

## Terms & Conditions of Business v.01/20

### For property matters relating to: Sale of Property

**Cavendish Legal Group is a trading name of O'Neill Patient Solicitors LLP, a company registered in England and Wales, with registered address at Chester House, 2 Chester Road, Hazel Grove, Stockport, Cheshire, SK7 5NT. The firm is authorised and regulated by the Solicitors Regulation Authority.**

These Terms and Conditions ("**Terms**") form the service contract between Cavendish Legal Group Limited ("Cavendish Legal Group") and you (the client).

By completing and returning our instruction form or letter of engagement either by post or electronically, or continuing to instruct us after receipt of these Terms, you are deemed to have accepted these Terms. We reserve the right to amend the Terms at any time provided we give you reasonable notice of the proposed change.

These Terms supersede any prior agreement whether written or oral.

#### **Definitions:**

**Consumer** (you, the client) – an individual acting for the purposes which are wholly or mainly outside that individual's trade, business, craft or profession

**Trader** (solicitor, Lawyer) – a person acting for purposes relating to that person's trade, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf

**Lawyer** – a person having the conduct of your file, whether acting personally or through another person acting in the Lawyer's name or on the Lawyer's behalf

**Service contract** - a contract under which Cavendish Legal Group supplies or agree to supply a service to you and you pay or agree to pay the price for our services

**On-premises contract** - a contract which is not an off-premises contract or a distance contract.

**Off-premises contract** - a contract will be off-premises if one of the following is true:

It is concluded in the simultaneous physical presence of us and you in a place which is not our business premises;

- i. An offer is made by you in the simultaneous physical presence of us and you, in a place which is not our business premises;
- ii. It is concluded on our business premises or through any means of distance communication immediately after you were personally and individually addressed in a place which is not our business premises;
- iii. It is concluded during an excursion organised by us with the aim or effect of promoting and selling services to you

**Distance Contract** - a contract concluded under an organised distance service-provision scheme where we and you are not both physically present

If the contract relates to 'off-premises' or 'distance selling' you have certain cancellation rights and these are laid out in the attached 'Instructions for Cancellation'. Should you wish to cancel please use the attached cancellation form.

We are dedicated to providing all our clients with a high quality service. We are also committed to constantly review the level of service in order to ensure that the service evolves, improves and that we respond to the changing needs of our clients.

### **What you can expect from us:**

- To act with integrity and in your best interests at all times
- To never allow our independence to be compromised in acting on your behalf
- To protect your money and assets when under our control
- To be offered a meeting with the person who will have the day to day conduct of your file
- To be informed of the name of the Partner who will have overall responsibility for your file
- To receive clear information on our fees from the outset
- To receive value for money
- To receive a prompt response to your letters, e-mails and telephone calls
- To receive clear advice in plain English and free of legal jargon
- We will review your matter regularly
- We will advise you of any changes in the law affecting your matter
- We will advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter

### **What we expect from you**

- You will provide us with clear, timely and accurate instructions
- You will provide all documentation required to complete the transaction in a timely manner
- You will safeguard any documents that are likely to be required for discovery

### **Our Working Relationship**

The appointment of a lawyer is an important decision and one which you should not take lightly. We are keen that you should get to know us and the way we work and encourage you to come and visit us so that we can meet face to face, even if you have no particular legal concerns at the time.

Communication is a key element in our being able to provide you a service of the highest possible standard. To this extent we will endeavour to answer or return your telephone calls the same day and written queries within 24 hours.

### **Your Lawyer**

You can rest assured that the Lawyer appointed to your file will have the relevant expertise and seniority to handle your file and we will advise you of their contact details and the contact details of the partner who will have overall responsibility for your file, although your first point of contact will always be the Lawyer appointed rather than the partner.

All our staff are competent in areas relevant to your needs. Our lawyers are kept up to date with recent changes in the relevant law and practice and all our staff are trained to try and make dealing with us as effortless and smooth as possible.

You can obtain a copy of the Solicitors Handbook on the SRA website:

<http://www.sra.org.uk/solicitors/handbook/welcome.page> .

### **Instructions**

When you instruct us in relation to a new matter, transaction or case, we will normally send you an engagement letter and subsequent letter or email confirming instructions. If you have instructed us before, we may not send you a formal engagement letter again but we will, in all cases, confirm your instructions and provide you with all necessary cost information. The terms of the engagement letter, supplemental letter and these Terms will together form the contract between us in relation to that matter, transaction or case. If you are arranging for any other person to pay our fees and expenses, you must ensure that they are aware of all the terms of the contract between us.

Where we are instructed by more than one person, firm or company to represent their legal interests, those instructions will be considered to be joint and several unless another arrangement is agreed in writing between us. By joint and several we mean that responsibility for communicating with us and for paying our fees rest with each of you individually as well as collectively. This also means that we are entitled to take instructions from one of you on behalf of each client.

## Initial Advice

We may agree to meet you on a "no obligation" basis if you are unsure about whether or not we will be able to help and would like to have an informal meeting before instructing us. This will need to be agreed in advance.

## Money Laundering Regulations

Money Laundering is defined as "the process by which the identity of the proceeds of crime and the true ownership of the proceeds is changed so that the proceeds appear to originate from a legitimate source".

