

# BLACK NORMAN SOLICITORS

## TERMS of BUSINESS

1.	Black Norman Solicitors Limited ("The Company")	1
2.	Terms of Business	1
3.	Excluded Advice	1
4.	Your Duty to Retain and Preserve Documents	2
5.	Copyright	2
6.	Commitment to Client Care and Service	2
7.	Client Satisfaction	2
8.	Fees	3
9.	VAT	5
10.	Stamp Duty Land Tax	5
11.	Payments	5
12.	Storage of Documents and Deeds	5
13.	Termination	6
14.	Limitation of Liability	6
15.	Client Money	7
16.	Interest Policy	8
17.	Confidentiality, Privacy & Data Protection	9
18.	Referrals to Third Parties	10
19.	Referrals from Third Parties	10
20.	Hours of Business	10
21.	Anti- Money Laundering	11
22.	Cash Payments	12
23.	Personal Liability of Directors and Members	12
24.	Equality & Diversity	12
25.	Rights of Third Parties	12
26.	Applicable Law, etc	12
27.	Conditional Fee Agreements (CFA)	12
28.	Authority	12

### 1. Black Norman Solicitors Limited ("The Company")

- 1.1 Black Norman Solicitors is a Trading Style of Black Norman Solicitors Limited, a Limited Company, registered in England and Wales Co No: 06962622. The Company's head office is at 67-71 Coronation Road, Crosby, Liverpool, Merseyside, L23 5RE; Telephone Number: 0151 931 2777; Website: <http://www.blacknorman.co.uk>; Value Added Tax ('VAT') number : 287 5151 76
- 1.2 Black Norman is authorised and regulated by the Solicitors Regulation Authority with SRA no: 640327.
- 1.3 In these Terms of Business all first person terms such as 'we', 'us' and 'our' refer to The Company and its Directors and not to any Consultant or Employee personally or to any combination of Consultants or Employees collectively. By entering into this Agreement, you are entering into a contract with The Company and not with any Consultant or Employee personally or with any combination of Consultants or Employees collectively.
- 1.4 We are bound by various professional rules of conduct which can be viewed at [www.sra.org.uk](http://www.sra.org.uk) or by writing to 'Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham, B1 1RN
- 1.5 The SRA Indemnity Insurance Rules 2011 require us to take out and maintain Professional Indemnity Insurance with Qualifying Insurers. Information about the compulsory layer of Professional Indemnity Insurance we carry, including the contact details of our insurers and the territorial coverage of our insurance, are available in hard copy at our head office.

### 2. Terms of Business

- 2.1 These Terms of Business may not be varied unless agreed in writing and signed by a Director of The Company. They should be read in conjunction with our Client Care Letter (CCL) which sets out the basis on which we act for you and any documents referred to in that letter. Together these form the 'Agreement' between us relating to each matter on which we advise you.
- 2.2 These terms, including the limits on our liability in clause 15, shall apply to all Corporate, Property, Family & Private Client work done by us for you (and any such work to be done in the future) unless we otherwise notify you in writing.
- 2.3 If any term of this agreement is inconsistent with our legal obligations under the relevant laws then the relevant laws shall apply instead of those terms.

### 3. Excluded Advice

- 3.1 We do not advise on the laws and regulations of jurisdictions other than England & Wales (which for these purposes includes the law of the European Union as applied in England & Wales).
- 3.2 Whilst we have a degree of understanding of taxation relevant to an individual or corporate entity or value added tax or other taxation, we are not qualified to give any taxation advice in any form and you should take the professional advice of a taxation accountant or your own accountant. If you authorise us to proceed with the transaction, we will proceed on the basis you have sought appropriate professional advice. If you wish us to help you appoint an appropriate accountant please ask.
- 3.3 We do not provide financial advice generally, or comment upon the commercial viability of any transactions upon which we advise.
- 3.4 Your Duty to Retain and Preserve Documents
- 3.5 If now, or at any time in the future, any matter on which we act for you is the subject of formally contested proceedings, whether in the Courts or other Tribunals, you will almost certainly have to disclose documents, including electronic documents, relevant to the matter. You should ensure that you do not destroy or allow to be destroyed any documents that relate to such matter in any way (however slight you believe the connection may be), as your position in such proceedings could be seriously compromised if you do so.

### 4. Copyright

- 4.1 Unless we agree otherwise, all copyright which exists in the documents and other materials that we create whilst carrying out work for you will remain our property. You have the right to use such documents and materials for the purposes for which they are created, but not otherwise.
- 4.2 If you use such documents for any purpose other than that for which they were created we are not responsible to you for any losses that you may suffer as a result.
- 4.3 Unless otherwise required by law or Court Order, you agree not to make our work, documents or materials available to third parties without our prior written permission. Our work is undertaken for your benefit alone and we are not responsible

to third parties for any aspect of our professional services or work that you make available to them.

## 5. Commitment to Client Care and Service

- 5.1 We will always act in your best interests.
- 5.2 We will review your matter regularly at a frequency appropriate to the type of matter and update you concerning the progress of your matter by telephone, letter or e-mail.
- 5.3 We will communicate in plain language.
- 5.4 We will explain the legal work required to be carried out as your matter progresses.
- 5.5 Subject to 6.6 below, we will use our best endeavours to respond to all correspondence received in respect of your matter as follows:
  - (a) Letters and Emails, within 5 working days
  - (b) Phone messages within 1 working day
- 5.6 If the individual you are attempting to contact is away from the office we will give you an expected return date or an alternative contact who will assist you during this absence.

