



**TERMS AND CONDITIONS OF BUSINESS**  
**CONVEYANCING**  
**1<sup>st</sup> September 2020**

The Council for Licensed Conveyancers is one of the regulators of Conveyancing firms. Professional Rules laid down by it require that clients of solicitors be informed by certain terms of business. Accordingly, this formal statement indicates the basis on which we carry out professional services on our behalf. We will use I/we/us/our for Clutton Cox Limited and any successor practice and any service company owned or controlled by or on behalf of the Firm or any of its Directors and you and your throughout.

**1. PLACES AND HOURS OF BUSINESS**

Our offices are located at Parliament House, 4 High Street, Chipping Sodbury, Bristol BS37 6AH, 12 The Plain, Thornbury, BS35 2BE and Arcade Chambers, 8 King's Road, Clifton, Bristol BS8 4AB. Our normal hours of opening are between 8:00 am and 5:15 pm weekdays at our Chipping Sodbury office, and 9.00am and 4.45pm weekdays at our Thornbury and Clifton office. Where possible please telephone after 9.30 am. This will contribute to the efficiency of procedures for the opening and circulation of the incoming post.

NB. Covid 19 restrictions apply to above office hours so please telephone for confirmation for latest information.

**2. PROFESSIONAL INDEMNITY INSURANCE AND "NO SALE NO FEE" OPTION**

- 2.1 We maintain a Professional Indemnity Insurance (copy available for inspection) to a total level of **two million pounds**.
- 2.2 **You** can also protect you against abortive fees (but not payments to third parties) if your sale or purchase should not proceed through no fault of your own. The total cost for this service is £60.00 plus VAT for a single transaction, £120.00 plus VAT for a sale and purchase and £50.00 plus VAT in all other cases.

**3. NON LEGAL MATTERS**

**3.1 Tax**

We are not qualified to advise you on the tax implications of transactions you instruct us to carry out, or the likelihood of them arising. This applies to Stamp Duty Land Tax

**3.2 Construction and Planning in property transactions**

We will not advise you on any construction or planning related matters, otherwise than by reporting to you on any relevant information provided by the results of a "local search".

**3.3 Property, Environmental and Mortgage**

It is not our responsibility to carry out a physical inspection of the property nor advise on the valuation of the property nor the suitability of the property nor any financial arrangements. We shall not advise generally on environmental liabilities where we shall assume, unless you tell us to the contrary, that you are making your own arrangements for any appropriate environmental survey or investigations.

We may, however, obtain on your behalf or on behalf of your lender, at your expense, an environmental search. However, we will not advise you about any issues relating to the possible contamination of any land. We have to tell you that we are not qualified to advise on the results of any search made in that respect and would only be able to report to you the actual results of such a search. This is particularly significant in respect of the potential liabilities that may arise at some future point in time as a result of land contamination or flood risk that are having increasing significance. If you have any doubts, please discuss your concerns with us.

If we are instructed on your purchase and we are also acting for your proposed lender, we have a duty to fully reveal to your lender all relevant facts about the purchase and the mortgage. This includes any differences between your mortgage application and information we receive during the transaction and any cash back payments or discount schemes that a seller is giving to you.

**4. FEES**

- 4.1 You should have received in writing a quotation for the fees for your transaction. Any additional fees are covered by our Fixed Fee Guarantee and detailed in our leaflet "Making it Clear". We may require you to provide money on account of costs in advance of work being carried out.
- 4.2 Where disbursements (payments made by us to third parties) are due on your behalf e.g. Search fees, Stamp Duty and Land Registry fees, we have no obligation to effect such payments unless funds have been provided by you for that purpose. VAT is payable on certain disbursements.
- 4.3 Our fees will be due at exchange of contracts and payable by or on completion.

**5. ARRANGEMENTS FOR PAYMENT OF FEES**

- 5.1 We shall send you our final account following exchange of contracts. We require payment by cheque at least 10 days prior to completion or if by Bank Transfer the day before completion for funds to clear in accordance with our professional rules. We shall deduct our fees where there is a balance due to you before releasing funds to you on completion.
- 5.2 In circumstances where we do not have the figures until just prior to completion we must ask for the funds direct into our client account. Our bank details are available upon request.
- 5.3 Where monies are to be paid to you on completion, unless specifically requested by you, the monies will be sent by cheque.



We charge a Bank Transfer and Admin fee of £42 incl VAT that will be payable if you request the funds to be paid directly to your bank account.

## **6. INTEREST PAYMENTS**

If we are instructed on your purchase, where you are borrowing part of the purchase price by way of a mortgage from a Bank or Building Society, we shall request your Lender to arrange the mortgage monies to reach us the day before completion. Please note that your Lender may charge you interest from the date of transmission of funds.