Under the terms of these regulations we are required to establish satisfactory evidence of a client's identity (and sometimes people related to them) as soon as reasonably practicable after accepting instructions. This is because solicitors, who deal with money on behalf of clients, can be used by criminals to launder money.

We ask you now to provide evidence of your identity.

## Proof of Identity

We may need to validate your name, address and other personal information supplied by you during your transaction. We may also use electronic checks of financial, public and electoral roll records to validate name and addresses and other personal information and charge you for these checks. By accepting these Terms you authorise Cavendish Legal Group to carry out these checks if we deem necessary. In performing these checks personal information provided by you may be disclosed to a registered Credit Reference Agency, which may keep a record of that information. You can rest assured that this is done only to confirm your identity. A credit check is not performed and your credit rating is not affected. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act 1998.

Documentary proof of your identity will need to be ascertained as follows: -

- One document must contain a photograph and your signature
- The second document must show your address and be less than three months old

If you are unable to attend our offices in order to prove your identity, you must seek assistance from a person who is regulated under the Money Laundering Regulations in this respect: an Accountant, High Street Bank Manager, Regulated Financial Advisor or Regulated Solicitor may be able to assist you in this respect.

## Identification Procedures for a Company

Documentary proof of a company's identity will need to be ascertained as follows:-

- Copy of the company's certificate of incorporation
- Copy of the company's List of Directors
- Copy of the company's List of Shareholders
- Details of the company's registered address

We can obtain these by way of a company search or, if you have the documents to hand, the cost of the search can be saved by you providing them direct. Should you require us to obtain these documents, we will charge the sum of £45.00 plus VAT. The actual cost to this firm as a disbursement is £6.00.

- Evidence of identity of at least one relevant individual from the company (the company secretary and/or either a director, significant or influential shareholder). Evidence is required of both an individual's name and address. You should provide one document (a certified copy) from each of these categories:

### Evidence of name

Current passport  
Current driving licence  
Current identity card

### Evidence of address

Recent bank statement  
Recent utility bill (not mobile phone bills)  
Any form of evidence not been used as evidence of name

- In addition, where one of the company's shareholders owns 25% or more of the company's shares, we must also take the appropriate steps to verify their identity, and this applies both to individual and corporate shareholders. Consequently, you will need to tell us if the company has a shareholder that falls into this category, and ensure that they provide the relevant information to us.

It may amount to a criminal offence for us to accept your instructions without proof of your identity, hence our insistence in this respect. Should you require any additional information, please do not hesitate to contact us.

## **Conflicts of Interest**

In your interest and to avoid a potential conflict of interests, you should ensure that the Lawyer responsible for your matter on a day to day basis is advised of your full and correct name as soon as possible.

In the case of corporate clients you will be asked to provide the Limited Company's registered office address and Company Registration Number.

In the case of partnerships the names of the partners or members and the business address.

All material information in relation to a matter should be given at the earliest opportunity to the Lawyer responsible so that we can check that we are not prevented from acting for you because of earlier instructions from another interested party.

Conflict of interest can arise between two or more of our clients, or between us and our current clients. We can never act where there is a conflict, or a significant risk of conflict, between us and our client. If there is a conflict, or a significant risk of a conflict, between two or more of our current clients, for instance where we have more than one current client and we owe different duties to act in the best interests of those clients in the same or related matters, then we must not act for all or both of our clients.

We will always inform you if there is a conflict or potential risk of conflict of interest arising.

## **Confidentiality and Disclosure obligations**

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, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisors. You have a right of access under data protection legislation to the personal data that we hold about you.

Confidentiality is the cornerstone of our relationship with you. As well as being a core principle under which we operate, it is a legal requirement ensuring that we can be open in all your discussions with us in the knowledge that they are entirely confidential.

Sometimes we must make enquiries of you as to the purpose of the work you have asked to carry out and the source of any money you intend to send to us.

We will only disclose information given to us by you if you agree to us doing so or we are compelled to disclose it by Court order or other legal requirement such as the provisions of The Proceeds of Crime Act 2002 or other statute relating to money laundering or tax.

In certain circumstances we may be required by statute to make a disclosure to the National Crime Agency (NCA) where we know or suspect that a transaction may involve a crime such as money laundering, drug trafficking or terrorist financing. If we make a disclosure in relation to your matter we may not be able to tell you that such a disclosure has been made. We may even have to stop work on your matter for a period of time and may not be able to tell you why.

Solicitor client privilege dictates that a solicitor shall not divulge any information in relation to a client's affairs to any Third Party. In certain circumstances it will be necessary for us to divulge privileged information to relevant Third Parties such as Mortgage Lenders, Introducers, Estate Agents or other interested parties.

By instructing Cavendish Legal Group you are waiving the Solicitor/Client privilege and confirming that Cavendish Legal Group may utilise their absolute discretion in disclosing any information to any relevant Third Party in relation to your transaction. This includes the copying and display of correspondence and all associated information by way of letter, telephone and electronic communication, which includes the display of progress information in relation to your property transaction on third party case tracking websites.

External firms or organisations may conduct audit or quality checks on our practice. These external firms or organizations are required to maintain confidentiality in relation to your files.