## 6. Client Satisfaction

- 6.1 We operate strict client care and quality policies and always aim to provide you with the highest level of legal expertise and to be available, approachable, understandable, prompt and courteous.
- 6.2 The majority of our clients are very happy with the service we provide them, but in the unlikely event that you have any cause for concern, including about a bill, and you have not been able to resolve this issue between yourself and the relevant fee earner then we would ask that you write to our designated Complaints Officer, Sara Keenan who is the Complaints Officer of The Company. We take all feedback from clients seriously and operate a Complaints Handling Procedure, a copy of which is available upon request.
- 6.3 We are usually able to deal with any concerns you have promptly and to your satisfaction, but if this is not the case, you will be able to make a complaint to the Legal Ombudsman provided you do so within six months of the end of our internal complaints procedure if you are still not satisfied with the outcome.
  - (a) In addition, there are time limits for bringing a complaint to the Legal Ombudsman, linked to the date of the act or omission giving rise to a complaint or the date on which you should reasonably have known there were grounds for a complaint. The relevant time limits are set out in the version of the Legal Ombudsman's Scheme Rules in force from time to time and may only be extended by the Legal Ombudsman in exceptional circumstances. If you wish to bring a complaint to him, you should refer to the version which is in force at the time of your complaint. The Rules can be accessed at:  
<https://www.legalombudsman.org.uk/information-centre/corporate-publications/scheme-rules>
  - (b) You must make a complaint to the Legal Ombudsman:
  - (i) Within six months of receiving a final response to your complaint, and

- (ii) No more than one year from the date of act/omission: or
- (iii) No more than one year from when you should reasonably have known there was cause for complaint.

- 6.4 You should also be aware that, when your complaint relates to a bill, the Legal Ombudsman will not consider your complaint while your bill is being assessed by a court.
- 6.5 A complainant to the Legal Ombudsman must be one of the following:
  - (a) An individual;
  - (b) 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);
  - (c) A charity with an annual income less than £1 million;
  - (d) A club, association or society with an annual income less than £1 million;
  - (e) 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.
- 6.6 If you are not, 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.
- 6.7 Legal Ombudsman Contact Details:
  - (a) Address: PO Box 6806, Wolverhampton, WV1 9WJ
  - (b) Telephone: 0300 555 0333
  - (c) Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)
  - (d) Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)
- 6.8 The Firm is committed to ensuring that all Directors, Consultants and Employees give their full co-operation to the Legal Ombudsman in the event of any dispute or complaint against the Firm.
  - (a) A club, association or

## 7. Fees

- 7.1 Fixed Fee Services:
  - (a) Where we have quoted a fixed fee for the work done, this fee will be stated in the associated CCL. This fee will only increase in exceptional circumstances where the matter has elements to it that were not described at the outset or where unexpected matters have arisen. Additional fees incurred as a consequence will be charged in accordance with the hourly rates as shown in the associated CCL. We will always endeavour to advise of any such expected increase as early as possible.
  - (b) Where we have quoted a fixed fee for the work done, additional services may be provided on request and (unless otherwise agreed by us in writing) will be charged at our standard hourly rates as set out in our CCL plus expenses (if any) and VAT.
- 7.2 Hourly Rate Services:
  - (a) Where our CCL states that we are charging on an hourly basis, the hourly rate varies according to the experience and

expertise of the person dealing with the matter. The rates which apply to each matter are set out in our CCL.

- (b) The time spent on your matter for which you will be charged includes meetings with you and others, travelling, waiting, researching and considering, writing and receiving correspondence, making and receiving telephone calls, preparing and working on documents, and making file notes.
- (c) The time spent on your matter is recorded as units of one tenth of an hour (6 minutes). Therefore, this is the minimum amount of time we will charge for any piece of work undertaken on your matter.
- (d) Once a year, we review our hourly rates. We will notify you in writing of any increase.

### 7.3 All Services:

- i. In addition to our fees, all Expenses and Disbursements which we incur on your matter will be payable by you. These include but are not limited to Court, Land Registry, Companies House & Search fees, Stamp Duty, fees charged by experts, agents, couriers and barrister, travel at 45p per mile or 1st class train fares, taxis, subsistence. We also reserve the right to charge:
  - a. Disbursements in respect of admin fees we are charged by lenders for processing mortgage monies.
  - b. Our costs and Disbursements in respect of all required AML and ID checks. Currently £25.00 + VAT each.
  - Photocopying carried out internally at the rate of 5p per page for Black & White and 25p per page for Colour. All charges are plus VAT.
  - £40.00 plus VAT for all on-line bank payments by CHAPS and Faster Payments. £80.00 plus VAT for international payments.
- (b) We will generally submit our bills at the conclusion of the matter, except for Property Purchase, where on New Builds, our bill will be submitted prior to Exchange of Contract. Where we consider the matter to be complex or lengthy, we reserve the right to bill monthly or at other intervals as we deem appropriate. We also reserve the right under exceptional circumstances to submit a subsequent bill for unexpected additional work carried out, expenses or disbursements following the conclusion of your matter and final billing.
- (c) All bills are payable when they are submitted to you.
- (d) Unless the CCL specifically agrees to the contrary, we will usually ask you to pay in advance for any Disbursements or expenses that we will be required to incur on your behalf. We reserve the right to refuse to pay out in respect of Disbursements and Expenses where such a request for payment has been made and monies have not been received. Furthermore we accept no liability for any consequences or detriment to the matter.
- (e) We reserve the right to request payment of monies in advance of any fees and expenses being incurred by us (known as 'payment on account'). If we ask you to make a

payment on account, we will not be obliged to undertake any further work on your matter until you have made that payment (and if you do not make the payment we may cease acting for you).