## **7. JOINT INSTRUCTIONS**

- 7.1 Where a property is jointly held or will be purchased jointly we may accept instructions from any joint owner or joint purchaser of the property and you will be bound by those instructions.
- 7.2 Each joint client irrevocably permits us to disclose to the other joint client/s any information which we would otherwise be prohibited from so disclosing by virtue of our duty of confidentiality. If any joint client ends this permission during the provision of the relevant Services, or if a conflict of interest otherwise arises between joint clients, we may suspend or terminate our instructions to one or more of the joint clients.
- 7.3 If any joint client asks us to transfer documents we will deliver to, or to the order of, the joint client who delivered them to us.

## **8. STORAGE OF PAPERS AND DEEDS**

- 8.1 We shall retain your file of papers for such a period as we shall deem appropriate in our absolute discretion.
- 8.2 We shall be happy to store your deeds here permanently for a one off charge of £60 inc VAT. This compares with Bank Charges commonly £30 per annum.
- 8.3 If we retrieve papers or documents from storage in relation to continuing or new instructions to assist in connection with your affairs we make a charge of £50 plus VAT payable in advance. We may also charge for reading, correspondence or other work necessary to comply with your instructions.

## **9. LIMITATION OF LIABILITY**

- 9.1 We have no duty to you or any other person to inform them of any changes in the Law or Practice occurring after the completion of a matter, and we shall not be liable for losses which arise out of any failure to do so.
- 9.2 Our services are provided to and for the benefit of you as our client and you alone. No other person may use or rely upon the Services nor derive any rights or benefits from them. The provisions of the Contracts (Rights of Third Parties) Act 1999 are to that extent excluded.

## **10. FINANCIAL SERVICES**

- 10.1 We are not regulated under the Financial Services and Markets Act 2000 to provide investment advice. We can not advise you on the relative merits of your chosen mortgage or insurance products nor whether the terms of those products are representative of those currently available in the market. You will need to take your Financial Advisor's advice if you have any concerns.
- 10.2 We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority to enable us to carry on insurance mediation activity (advising on, selling and the administration of insurance contracts).

## **11. TITLE INSURANCE, CONVEYANCING SEARCHES AND CONVEYANCING INTERMEDIARIES**

- 11.1 We will, where title issues are identified and are capable of remedy with title insurance (acceptable to your lender), implement what we believe to be the most expedient and cost effective solution.
- 11.2 We shall assume, in the absence of any specific request, that you are content for us to undertake our search enquiries on your behalf with such organisations that we consider appropriate. In the event that any third party search provider's search results prove to be inaccurate, your recourse would be via their insurance cover, and we will not accept any liability for the information provided.
- 11.3 Where you are referred to us by an Estate Agent with whom we have a business relationship, please note that we shall pay them up to £175 per transaction when you complete. This cost is a standard authorised charge that a law firm may make to attract business. Any advice that we give will be independent and you are free to raise questions on all aspects of the transaction.

## **12. DISCLOSURE REQUIREMENTS**

### **Quality Standards**

Due to our own internal quality standards, we are subject to periodic checks by outside assessors. This could mean that your file may be selected for checking, in which case we would need your consent for inspection to occur. All inspections are, of course, conducted in confidence. If you prefer to withhold consent, work on your file will not be affected in any way. Since very few of our clients do object to this we propose to assume that we do have your consent unless you notify us to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which we conduct on your behalf. Please contact us if we can explain this further or if you would like us to mark your file as not to be inspected. If you wish to withhold consent, please inform us in writing.

## **13. MONEY LAUNDERING**



- 13.1 We enclose a summary of the new Money Laundering Provisions. Please don't take it personally, but we are obliged to have such procedures in place. Please co-operate, even where we have dealt with you previously. Please let us have the required information as soon as possible. We cannot begin to act for you until these have been received. We will carry out an online check but will also require from you photographic evidence. We are also obliged to report any suspected money laundering activities or offences.
- 13.2 Under the provisions of the Proceeds of Crime Act 2002 ("POCA"), we may be required to make a report to the relevant authorities if at any time we become aware of or suspect (whether from you or any other person) the existence of the proceeds of crime in relation to any Services we provide for you. Our obligation to make such a report will, in certain circumstances, override our duty of solicitor/client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make such a report.
- 13.3 We may terminate the provision of any Services to you, or be instructed to do so by the relevant authorities, if you fail to comply with your obligation to provide evidence of identity or we suspect that you or any other party connected with you or with the Matter is involved in activities proscribed by POCA.
- 13.4 We cannot be held accountable to you for any delay or loss which may occur as a result. We are only able to accept cash to a maximum of £500.

#### **14. GENERAL DATA PROTECTION REGULATIONS (GDPR)**

Under the new GDPR effective from 25<sup>th</sup> May 2018, we advise you that your details are held on our client database. We will NOT supply your personal data to third parties unless required to do so by law e.g. Anti-Money Laundering Regulations. We may, from time to time, after completion of your matter, send you information which we think will be of interest to you. You can at any time inform us that you no longer wish to receive information from us.

#### **15. TERMINATION**

- 15.1 You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses.
- 15.2. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if applicable, you may have the right to cancel the contract between us within 14 working days after the date you make the contact with us, or if later, the date on which you receive information from us about your right to cancel, unless you sign below to confirm you consent to start work.
- 15.3 If, whether through a change in circumstances or otherwise, we find that we have agreed to provide Services to you in circumstances which give, or could give, rise to a conflict of interest we will discuss with you how to deal with the conflict and may, be obliged to stop providing Services to you and/or to all other clients affected by the Conflict of Interest.