Where we are acting in a Property Transaction and there is a lender involved for whom we also act we will have a duty to fully reveal to your lender all relevant facts about your purchase and mortgage. This includes:

- Any differences between your mortgage application and information we receive during the transaction
- Any cash back payments or discounts schemes that a seller is giving you

### **Use of other professionals**

We may arrange with your agreement for other professionals to assist with your case when needed. These may be, for example, barristers, surveyors, interpreters or enquiry agents. Although we will take great care in selecting the appropriate professional, we cannot be responsible for their conduct of matters which are under their control.

### **Equality and Diversity**

We are committed to eliminating discrimination and promoting equality and diversity in our own policies, practices and procedures and in those areas in which it has influence. This applies to our professional dealings with clients, staff, other solicitors, barristers and third parties. We do not discriminate on grounds of race, gender, sexual orientation, religion, age, marital status or disability in the provision of our services, when instructing counsel or other experts or deciding whether or not we are able to accept client's instructions.

### **Change of Address**

Any change of address should be notified to us as soon as possible. Otherwise we will write to you at the initial address notified to us by you unless notified otherwise.

### **Plain English**

We aim to provide clear, jargon free advice. Our staff is encouraged to communicate, whether by letter, email or telephone, in a concise and straightforward way.

### **Hours of Work**

The formal opening and switchboard hours are 9.00 am to 5.00 pm, Monday to Friday. Conscious to the needs of our clients, however, we will try to be flexible and offer appointments outside of the normal office hours Monday to Friday.

All our lawyers have direct telephone lines that operate outside as well as during switchboard hours.

### **Personal Attendance at our offices**

For the benefit of all our clients it is essential that we operate an appointment system for seeing clients.

Please do not hesitate to telephone to make an appointment to see your Lawyer. **We regret that we are unable to see you without an appointment.**

### **Continuing Client Care**

We believe in continuous improvement and encourage feedback from clients. If you feel that there is any way that we can improve our service to you then please let us know.

We often send a questionnaire to and/or telephone clients on completion of a matter asking for comments, good or bad about our service.

### **Critical dates**

Once your matter, transaction or case is completed, we cannot accept any on-going responsibility for reminding you of critical dates relating to matters such as rent reviews, lease renewals, the exercise of options or the service of notice within time limits unless we have current and specific written instructions from you to deal with them prior to the critical date.

### **Wills, deeds, papers and documents**

If we store any of the above by agreement with you we may make a charge to cover our administration costs. Most files are now archived electronically and we reserve the right to make a charge for providing information or copies from the archived file. Our charge may be for:

- Time spent producing stored papers that are requested

- Reading, corresponding or other work necessary to comply with your instructions in relation to the retrieved papers

After completing the work, we are entitled to keep all papers and documents while there is money owing to us for our fees and expenses relating to the matter.

Should a Will or other legal document be signed anywhere other than at our premises we will provide you with the necessary information as to how the document is to be signed and witnessed. If you fail to act on the written directions which results in the document becoming defective, we accept no liability for any consequences which stem from such defects.

Once the work on your matter has been fully completed, your file will be closed and archived. Any original documents held by us will be returned to you. The file will be scanned electronically and kept on our database for a minimum period of 6 years.

### **Copyright and other intellectual property rights**

Unless otherwise specifically agreed in writing we retain the copyright and other intellectual property rights in all written or other materials supplied to you. In the event that materials prepared by us are passed on to or are disclosed by you to third parties, then you are liable for the payment of proper professional charges for their use and all expenses or losses incurred in enforcing our intellectual property rights.

### **Financial Services**

We are not authorised under the Financial Services and Markets Act 2000, but we are able, in certain circumstances, to offer a limited range of investment and mediation services to you because we are regulated by the Solicitors Regulation Authority. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.

The Law Society 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.

We are included on the register maintained by the Financial Conduct Authority (FCA) so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. The register can be accessed via the FCA website at <http://www.fsa.gov.uk/register/epfSearchForm.do>.

Complaints and redress mechanisms if something goes wrong are provided through the Solicitors Regulation Authority and the Legal Ombudsman. The timescale for referring a complaint to the Legal Ombudsman and their contact details are set out under "Complaints".

### **Fees Information**

We aim to provide you with value for money and the best possible information about the likely cost of work both at the outset and during the progress of your matter.

### **Basis of Charging**

Except in the case of Conveyancing work generally, our fees are calculated based on the amount of hours or part hours that we work on your file. All time spent is recorded and we operate a system under which each hour is split into six minute units. Activities in respect of which time is recorded includes meetings, telephone discussions and correspondence, reading, preparing and revising documents, general consideration and research, travelling and the general supervision administration and care and control of your file.

As recommended by the Solicitors Regulation Authority we may also take into account other factors when calculating our charges including:

- complexity and difficulty of matter
- specialist knowledge and responsibility involved
- value of transaction
- urgency

### **Quotations**

Where a fixed price quotation for work is given, this will be based on your initial instructions. However the nature of legal work is such that sometimes it becomes necessary to undertake additional work not originally envisaged by your initial instructions. Any such additional work will be charged in accordance with the criteria or set fees as outlined below unless otherwise agreed with your Lawyer.

## Value Added Tax

VAT will be charged on all our fees at the prevailing rate.