- (f) Where we decide to extend credit to you by carrying out urgent work on your matter after the money you have paid on account has all been used, you agree to remain liable for our fees regardless of whether or not we give you advance notification that we are going to extend credit to you.
- (g) It is your responsibility to tell us when first instructing us if you have any form of insurance cover (such as Legal Expenses Insurance) that you think will pay our fees. You must also tell us when first instructing us if there is a third party who may pay our fees. If a third party agrees to pay all or part of our bills, you will remain responsible to us for payment until those bills have been paid in full.
- (h) If we are advising more than one person (usually individuals, companies or other entities) we will, unless otherwise agreed by us in writing, act for those persons jointly and severally. If we are asked to deliver bills only to one person, those bills will nevertheless be payable in full by all other persons we act for under this agreement.
- (i) If you are instructing us jointly in relation to any matter it is your responsibility to tell us at the outset of the Agreement if you require more than one person to give us instructions in relation to that matter. Otherwise, we will accept instructions from any one person and will not be responsible to any other person for any losses they may suffer as a result.
- (j) If you are a company or other commercial entity it is your responsibility to tell us at the outset of the Agreement if you require more than one Director (or equivalent) to give us instructions.
- (k) Where we hold money for you, whether because you have made a payment on account or we otherwise receive funds on your behalf, we may use this to reimburse us for all normal Disbursements incurred on your matters on which we are acting for you under the same Client Reference without recourse.
- (l) We may also use this money toward payment of our bills on all such matters. We will advise you when this is being done. If we take any security for our fees, whether from you or any third party, this shall not affect any rights we have (or which we may have) to retain your papers.

### 7.4 Late Payment of Bills:

- (a) Our invoices are due upon delivery and we may charge you interest on a daily basis if an invoice is not paid within 28 days.
  - (1) If you are a private client interest may be charged daily on the unpaid element of the bill at the rate payable on judgement debts this is currently set at 8% pa, from the date of the bill until payment, unless it is determined that you do not have to pay that element;
  - (2) If you are a commercial client interest may be charged under the Late Payment of Commercial Debts (Interest) Act 1998 plus a fixed sum under the Late

Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.

- (b) We may refuse to undertake any further work for you (whether in respect of the matter to which the bill relates or any other matter on which we are acting for you) until that bill is paid and/or we may stop acting for you; and
- (c) We may retain any papers or documents belonging to you, together with our own records.
- (d) All bills are rendered under the 30-day Debt Protocol an extract of which is on the reverse of the bill.

#### 7.5 Complaints About Bills:

- (a) If you have any queries in respect of any element of a bill, you should still promptly pay all other elements of the bill.
- (b) If you wish to make a complaint about one of our bills, you may do so by using The Company's Complaints Procedure (copy available on request).
- (c) You also have a right to object to a bill by making a complaint to the Legal Ombudsman and/or applying to the court for an assessment of the bill under part III of the Solicitors Act 1974 (the contact details for the Legal Ombudsman can be found at clause 7.7).
- (d) If you apply to the court for an assessment of the bill under part III of the Solicitors Act 1974 you may lose your right to complain about the bill to the Legal Ombudsman.

#### 7.6 Estimates:

- (a) If we have provided to you a written estimate of the total charges, it is given as a guide to assist you in budgeting and should not be regarded as a fixed quotation unless otherwise agreed in writing. We will inform you if any unforeseen but significant additional work becomes necessary.
- (b) It is often impossible to tell at the outset what the overall cost of a matter will be. If this is the case we will provide you with as much information as possible at the start and keep you updated as the matter progresses. If a precise figure cannot be given at the outset, we shall explain the reason to you and give you the opportunity to set a ceiling figure beyond which you do not want us to act without your consent or we shall agree a review date with you on which we shall try to give you more information about the likely overall cost.

#### 7.7 Abortive Matters: If your matter does not conclude, or we are prevented from continuing to act because of our legal obligations or our professional rules, we will charge you for any work we have actually done.

- (a) If the matter is aborted we reserve the right to charge our reasonable costs to you. Please note all matters will attract a minimum fee of £75 plus VAT.
- (b) Where we are charging on the basis of our hourly rates, costs will be charged according to the number of hours spent on the matter before it was aborted. Details of our hourly rates are set out in the CCL.

#### 7.8 Notification of Costs and Disbursements

In accordance with the SRA Accounts Rules, we must provide you with a bill (or other written notification) of our Costs and Disbursements incurred, prior to taking payment for the same from monies held on your behalf. Please note that such notification will be deemed to have been provided, by sending you a Bill, Completion Statement or other details of the specific amount, by Date of Postmark if sent by post, or by Time Sent if sent by email.

### 8. VAT

- 8.1 VAT is chargeable on our fees and certain disbursements unless any of the European Union or other applicable conventions enable this to be alleviated.
- 8.2 VAT is always chargeable on transactions involving land in the UK.
- 8.3 We will always discuss with you any exemptions or exceptions that may apply to your particular transaction.
- 8.4 VAT will be charged at the prevailing rate at the time the actual work being billed was done.
- 8.5 It is your responsibility to account for the VAT charged on our bills in the appropriate manner.