#### **16. PROPORTIONATE LIABILITY**

If you accept or have accepted any express exclusion and/or limitation of liability from any of your other professional advisers, our total liability to you arising out of the Services will not exceed the net aggregate of the amount for which we would otherwise have been liable after deducting any amount which we would have been entitled to recover from such adviser as a matter of law whether pursuant to statute or otherwise, but are prevented from doing so as a result of any such exclusion and/or limitation of liability.

#### **17. LOSS OF PROFIT**

We shall not be liable for any indirect loss or damage or any loss of profit, income, production or accruals arising in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance).

#### **18. EQUALITY AND DIVERSITY**

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. We will not discriminate in the way we provide our Services on the grounds of age, disability, gender re-assignment, marriage and civil partnerships, pregnancy, maternity, race (including colour, nationality including citizenship ethnic or national origins), religion or belief, sex, sexual orientation.

#### **19. CONSUMER PROTECTION REGULATIONS (CPR)**

- 19.1 The Consumer Protection from Unfair Trading Regulations (as amended) regulate transactions between traders and consumers and prohibit trading practices that amount to unfair commercial practices and misleading acts and omissions. Neither You, the client, or Us, your legal representative, must mislead a buyer or tenant either by providing incorrect or ambiguous information, or by omitting to provide material information about the property You are selling.
- 19.2 Certain information will be revealed through searches and other enquiries of public databases, surveys and valuation reports. However, You must disclose to Us any known defects and other material adverse matters relating to the property known to You and failure to do so may mean that, in certain circumstances, the buyer or tenant would have rights of redress against You.  
We encourage You to make all known disclosures as early in the transaction as possible to prevent delays.
- 19.3 If We become aware of any such existence of material information, and You decline to authorise disclosure to the buyer or tenant, then We would have to consider whether it was possible to continue to act for You as the CPR's impose a duty to act fairly towards You as Our client and also towards third parties, especially those that are unrepresented.

#### **20. COMMUNICATION**



- 20.1 We shall communicate with you at the postal and email addresses and the telephone and fax numbers which you publish unless you ask us to use other addresses and numbers. You will notify us if you regard any communications from us as particularly confidential and the means by which you require us to make such communications and we shall have no liability to you arising out of your failure so to notify us.
- 20.2 Subject to any notification you may make to us under the previous paragraph, we shall not be required to encrypt, password-protect or digitally sign any email, or attachment, sent by us. We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of e-mails, including any attachments. We shall not be responsible for the effect on any hardware or software (or any loss or damage arising from any such effect) of any e-mails or attachment which may be transmitted by us (save to the extent caused by our negligence or wilful default).

**21. SERVICE QUALITY**

If any difficulty or unhappiness should arise relating to any aspect of the matter or about our fees you should in the first instance raise this with the person dealing with your transaction. If that person fails to resolve matters in a satisfactory manner then you should write to us and address your comments to the Directors who will respond to your concerns within 14 days.

If you are not satisfied with the outcome of our complaints procedure you may refer your concerns to the Legal Ombudsman at PO Box 6806, Wolverhampton WV1 9WJ. enquiries@legalombudsman.org.uk. The Legal Ombudsman's time limits for accepting a complaint are six years from the date of act\omission or three years from when the complainant should have known about the complaint. Where you have been provided with full information about your right to take a complaint to the Legal Ombudsman (as is the case here) you must make your complaint to the Ombudsman within six months from the end of our complaints process.

**22. RISK OF FRAUD**

Fraudsters may be actively targeting you. Using public wi-fi for emails and social media may make you more vulnerable.

Please note:

- 22.1 We will **NEVER** advise you of a new bank account by email under any circumstances.
- 22.2 We will similarly **IGNORE** any such email from you purporting to change your Bank details without formal verification.
- 22.3 We will use two levels of security to verify your details such as Royal Mail and telephone where you haven't provided details to us face to face.
- 22.4 Please be aware that faster online banking payments are not as secure or as easy to recall as CHAPS payments.

**23. YOUR INSTRUCTIONS TO US.**

- 23.1 I/We instruct you to begin work on my/our behalf straight away and do not require you to wait until the cancellation period, if applicable, provided by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 has expired.
- 23.2 Unless otherwise agreed, and subject to the application of then current rates, these Terms and Conditions of Business shall apply to any future instructions given by you to us.
- 23.3 Although your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of Business, it will be helpful if you will please sign and return one copy of them for us to retain on our file.
- 23.4 No changes to these Terms and Conditions will be made unless they are in writing to you.

**I/We have read, understood the Risk of Fraud contained in Clause 22 and accept the terms and conditions of business set out above and have received and understood the leaflets "Making it Clear" and "Getting the Best from Us"**

Signed..... Signed..... Date.....

**Clutton Cox Ltd**

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