If you are VAT registered we will, on request, supply you with copies of any invoices for disbursements where VAT has been paid so you can reclaim the VAT.

## Review

The hourly rate we apply to the time spent on your matter will be reviewed annually with effect from 1 May each year. If we intend to apply this review to your matter we will advise you in writing.

## Disbursements

From time to time we may be required to pay expenses on your behalf to third parties. These are called disbursements and may be, for example, court fees, Stamp Duty Land Tax, Land Registry fees, Property Search fees, barristers' fees, expert witness fees, courier's fees etc. We may require you to let us have sufficient funds to cover these in advance. In the case of a conveyancing transaction, it will not complete unless we have cleared funds for all disbursements that you are due to pay before or after completion.

## Ongoing Information

We will tell you when and what disbursements and foreseeable payments may have to be made. We will supply such general information as we are able, in order to ensure that you are kept informed of any likely changes as the matter proceeds. If an estimate is given, we will inform you as soon as it becomes apparent that it is likely to be exceeded.

## Conditional Fees

If we enter into a conditional fee arrangement with you either before or after you receive these Terms the terms of the conditional fee agreement also form part of our contract with you.

In the event that there is any inconsistency between these Terms and the conditional fee agreement and/or any engagement letter and or subsequent letter or e-mail, the terms of the conditional fee agreement will prevail.

## Electronic Identification Checks

This firm will carry out electronic ID checks to verify your identity.

In addition, to guard against property fraud, we will also use the following Electronic ID verification during the course of your transaction:

- **"Lawyer Checker"**, which is an online service providing risk management solutions to the conveyancing industry. This check will allow us to gather further information on the Conveyancer to which we are sending money and to enable us to better assess the risks associated with transferring funds throughout the property transaction.
- **"Client Checker"** This online check allows us to gather further information on the bank account to which we are sending money to or receiving money from.

An administration fee totalling £35 plus VAT at the prevailing rate will be charged by us for preparing and administering these checks. The costs for checks carried out will be payable by you regardless as to whether or not your property transaction proceeds to a successful conclusion.

It may amount to a criminal offence for us to accept your instructions without proof of your identity and hence our insistence in verifying an individual's credentials. Should you require any additional information, please do not hesitate to contact us.

## Interest on invoices

Fees, disbursements and VAT are due on the delivery of our invoice without any deduction by way of set-off, counterclaim or otherwise.

In the event that a balance due from you remains outstanding for more than 7 days following the date of the invoice, we reserve the right to charge interest on the outstanding balance from the date of the invoice to the date of final and complete payment including any surcharges and accrued interest, at the rate specified in The Late Payment of Commercial Debts (Interest) Act 1998.

We shall charge an administration fee of £100 plus VAT to cover the initial basic costs of recovery. Interest will be payable at the rate of 15% APR in relation to all sums outstanding from the date requested to the date of final and complete payment including any surcharges and accrued interest. Any further legal costs incurred for recovery of an outstanding balance will be charged at our Hourly Charging Rate.

### Payments made by you

If we require funds from you (for example, in respect of our fees on behalf of your costs or costs for another party or damages payable), then we would request that payment be made to us by electronic telegraphic transfer from your bank to our bank or by a personal cheque drawn from an account in your name.

### Credit Card Payments

We will accept Credit Card payments in relation to disbursements and outstanding monies which are due from you up to a maximum of £500 in any one transaction. Credit Card payments will take up to three days to clear into our account.

Please note if paying by a credit card, there will be a small additional charge added for the bank charges incurred. In case of a MasterCard or Visa payment, this charge will be 1.5% plus VAT.

Please note that WE DO NOT ACCEPT payments by AMEX.

### Important notes regarding payments

WE DO NOT ACCEPT CASH OR BANKER'S DRAFTS NOR PAYMENTS MADE BY A THIRD PARTY. Any payments received from you must be supported by an official copy of a Bank Statement showing that the monies have come from an account in your name. Internet Bank Statements must show the official Bank logo and contact details and also your full name and Account Number for these to be accepted by this firm.

Any payment made by a third party into our bank account will be immediately rejected.

### Interest

Our overriding responsibility is to keep your money safe and available for the purpose for which it was provided.

We hold client money in a general client account and we will account to you for any interest earned on cleared funds held on your behalf. We will not account to you where the interest earned is **£50** or less and, where the interest exceeds this amount, we reserve the right to deduct an administrative charge for calculating interest due. Where the interest is less than the administrative charge, no interest will be paid to you and our administrative charge will be reduced to equal the interest earned. In calculating interest due we will assume ten working days are taken to clear cheques with interest credited from the seventh day onwards.

Payments received by BACS and Electronic Transfer will be treated as cleared funds from the day this firm's client account is credited with the funds.

Where we have asked you for funds to complete a transaction we reserve the right to refuse to complete the transaction in the absence of cleared funds.

Please bear in mind that when we hold money for you we are unlikely to receive interest from our bank comparable to the amount of interest that you can achieve if you deposited the money yourself.

In accordance with the Solicitors Accounts Rules our policy is to pay a reasonable rate of interest based on money at call on HSBC's "Business Current Account for Larger Organisations". This level of interest is reviewed annually on the 5th April each year.