### 9. Stamp Duty Land Tax

- 9.1 Where applicable, we will advise you at the outset of the matter of any liability to HMRC that may arise in respect of Stamp Duty Land Tax on the transaction being undertaken.
- 9.2 It is your responsibility to ensure that we have sufficient cleared funds available to pay any such liability, by the due date, on your behalf.
- 9.3 Where we do not have sufficient cleared funds to enable us to make such payment by the due date, we will accept no responsibility or liability for any Penalties or Interest that may arise as a result.

### 10. Payments

- 10.1 To reduce both our and your exposure to Cheque Fraud, Bank Fraud and Cybercrime, the maximum amount that we will pay out by cheque on any single transaction is £1,000. All payments over this amount will be paid by on-line bank payment, either CHAPS, BACS or Faster Payments, according to your instructions and the amount. This will be subject to an administration charge to cover the costs of verification, authorisation and checking of all relevant transaction and bank details. (See 8.3 above).

### 11. Storage of Documents and Deeds

- 12. We electronically store documents relating to your matter (other than any original documents which we will forward to the relevant party at the conclusion of the transaction) for 5 years from the conclusion of our involvement in the matter. We will not destroy documents you ask us to deposit in our Deeds Store.
- 13. To comply with SRA requirements and save on storage space, your file will be stored at a secure off-site facility where it will be digitally scanned and if in existence any physical file subsequently destroyed. Your file will be available for viewing, printing and can also be saved in digital PDF format.
- 14. We reserve the right to destroy your file without further recourse.
- 15. Once your matter is completed, if you ask us to retrieve print or prepare a digital PDF file, we will make a charge of £35.00 plus VAT for each



matter, we will not normally charge that fee if we retrieve documents to enable us to carry our further work for you. We will charge, however, for any work necessary to comply with instructions given by you in connection with retrieved documents. Unless otherwise agreed with you in writing, those charges will be at our hourly rates applicable at the relevant time and those charges will be applied on the same basis set out in clause 8.2.

## **16. Termination**

16.1 You may end this agreement (and therefore, your instructions to us) at any time by writing to us but we may be entitled to keep all of your documents and deeds while there is money owing to us (including fees and expenses which have not yet been billed).

16.2 We may end this agreement (and, therefore, cease acting for you) in relation to any matter or all matters of yours but only on reasonable written notice and for good reason. Examples of a good reason include where you have not given us sufficient instructions, where you have not provided appropriate evidence of identification or we reasonably believe that the relationship between you and us has broken down.

16.3 If you are an individual consumer (and not a business entity) and we have not met with you, the Consumer Protection (Distance Selling) Regulations 2000 and the Consumer Protection (Distance Selling) (Amendment) Regulations 2005 will apply to our agreement. Also, if you are an individual and we have made the agreement with you at your home or at your place or work, then you have the right to cancel the contract within 7 days of entering into it, under the Cancellation of Contracts Made in a Consumer's Home or Place of Work Regulations 2008. By accepting these Terms of Business you agree that you would like our service to start before the end of the usual cancellation period and you agree that your cancellation rights shall end as soon as we commence work on your matter.

## **16.4 Financial Services**

16.5 The Law Society of England and Wales is a designated professional body under Part XX of the Financial Services and Markets Act 2000 which means that we may carry on certain regulated activities without being regulated by the Financial Services Authority. This means that we may be able to provide limited financial services to you where such services arise out of, or are complementary to, the provision of legal services.

16.6 The Law Society is the designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation has been delegated to the Solicitors Regulation Authority (the independent regulatory body of the Law Society), and responsibility for handling complaints has been delegated to the Legal Ombudsman. The contact details for the Solicitors Regulation Authority can be found at [www.sra.org.uk](http://www.sra.org.uk) and the contact details for the Legal Ombudsman can be found at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk).

16.7 The limited regulated activities that we carry out are issuing certain insurance policies, such as Defective Title Insurance and other property indemnity insurance (such as Breach of Covenant, Absence of Easement, Lack of Planning Permission, Unknown Rights and Covenants policies).

16.8 We are not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business,

including arrangements for complaints or redress if something goes wrong, is regulated by Solicitors Regulation Authority. The register can be accessed via the Financial Services Authority website at [www.fsa.gov.uk](http://www.fsa.gov.uk).

16.9 Any insurance policy arranged by us on your behalf, shall, in our opinion, be adequate to meet your needs, but you are hereby informed that we do not recommend any policy over and above any other and that it is your responsibility to check that you are satisfied with the excess levels, exclusions, limitations and other policy terms. We do not conduct a fair analysis of the insurance market prior to arranging insurance policies. You can request details of the insurance undertakings with which we conduct business at any time.

16.10 You hereby agree to provide us with details of any relevant existing insurance policies you may have and you agree that we shall not be liable to you for any losses you sustain as a result of your failure to provide us with such details.

## **17. Limitation of Liability**

17.1 You agree that the limitations on our liability as set out in this agreement are reasonable having regard to the nature of your instructions and the work involved and the availability and cost of Professional Indemnity Insurance. We are, however, happy to consider options to increase these limitations, should you so require (which may result in an increase to our fees).

17.2 We will undertake the work relating to your matter with reasonable skill and care.

17.3 We accept liability without limit for the consequences of fraud by us or any of our Directors, Consultants or employees which is affected in their capacity as Directors, Consultants or Employees and for any other liability which we are not permitted by law or rules of professional conduct to limit or exclude. If any part of this agreement which seeks to exclude, limit or restrict liability (including provisions limiting the amount we will be required to pay or limiting the time you have to bring a claim) is found by a court to be void or ineffective for any reason, the remaining provisions shall continue to be effective.

