructions will amount to your acceptance of these terms of business, but please sign and date the enclosed copy of these terms and return it to us immediately. Then we can be confident that you understand the basis on which we will act for you.

We hope that by sending this agreement to you we have addressed your immediate queries about the day to day handling of your work and our terms of business. However, if you have any queries, please do not hesitate to contact the person dealing with your matter.

#### **15. Dealing with others**

We will complete the Stamp Duty Land Tax forms on your behalf based on the information that you have provided us. However, the forms are effectively a Return by you to the Inland Revenue. The forms are therefore to be fully checked, verified and signed by you as confirmation of the full property transaction details to the Inland Revenue. We will assume that the forms that we have completed on your behalf are correct unless you advise us to the contrary, and you are confirming to the Inland Revenue in the forms that all of the information is correct and has been verified by you.

During the transaction we will deal with estate agents and sometime mortgage brokers. We will assume that you have no objection to us confirming the up-to-date position to any estate agent on your transaction, or any mortgage broker who acts on your behalf. If you do not require information to be passed to the estate agent or mortgage broker relating to your transaction please confirm at the outset.

## **16. Your Mortgage**

If you are buying a property and taking a mortgage loan we normally expect to receive instruction from your lenders to act on their behalf. If so, we will have to pass on to them information that you give us that might be relevant to their decision whether to finance the purchase. If you tell us things that you do not want the lenders to know and they are relevant to the lender, we may have to stop acting for the lenders and also for you.

We will decide to stop acting for you only with good reason and on giving you reasonable notice. See Section 10 above entitled 'Termination'.

We may ask your lenders to let us have the mortgage loan up to three working days before completion so that we have cleared funds before completion.

## **17. Joint Instructions**

If you are selling or buying a property in joint names, we will assume, unless we have written instructions from you to the contrary, that the instructions given by one of the parties selling or buying are instructions on behalf of you both. We will therefore assume that if we are given information on enquiries, completion dates, price reductions etc from one party, then that is confirming instruction on behalf of both of you. We will therefore act in accordance with such instructions and will assume that you are jointly and severally responsible for instructing us.

Where two or more people are selling or buying a property, each party will be required to sign the Agreement, transfer and Mortgage Deed individually. No other party can sign on behalf of joint seller or buyer unless a Power of Attorney has been executed by that person and we have been provided with an original or solicitors certified copy of the Power of Attorney.