### Objecting to our fees

As previously indicated you have a right to object to our invoice by raising the issue with us and if you are not satisfied with our response, by referring it to the Legal Ombudsman.

Alternatively you may have a right to apply to the Court for an assessment of our bill under Part III of the Solicitors Act 1974. If you exercise a right to have our costs assessed by the Court you cannot refer the issue to the Legal Ombudsman.

If the services we have provided relate to proceedings in a Court or tribunal, you may additionally be entitled to have the amount of our fees checked or assessed under Rules of Court or regulations applying to particular

proceedings, or under the inherent jurisdiction of the Court of tribunal before which the proceedings have taken or are taking place.

If any part of our invoice remains unpaid whilst you dispute it we may be entitled to charge interest as to which see above under "Interest on invoices".

### **Limitation of liability**

Under no circumstance shall Cavendish Legal Group or its Employees, be liable for any loss, damage, costs or expenses arising in any way from or in connection with fraudulent acts or omissions, misrepresentation or wilful default on the part of our client(s), the person, company, institution or their legal representative acting on the other side of this transaction / or our client(s) Directors, Employees or Agents.

We shall accept liability to pay damages for losses arising as a direct result of breach of contract or negligence on our part but the liability of Cavendish Legal Group and its Staff shall be limited in accordance with the limitations of our Professional Indemnity Insurance Policy which may vary from time to time.

### **Third Parties**

The 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.

The Firm alone will provide the Services and you agree that you will nor bring any claim whether in contract, tort, under statute or otherwise against any Partner, or any consultant to, or employee or agent of the Firm or any service company owned or controlled by or on behalf of any of the Partners and those Partners, consultants, employees and agents shall be entitled to rely on the terms of this agreement insofar as they limit their liability.

### **Undertakings**

Throughout the course of your matter it may be necessary for us to undertake to make certain payments or perform certain tasks on your behalf. For instance, we may be required to promise to pay search fees and/or transactional disbursements. By accepting our Terms you are confirming that you will be liable for any and all undertakings or promises made by us on your behalf and that you will make payment in respect of any outstanding balances immediately upon request in this respect.

### **Liens**

The Common Law entitles us to retain any money, papers or other property belonging to you which property comes into our possession pending payment of our fees, whether or not the property is acquired in connection with the matter for which the fees were incurred. This is known as a "general lien". We are not entitled to sell property held under a lien but we are entitled to hold property other than money, even if the value of it greatly exceeds the amount due to us in respect of fees.

If we are conducting litigation for you, we have additional rights in any property recovered or preserved for you whether it is in our possession or not and in respect of all fees incurred, whether billed or not. We also have a right to ask the court to make a charging order in our favour for any assessed fees (often referred to as "costs").

### **Professional Indemnity**

Our liability to you for a breach of your instructions shall be limited to £3,000,000 unless we expressly state a higher amount in the letter accompanying these terms of business. 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 opportunities. 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.

We are covered by Compulsory Professional Indemnity Insurance provided by:-

Howden UK Group  
One Creechurch Place  
London  
EC3A 5AF  
Tel: 020 7133 1200

Policy number: P18A295278P.

Full details of our PI Insurance Policy are available for inspection at our Head Office.

## Complaints

This firm is committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about the bill please contact the Lawyer who has the conduct of your matter in the first instance. In the event that you do not feel that this course of action is appropriate or has been exhausted you should send a BLANK email to [complaints@clglaw.co.uk](mailto:complaints@clglaw.co.uk) and in response you will receive a copy of our complaints procedure. Or write to:

Complaints Manager, Cavendish Legal Group, 188-190 Hoe Street, Walthamstow, London E17 4QH

We will look at any complaint promptly and with care and do all we can to explain the position to you. If we have given you less than satisfactory service we shall try and do everything reasonable to put it right.

We have eight weeks to consider your complaints. If at the end of the complaint process you are not satisfied with our response you can refer the matter to the Legal Ombudsman to consider the complaint. The contact details for the legal ombudsman are as follows:

You may write to: Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ

Telephone: 0300 555 0333

E-mail: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

Website: [www.legalombudsman.org.uk/aboutus/index.html](http://www.legalombudsman.org.uk/aboutus/index.html)

Normally you will need to refer a complaint to the Legal Ombudsman within six months of receiving a final written response from us about the complaint or within six years of the act of omission about which you are complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it).

### **A complainant to the Legal Ombudsman must be one of the following:**

- **An individual;**
- **A micro-enterprise as defined in European Recommendation 2003/361/EC of 6 May 2003 (broadly, an enterprise with fewer than 10 staff and a turnover or balance sheet value not exceeding £2 million);**
- **A charity with an annual income less than £1 million;**
- **A club, association or society with an annual income less than £1 million;**
- **A trustee of a trust with a net asset value less than £1 million; or a personal representative or the residuary beneficiaries of an estate where a person with a complaint died before referring it to the Legal Ombudsman.**

**If you do not fall into any of these categories, you should be aware that you can only obtain redress by using our Complaints Handling Procedure or by mediation or arbitration, or by taking action through the Courts.**

## Termination

You may terminate your instructions at any time (subject to these Terms) on notice in writing.

We may also withdraw from acting for you, but we will normally only do so for professional reasons or arising from your failure to comply with these Terms.