17.4 We will not be liable under this agreement or laws of negligence for any deficiencies in the work we have undertaken if and to the extent that deficiencies are due to any false, misleading or incomplete information or documentation which has been provided to us (whether by you or any third party) or due to the acts or omissions of you or any third party. However, where any failure by us to identify any such false, misleading or incomplete information (or any failure by us to inform you that we have identified such information or any failure to act on your resulting instructions) constitutes negligence then we shall, subject to the other provisions of this agreement, remain liable for such failure.

17.5 Despite anything else contained in this agreement, we are not under any obligation to act for you (or to continue to act for you) if to do so would breach any laws or professional rules. Therefore, we will not be responsible or liable to you for any loss which you or any other party may suffer as a result of our refusal to proceed with your matter where we would be in breach (or we reasonably believe that we would breach) of our legal obligations or our professional rules.

17.6 Except as stated in 14.3 and 14.12, the total aggregate liability of The Company to you under or in connection with this

agreement (including any addition or variation to it), whether for breach of contract, negligence, breach of statutory duty, or otherwise, shall not exceed £3,000,000.00 (three million pounds).

17.7 Where we are instructed jointly by more than one party, the limit on our liability applies, in total, to all of you collectively (including anyone claiming through you or on your behalf).

17.8 You agree that you will not bring any claims or proceedings in connection with this agreement against our Consultants or Employees personally, unless (and to the extent that) you are otherwise permitted to do so by law or our professional rules. Our employees may enforce this clause even though they are not parties to this agreement (but despite having such rights, this agreement may be varied or ended without their consent).

17.9 Proceedings in respect of any claim against us must be commenced within six years after you first had (or ought reasonably to have had) both the knowledge for bringing an action for damages and the knowledge that you had the right to bring such an action for any alleged breach of contract, negligence or other cause of action.

17.10 If we and any other party or parties are liable to you together in respect of the same claim, then we shall only be liable to pay you the portion which is found to be fair and reasonable having regard to the level of our default. Therefore, we shall not be liable to pay you the portion which is due to the fault of such party, even if you do not recover all or any money from such other party for any reason.

17.11 If we are liable to you and any other party or parties would have been found liable to you together with us in respect of the same claim if either:

- (a) You had also brought proceedings or made a claim against them; or
- (b) We had brought proceedings or made a claim against them for a contribution towards our liability.

then any sum due from us to you shall be reduced by the proportion for which such other party or parties would have been found liable had those proceedings been brought or those claims been made.

17.12 Nothing in this agreement excludes or limits the liability of The Company for:

- (a) Death or personal injury caused by negligence;
- (b) Fraud or fraudulent misrepresentation; or
- (c) Any liability if and to the extent that it is not permissible in law for such liability to be limited or excluded.

## 18. Client Money

18.1 Unless otherwise agreed by us in writing, if we receive any sums to hold on your behalf (whether received directly from you or from a third party) then we may deposit such money into an account or accounts with any bank or financial institution (a "deposit provider") which expression shall include bank, financial institution or clearing house through which transfers are made) of our choosing. We confirm that we comply with any

applicable laws and any applicable rules of a regulatory authority in respect of the making of any such deposits.

18.2 We shall not be liable for any loss which you or any third party may suffer in connection with an Insolvency Event occurring in relation to any deposit provider with whom we have deposited funds or through whom transfers are made, save if and to the extent that any such loss was caused by or contributed to by any breach by us of clause 15.1.

18.3 In clauses 15.2 and 15.4 an "Insolvency Event" means:

- (a) Any deposit provider is unable or admits inability to pay its debts as they fall due (or is deemed to be or declared to be unable to pay its debts under applicable law), suspends or threatens to suspend making payments on any of its debts or, by reason of actual or anticipated financial difficulties or commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;
- (b) The value of the assets of any deposit provider is less than its liabilities (taking into account contingent or prospective liabilities);
- (c) A moratorium is declared in respect of any indebtedness of any deposit provider;
- (d) Any corporate or government action, legal proceedings or other procedure or steps taken in relation to:
  - (i) The suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any deposit provider;
  - (ii) A composition, compromise, assignment or arrangement with any creditor of any deposit provider;
  - (iii) The appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of any deposit provider or any of its assets; or
  - (iv) Enforcement of any security interest (however so described) over any assets of any deposit provider; or
  - (v) The prevention or restriction (whether by way of freezing order or otherwise) of a deposit provider's ability to dispose of, deal with or diminish the value of its assets or any of them;
- (e) Any event analogous to those set out in clause (c) occurs in any jurisdiction in respect of any deposit provider.

18.4 If an Insolvency Event occurs in relation to any deposit provider which holds money that we have deposited on your behalf, you agree that we may where applicable disclose to the Financial Services Compensation Scheme ("FSCS") all relevant details in our possession about you and the money that we hold on your behalf with such a deposit provider. However, if you do not wish us to make any such disclosure, please notify us in writing addressed to 'The Data Protection Compliance Officer'. Please note that by withholding consent to our disclosure of your details to the FSCS in such circumstances, you may forfeit any right you may have to receive compensation from the FSCS

where an Insolvency Event occurs in relation to a deposit provider holding money which we have deposited on your behalf. Further information regarding the FSCS can be found at [www.fscs.org.uk](http://www.fscs.org.uk), telephone number 020 7892 7300

- 18.5 Accepting these Terms of Business provides us with your authority to transfer monies between any connected Matters for which we are acting for you as our Client. Such monies to be applied for the underlying transaction or for payment of our fees.