We will render an invoice to you which will become payable in accordance with these Terms for all work carried out up to or in consequence of the conclusion of our contract with you.

We may decide to stop acting for you only with good reason. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we should stop acting for you, you will pay our charges up until that point. These are calculated on an hourly basis plus expenses/by proportion of the agreed fee, as set out in these Terms.

## Right to cancel

**If your instructions have not been given in a face-to-face meeting you would generally have the right to cancel those instructions without any cost to you within 14 days of these written instructions being received by this firm. You may cancel the agreement by either delivering or posting a note to this office cancelling your instructions.**

You may ask us to commence work before the cancellation period expires, however we must not provide a service before the end of the cancellation period unless you have made an express request.

**You may not, however, cancel the agreement without cost to you once we have, with your permission, started to do work on your behalf. By signing and returning our letter of instruction you are agreeing for Cavendish Legal Group to act within the Protocol referred to above and to avoid any delay in the transaction, we may start work on your behalf straightaway and do not have to wait for the cancellation period to expire.**

#### **Right to cancel (off-premises and distance selling only)**

You have the right to cancel within 14 days starting the day after the date the contract is entered into. Your cancellation rights are laid out in the attached 'Instructions for Cancellation'. Should you wish to cancel please use the attached cancellation form.

## **Additional Terms & Conditions of Business and Advice**

By signing and returning Cavendish Legal Group's **Instruction Form** either included with these Terms or obtained electronically, you agree to these Terms & Conditions of Business.

### **Communications**

The contact details of the Lawyer who will have conduct of your file of papers are clearly expressed in the letter which accompanies this document or will be provided to you once we have received your confirmed instructions. You will be provided with a direct-dial telephone number and email address for your ease of reference.

Communication is a key element in our being able to provide you a service of the highest possible standard. To this extent we will endeavour to answer or return your telephone calls the same day and written queries within 24 hours.

It is imperative that you communicate with us direct in relation to key events and transaction time scales. Correspondence with other parties such as Estate Agents, Mortgage Advisors or other persons involved in the conveyancing process can often confuse matters and cause a breakdown in communication and information being shared between us.

### **Outsourcing Services**

Throughout the course of our instruction we may recommend the services of institutions and organisations that will be able to provide you with useful services and information. In this respect we are referring to Financial Advisors, utility service providers (power companies etc), insurance institutions, Search Providers, removal companies and a host of other service providers. Whilst we will utilise our best endeavours to ensure that the service provided by these institutions or companies is satisfactory, you will appreciate that we cannot accept any responsibility whatsoever as to the advice and information provided by them. These service providers do not act under our supervision and are independent organisations. The service providers that we recommend are not therefore underwritten by our Indemnity Insurance and are not regulated by our regulatory authority, the Solicitors Regulation Authority. It is imperative therefore that you ensure that you are satisfied that your chosen service provider has the requisite knowledge, experience, capability and appropriate insurance in place to fulfil your requirements in this respect. No responsibility is accepted by Cavendish Legal Group in respect of the quality of service or advice provided by any recommended service providers.

Should you not want to receive information and services from our recommended service providers, please provide us with your written instructions in this respect.

### **Costs**

We appreciate that clients are concerned about the costs of legal services. Due to the uncertainties of legal work it is often difficult to estimate our fees in advance. Please bear in mind that where an indication of charges is given in advance, this will be an estimate of charges. Indications of charges are given on the information available at the time and, on the assumption that the matter is not or does not become unusually urgent, difficult, protracted, complicated or time consuming.

An indication of the Basic Conveyancing Fee to be charged by ourselves for work undertaken in respect of your conveyancing transaction has been provided. Please note that the Basic Conveyancing Fee does not amount to a "quote" on our behalf and it is merely intended to act as an estimate of the likely legal charges to be incurred by you in relation to your property transaction.

### **Permitted Additional Charges**

The Basic Conveyancing Fee incorporates the charge to be made by Cavendish Legal Group in relation to the standard work required to convey your property. The following is a list of additional activity which falls outside the Basic Conveyancing Fee structure, for which Cavendish Legal Group will charge additional fees (as outlined below). Please note that the additional fees are estimated for guidance purposes only and may increase or decrease in accordance with the complexity and amount of work undertaken by ourselves in this respect.

Should it be necessary for us to undertake additional work in relation to your conveyancing transaction, any estimate which you have been given, or the Basic Conveyancing Fee, may increase by between £50 and £300. We will not contact you in advance of carrying out such additional work, unless you confirm in writing that you wish us to do so. This is in order to ensure that your property transaction proceeds as quickly as possible to completion. We will endeavour to inform you of situations whereupon additional charges will arise and provide you with an indication of the additional charges to be levied as soon as possible.

The following additional activity will be charged at the following estimated additional costs. Where variations exist between the costs of additional work, the actual cost of this additional work will be assessed upon the complexity of the work undertaken by ourselves and any agreement which we have with any Introducer of legal work as to the cost of our charges in this respect.

- **Additional activity** In the event that other legal documents or additional legal services are required or requested on the menu below, the following additional fees will apply in each instance. Please note that the prices quoted are estimates of our charges which may increase or decrease in accordance with the complexity or simplicity of each individual case.
- **Mortgage Offers** In respect of a Mortgage Offer that is amended or additional Mortgage Offers that are issued by the same Lender, a £30.00 charge will be made for each and every new Mortgage Offer where the Lender is the same lender as before. Where the Lender is a different lender, a £75.00 charge for every new Mortgage Offer will apply.

Administration in regard to split funds ( <i>see Note 1 below</i> )	£50
Leasehold fee	£150
General Power of Attorney	£185 (each)
Deed of Trust	From £350
Transfer of Ownership/Deed of Gift	From £350
Dealing with Occupier's Consent form	£75
Deed of Postponement	£150
Deed of Grant or variation of rights	£250
Deed of Guarantee	£200 - £500
Deed of Covenant	£100
Removal of a registered Caution	£95
Drafting or approval of an Assured Tenancy Agreement	£100
Mutual Deed of Covenant for flying Freehold	£250
Obtaining Copy Planning / Building regulation consent / dealing with Defects in Title	£50 *
Transfer of Business Loan Facility / Overdraft	£190
Dealing with Buy to Let Mortgages	£100
Transfer of Legal Aid Charge or other current loan	£190
Deed of Easement (to grant rights)	£200
Statutory Declaration, for Title rectification	£150
Deed of Assignment of Life Policy between policy holders	£200
Service of Notices of Assignment or Reassignment to Life Co	£50 each
Electronic Bank Transfer fees/Cheque Payment fees	£49 each
Cheque returned unpaid	£30
Cheque stopped at Customer request	£30
Stamp Duty Land Tax (completion of SDLT 1 Return)	£50-£100
Stamp Duty Land Tax (electronic submission to HMRC)	£49
Copy Title Deeds following completion / File Archive Fee	£30
File retrieval for you after Completion from Archive Storage	£50
Administering a retention on completion	£100
Purchase of Freehold reversion for a Leasehold property	£295
Dealing with Third Party Lawyers (eg on a matrimonial dispute)	£190
Arranging / Dealing with Indemnity Insurance issues	£50
Occupiers consent form	£95
ID checks where client is abroad	£250

\* Plus disbursements

VAT is applicable on all of the above additional fees

### Note 1

*When transferring your funds to us, this must be received via one transaction (usually referred to by your bank as a telegraphic transfer). We must inform you that any monies that have been split prior to being transferred to us, will incur an additional charge of £50 + VAT*

If the time between Exchange and Completion is less than 10 working days, then an additional charge of £175 plus VAT for an expedited completion will be added.

An additional fee, which depends on the complexity of the matter, plus VAT, will be charged in case where the following additional work is required:

- Key/Access undertakings
- Gifted deposit declaration

- Arranging/Dealing with approval of a deed extending/varying the Lease
- Licence to Assign

In the event that additional work is undertaken by ourselves which cannot effectively be described as falling into one of the above mentioned additional fee categories, additional conveyancing charges will be calculated at a rate of £185 per hour ("The Hourly Rate") plus a 10% proportion thereof in respect of each telephone call and letter made or received.

We will endeavour to provide you with information in advance in respect of any additional charges that may need to be levied.

Should you have any further queries with regard to the legal costs involved in your conveyancing transaction, please do not hesitate to contact us.

#### **Liability for costs**

Our invoice will be rendered and payment of our fees and disbursements including Stamp Duty Land Tax and Land Registry Fee is required before the completion date.

It is important to remember that notwithstanding any agreement reached with any Third Party in relation to costs, it is the primary responsibility of the client to discharge our fees in respect of the transaction and our invoice will be addressed to you, the client. When the client comprises more than one person, liability for our fees is shared between those persons on a joint and several basis so that we may seek recovery from any one or more of those persons notwithstanding any agreement reached between them in relation to costs. VAT will be added to our professional charges at the rate that applies when the work is dealt with.

#### **Payments on Account**

In the event that you have already provided us with your payment on account, please disregard the following information.

It will be necessary to obtain certain documentation from third parties such as the Land Registry and search providers in order to process your transaction. These third party costs (disbursements) will need to be paid for in advance.

Payments on account may be made in the following ways:-

- Payments by cheque should be made payable to Cavendish Legal Group
- Payments by credit card may be made by telephoning the New Business team [0208 509 6848] with your Credit Card details.

It may not be possible for us to make further progress in relation to your property transaction until such time as we receive your payment on account. All payments on account will be allowed for in your Statement of Account upon the conclusion of your property transaction.

#### **Disbursements**

Please note that all legal disbursements incurred during the course of your property transaction will be payable by you whether or not your transaction is successfully concluded. Please also note that the above outlined cost structure does not take into account legal disbursements such as Land Registry fees, or search fees. Any estimate of disbursement costs provided by ourselves may vary from time to time and no responsibility is accepted by Cavendish Legal Group in relation to the accuracy of any estimated disbursement costs which may be the subject of such a variation throughout the course of your property transaction.

#### **Referral Fees**

Please note that the person who has introduced you to ourselves may be entitled to a referral fee from us in respect of the introduction. This will not lead to an increase in our fees which are payable by you and our fees will be consistent with those which have been estimated by your Introducer, subject to the above Terms in respect of costs. Any marketing or administration fee which is payable will be paid directly by ourselves to the Introducer from our office account without further recourse to you, upon the successful conclusion of the property transaction.