## 19. Interest Policy

- 19.1 In accordance with the Solicitors Accounts Rules, it is the firm's policy to account to its clients for a sum in lieu of interest on a fair and reasonable basis. In particular:
- 19.2 Client monies will normally be held in general client bank accounts, in which amounts for different matters and clients are pooled
- 19.3 All interest on designated deposit accounts is for the benefit of the client and will be paid on closure. All interest paid to a client is paid as a Gross amount
- 19.4 A sum in lieu of interest will be payable (subject to any applicable withholding tax) on amounts held in general client bank accounts on the following basis:
- (a) Interest will be calculated daily on the balance held for each individual matter, and compounded on a six monthly basis
  - (b) No interest will be payable on amounts held of £10,000 or less for less than 30 days.
  - (c) Interest will be based on the rate of interest payable by the bank on the relevant amount, if it were to be held separately in our instant access general client account.
  - (d) An administrative charge
- 19.5 Where the total amount of interest accrued over the course of a transaction is less than £25, this will be considered *de minimis* and no interest will be paid.
- 19.6 In determining the period over which interest is to be calculated we will look at the following:
- (a) The period between the date when the relevant funds received by us clear our account; and
  - (b) If we send the funds electronically, the date when the funds are sent or;
  - (c) If we send the funds by cheque, five days after a cheque is raised.
- 19.7 Client monies will normally be held in an instant access bank account to facilitate transactions, however if specific instructions are received from the client requesting that funds be placed on a term deposit, interest earned on such term deposits shall be paid to the client in full,
- 19.8 If client monies are held in a separate designated deposit account (i.e. a specific bank account, for a specific matter) all interest earned on that account will be credited to that bank account and paid to the client in full (subject to any applicable withholding tax). We will charge an Annual Fee of £150 + vat to administer the account in accordance with our regulatory obligations, cover Bank Charges and additional Audit Fees.

## 20. Confidentiality, Privacy & Data Protection

- 20.1 We keep information passed to us confidential and will not disclose it to third parties except as authorised by you or required by law. In certain circumstances the law requires us to disclose information relating to you (for example, payments of interest earned on a clients' account may have to be disclosed under the EU Savings Directive). If on your authority we are working with other professional advisers or lawyers, estate agents and lenders we will assume that we may disclose any relevant aspect of your affairs to them.
- 20.2 We may in some cases consult credit reference agencies in order to assess your creditworthiness. If you are an individual, we require your consent before we do this. Your continuing instructions to us will constitute your consent to us carrying out such a search. Details of the credit agency we use are available on request. We have procedures designed to ensure that personal data is used only by appropriately authorised and trained personnel and to safeguard such information against accidental loss or unauthorised disclosure. We will keep that information strictly confidential unless otherwise required by law or court order.
- 20.3 Where we act for you and your lender we have a duty to fully reveal to your lender or HM Revenue and Customs all relevant facts about your purchase, your mortgage and what makes up the purchase price. Your continuing instructions amount to your consent to us to disclose all relevant information to your lender and to HM Revenue and Customs. This includes any difference between your mortgage application and information you or we receive during the transaction including any cashback payments or discount schemes or other incentives that the seller is providing or allowing or giving to you.
- 20.4 You must disclose all information which may affect your liability for Stamp Duty Land Tax or other stamp duty (duty) as we can then ensure you pay the correct duty. If you fail to disclose all information (and if in doubt please disclose it as it can be discounted if it is not relevant) you must accept full liability for any penalties or action or other proceedings that any authority may take against you for failing to disclose information which resulted in a duty or greater liability to pay such duty.
- 20.5 Where you provide us with fax or computer network addresses for sending material to, we will assume, unless you tell us otherwise, that your arrangements are sufficiently secure and confidential to protect your interests.
- 20.6 The Internet is not secure and there are risks if you send sensitive information in this manner or you ask us to do so. Data we send by email is not routinely encrypted, so please tell us if you do not want us to use email as a form of communication with you or if you require data to be encrypted.
- 20.7 We will take reasonable steps to protect the integrity of our computer systems by screening for viruses on email sent or received. We expect you to do the same for your computer systems.
- 20.8 We promise to respect the data we hold on you. Your acceptance of these terms authorises us to keep your details on our database so that we can provide you with legal services and for administration and accounting purposes, so that we can make credit searches and send you relevant information on our services and on events that may interest you. All information

that we hold concerning you as an individual will be held and processed by us strictly in accordance with the provisions of the Data Protection Act 2018.

- 20.9 If you are an individual, you have a right under the Data Protection Act 2018 to obtain information from us, including a description of the data that we hold on you. Should you have any queries concerning this right, please contact our Data Protection Compliance Officer. We may charge you £10.00 for providing you with any such information. VAT will not be added to the charge.
- 20.10 We will not, without your consent, supply your name and address to any third party except where:
- (a) It is necessary as part of the legal services that we undertake: or
  - (b) We are required to do so by law or our professional rules.
- 20.11 We may correspond with you by email unless you advise us in writing that you do not wish us to do so. You acknowledge that email may not be secure. Email will be treated as written correspondence and we are entitled to assume that the purported sender of an email is the actual sender and that any express or implied approval or authority referred to in an email has been validly given. You consent to us monitoring and reading any email correspondence travelling between you and any mail recipient at The Company.
- 20.12 We will aim to communicate with you by such method as you request. More often than not this will be in writing, but may be by telephone if it is appropriate. We may need to virus check disks or e-mails, but unless you withdraw consent we may communicate with others when appropriate by e-mail or fax but we cannot be responsible for the security of correspondence and documents sent by e-mail or fax.
- 20.13 The Company may, from time to time, utilise external service providers who, through providing those services, may have access to information relating to your file, (Locum Solicitors, Work Experience Individuals, cleaners etc). These service providers are all required to provide a Confidentiality Agreement. Your acceptance of these Terms of Business amounts to your consent to such disclosure.
- 20.14 In the event that The Company gains Lexcel accreditation, which is the Practice Management standard of the Law Society of England & Wales, The Company may become subject to periodic checks by Law Society approved Consultants and/or Assessors. This could mean that your file is selected for checking, in which case we would need your consent for the checking to occur. All such checks are conducted by individuals who have provided The Company with a Confidentiality Agreement. Your acceptance of these Terms of Business amounts to your consent to make your file available for checking. If you do not want us to make your file available for checking you must notify us immediately and we will mark your file accordingly. If you refuse to give us consent to Lexcel checks, your refusal will not affect the way your case is handled in any way.

## **21. Referrals to Third Parties**

- 21.1 If we recommend that you use a particular firm, agency or business, we shall do so in good faith and because we believe it to be in your best interests. If we recommend that you use them

and they can only offer products from one source, we shall notify you in writing of this limitation. We will pay to you any commission that we receive from any particular third party business that we recommend you use.

- 21.2 If we recommend that you use a particular firm, agency or business, we shall not be liable to you for any advice you may be given by them and you are advised that if they are not another firm of solicitors you will not be afforded the regulatory protection of the Solicitors Regulation Authority or of the SRA Code of Conduct 2011 and SRA Indemnity Insurance Rules 2011, nor shall you be entitled to the benefit of the SRA Compensation Fund 2011.

## **22. Referrals from Third Parties**

- 22.1 If your matter has been referred to us by another lawyer or by a non-lawyer third party, such as a Surveyor or an Estate Agent we shall inform you in our CCL if we have a financial arrangement with that third party and shall disclose to you the amount of any payment we make to that third party to thank them for referring you to us.
- 22.2 If the third party is paying us to provide services to you, we shall disclose to you the amount the third party is paying us to provide those services to you and, if applicable, the amount you are required to pay to the third party.
- 22.3 If you have been referred to us by a third party, we confirm that any advice we give will be independent and that you are free to raise questions on all aspects of the transaction and we further confirm that information disclosed to us by you will not be disclosed to the introducer unless you expressly consent to any such disclosure.
- 22.4 If we are acting for the third party who referred you to us in the same matter and a conflict of interest arises between you and the third party, we might be obliged to cease acting for you.
- 22.5 Where your matter has been referred to us by a Third Party, we may from time to time provide them with an update on the progress of your matter. If you do not wish us to provide this information please indicate by initialling below.

**PLEASE DO NOT DISCLOSE INFORMATION ABOUT MY MATTER TO THE REFERRAL SOURCE.**



## **23. Hours of Business**

- 23.1 Our office is open between 9.00am and 5.00pm, Monday to Friday, excepting bank holidays. We do not provide an out of office or emergency service to clients. The person responsible for your matter may, at his or her absolute discretion, provide you with a mobile telephone number, and may endeavour to take your telephone calls outside of office hours, but nothing he or she says should be interpreted as an agreement to routinely deal with your matter or to take your telephone calls outside of office hours.

## **24. Anti- Money Laundering**

- 24.1 Identity Checks:
- (a) We shall inform you in our CCL whether the Anti-Money Laundering Legislation applies to you.



- (b) All solicitors are obliged to carry out customer due diligence (“CDD”) in accordance with the UK anti-money laundering and counter-terrorist financing regime. This includes us obtaining and keeping documentary evidence of the identity of clients and gaining an understanding of their financial status and normal business affairs.
- (c) In the case of individuals (including Directors, Secretaries and Share Holders of a Company or Members of a Limited Liability Partnership), we require to see and keep a photocopy of a Passport, Photo Driving Licence, or National Identity Card (or similar document) as evidence of your identity and a recent utility or council tax bill or bank statement (or similar type of document) as additional evidence of your address. We need to see original documents and will discuss with you acceptable documents and methods of certification if the original is not available. We may also utilise external agencies to assist with these checks and will charge you any expenses associated with such checks.
- (d) For all companies we will carry out a search of Companies House (or similar registry in foreign jurisdictions) and may ask for further information and will charge you any expenses associated with such checks.
- (e) For non-listed companies and other organisations, we will also require the evidence for individuals for one or more Directors, Company Secretaries, Shareholders, Partners or other persons authorised to represent the organisation.
- (f) For other legal entities we will inform you of the evidence required to confirm identity.
- (d) We will not accept any liability for any loss caused to you or any other party as a result of our refusal to proceed with a matter or transaction or otherwise complying with our legal obligations.
- (e) Solicitors are under professional and legal obligations to keep affairs of clients confidential. However recent legislation on money laundering creates a legal duty in certain circumstances to disclose information to the National Crime Agency (NCA). If this happens we may not be able to tell you because the law prohibits “tipping off”.
- (f) Our duty to report includes any transactions which appear to us suspicious. The Proceeds of Crime Act 2002 (“the Act”) creates a number of offences relating to the proceeds of crime which you should be aware of when you instruct us. The proceeds of crime are any monies/property/assets which have arisen as a result of any crime. These include, for example, monies (however low in value), saved as a result of tax evasion, whether that money has been saved or spent.
- (g) If we become aware or suspect the existence of the proceeds of crime in your case (whether from you or from any other person), we may have to report the irregularity to the NCA. NCA may withhold permission for us to continue with the case. NCA can pass the information received to any relevant body such as HM Revenue and Customs and an investigation may take place at any time in the future.
- (h) It follows that if you have any concerns about irregularities in your financial position you may wish to seek specialist accountancy advice to correct those irregularities. We strongly recommend that you do this before proceeding further. Please note that accountants are also required to comply with the provisions of the Act.