#### **File Archiving & Retrieval Fees**

Upon completion of your transaction, we will endeavour to provide you with all relevant original documentation including copies of your new Title Deeds following registration at the Land Registry. Unless we inform you otherwise, we will electronically copy and store your file in accordance with Law Society guidelines for a minimum period of 6 years after the conclusion of your transaction. In keeping with our commitment to reduce paper usage

and recycle wherever possible, paper files relating to your transaction will be sent for recycling three months following closure of the transaction. From then on, access to your file will only be available to you electronically after providing us reasonable notice.

### **Telegraphic Transfers/Cheque Payments**

It is our policy to electronically transfer funds to redeem your mortgage. It is also our policy to telegraphically transfer the return of funds to our clients in respect of all balances over £3,000. Please note that a telegraphic transfer fee/cheque payment in accordance with our scale of charges as outlined above will be charged in respect of each telegraphic transfer/cheque payment. Telegraphic transfers/cheque payments will ordinarily be invoiced upon exchange of contracts or requisition/production and payment will be made in accordance with the Terms & Conditions of Business outlined previously in this document.

In our estimate to you we will have quoted for one telegraphic transfer fee. That fee includes a £6 cost charged to us by our bank for sending these payments. The remaining part of the fee quoted in respect of this item is an administrative fee charged by us in setting up, preparing and executing this payment.

### **Balance Payments**

Should we require funds from you in order to complete your transaction we would request that payment be made to us by cheque or Telegraphic Transfer. In the event that payment is made by cheque a suitable amount of time (currently 10 working days) will need to be allowed in order to ensure that the cheque clears prior to our being in a position to proceed to an exchange of contracts or completion of your property transaction.

**We do not accept any cash nor do we accept third party payments. Any payments received from you must be supported by an official copy of a Bank Statement showing the monies have come from an account in your name. Internet Bank Statements must show the official Bank logo and contact details and also your full name and Account Number for these to be accepted by this firm.**

### **No Move no Fee**

In the event that you have been referred to us in association with a '**No Move No Fee**' product, the following paragraphs are of relevance to you.-

- In the event that your property transaction does not proceed to exchange, through no fault of your own, you will not be charged for conveyancing services provided by Cavendish Legal Group, except in respect of disbursements duly and properly incurred. Disbursements are to be billed at cost, at no profit to Cavendish Legal Group.
- Please note that should your transaction abort, all legal disbursements must be paid immediately. Should it become necessary for us to chase you for the outstanding balance, we shall cease to act on a 'No Move No Fee' basis and all legal fees incurred up to the date your transaction aborted will become immediately payable by you, the client, at our standard charging rates.
- Should you decide to withdraw from your property transaction for reasons other than that of a legal nature, Cavendish Legal Group reserve the right to make a proportional charge in respect of any legal work undertaken. The definition of 'reasons of a legal nature' will be at the absolute discretion of Cavendish Legal Group.

In the event that you have not been recommended to us in respect of a '**No Move No Fee**' product, a proportional charge will be made in respect of our legal fees in the event that you fail to complete your property transaction. The proportional charges will be levied in accordance with the work undertaken by ourselves and will be charged at the "hourly rate" or a proportion thereof in respect of each letter or telephone call made or received.

### **Bankruptcy**

It will not be possible for you to hold or convey property in the event that you have been declared bankrupt. It is your responsibility to inform us if you have or are about to be declared a bankrupt. No responsibility or liability is accepted by Cavendish Legal Group as a result of your nondisclosure in this respect.

### **Bank Failure and Security of Client Funds**

All monies held on behalf of our clients in our Barclay's Bank client account are held in accordance with the SRA Accounts Rules 2011. We cannot be held responsible for loss of monies as a result of a banking failure.

The £75,000 Financial Services Compensation Scheme (FSCS) limit will apply to each individual client so if you hold other personal monies yourself in the same bank as our client account, the limit remains £75,000 in total, so it may be advisable to check with your own bank as some banks now trade under different trading names.

However, with effect from 3rd July 2015, the FSCS will provide a £1 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at [www.fscs.org.uk](http://www.fscs.org.uk)  
In the event of a bank failure you agree to us disclosing details to the FSCS.  
In a case of a banking failure, please refer to the Financial Services Compensation Scheme (<http://www.fscs.org.uk/>).

The SRA Accounts Rules 2011 can be viewed by downloading the Adobe Acrobat document from:

<http://www.sra.org.uk/solicitors/handbook/accountsrules/content.page>

## **Conclusion**

We confirm that it is our policy at Cavendish Legal Group to provide you with a service of the highest standard at all times.

We have outlined your transactional information in some detail and we hope that it will assist you in understanding your property transaction. Should you have any queries that you would like to have clarified please do not hesitate to contact us.

Office at:

### **North London**

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F 020 8341 5552

### **Head Office**

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F 020 8520 4670

### **Surrey**

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### **City of London**

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F 020 7510 1085

### **Reading**

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Tilehurst  
Berkshire  
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T 0118 941 8416  
F 0118 943 1259

### **East Sussex**

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East Sussex  
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F 01273 757 982

General email contact for all offices: [enquiries@clglaw.co.uk](mailto:enquiries@clglaw.co.uk)

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