#### 24.2 Disclosure to the Authorities etc:

- (a) We are in certain circumstance obliged under Money Laundering Regulations 2007, Proceeds of Crime Act 2002 (‘POCA’) as amended by the Serious Organised Crime and Police Act 2005 (‘SOCPA’) to make a report to the Serious Organised Crime Agency (‘SOCA’) where we are suspicious that any matter or transaction in which we are instructed involves the proceeds of criminal conduct. We may be prohibited by law from informing you or anyone else when such a report has been made, and it is possible that we may not be allowed to proceed with the transaction or matter concerned until SOCA gives us permission to do so. We may not be permitted to tell you anything about any of these circumstances should they occur.
- (b) Where we are also acting for your proposed lender in a transaction, we have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage. This includes;
  - (i) Any differences between your mortgage application and information we receive during the transaction;
  - (ii) Any cash back payments or discount schemes that a seller is giving you.
- (c) If any term or provision of these Terms of Business or our CCL is inconsistent with complying with our legal obligations under Anti-Money Laundering Legislation, our legal obligations will override the inconsistent term which shall be deemed modified accordingly.
- (i) It is important that you are aware that we may have a legal duty under the Act to report known or suspicious circumstances without telling you. This could have serious consequences for you. In rare situations you could find that you then become subject to an HM Revenue and Customs investigation or benefits investigation and/or criminal proceedings.
- (j) The obligations we have under this Act can, in certain circumstances, override the duty of solicitor/client confidentiality. Circumstances may arise where we have to approach you to seek your permission to report certain matters to NCA. For instance we may take the view that by proceeding further with your case (without permission from NCA) we may be assisting in the commission of a money laundering offence. In the event that you refuse such permission we reserve the right to terminate your instructions and if we do so in these circumstances you will be liable for all our fees and expenses incurred up to the date of such termination.
- (k) We will not be liable to you for any losses arising out of our statutory reporting obligations under the Act. The limitation of our liability to you under this paragraph will only apply if we have acted (in terms of such reporting obligations) in accordance with the requirements of the Act and any anti-money laundering guidance published from time to time by the Law Society.

- (l) You represent to us throughout our retainer that you know of no matter upon which you ask us to advise which facilitates money laundering.

## **25. Cash Payments:**

- 25.1 We will not accept payments from you in cash of over £500.00 regardless of whether the payment is to settle our bill, to pay money on account, or in respect of transactions we may be acting upon (such as sales and purchases of businesses or property).
- (a) For the avoidance of doubt the £500.00 cash limit applies to each matter in which we are acting for you and not just to each transaction relating to that matter.
- (b) We shall not be liable to you for any losses you may suffer as a result of any refusal by us to accept cash payments of over £500.00.

## **26. Personal Liability of Directors and Members**

- 26.1 As a separate and independent stipulation the signing of these Terms of Business by a director of a company for and on behalf of a company, or by a member of an LLP for and on behalf of the LLP, shall have the effect that in consideration of us providing services to the company the director or member shall assume personal liability as a joint and principal debtor to pay on demand and without set off or other deduction all money that shall at any time after the commencement of this contract become due and payable to the this firm by the company.

## **27. Equality & Diversity**

- 27.1 We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity Policy.
- 27.2 If you have a disability and have any special requirements in relation to the way in which we handle your work, please let us know.

## **28. Rights of Third Parties**

- 28.1 Except as stated otherwise in clause 14.8, a person who is not a party to this agreement shall not be entitled to enforce any of its terms.

## **29. Applicable Law, etc.**

- 29.1 These terms and our CCL shall be governed by, and interpreted in accordance with English law. Any disputes or claims concerning this agreement and any matters arising from it shall be dealt with only by the courts of England and Wales.
- 29.2 If we or you do not enforce our respective rights under this agreement at any time it will not prevent either us or you from doing so later.
- 29.3 If any provision of this agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement which shall remain in full force and effect.

## **30. Conditional Fee Agreements (CFA)**

- 30.1 Where the relationship between the Client and Black Norman Solicitors Limited is subject to a signed CFA, then any terms or

conditions within that CFA that are in conflict with any terms or conditions in this document, shall have precedence.

## **31. Authority**

- 31.1 I confirm that you may accept verbal instructions from me, and act on them; even though these instructions are not subsequently confirmed in writing and I agree to be bound by those instructions. If I wish to change my instructions (e.g. on a completion date) I acknowledge that the onus is on me to inform Black Norman Solicitors immediately who, otherwise will rely on the previous instructions given.
- 31.2 In order to exchange contracts it will be necessary for Black Norman Solicitors to make arrangements and give undertakings to the other side's lawyers on the day on which contracts are exchanged. Accordingly, I authorise you to give such undertakings and that my instructions will not be revoked or varied except in writing and will not affect any actions taken before you receive such written communication.
- 31.3 I hereby give you Power of Attorney to sign and submit online the SDLT (Stamp Duty Land Tax) form to the Land Registry on my behalf. (Purchase & Re-mortgage Cases Only).
- 31.4 I authorise Black Norman Solicitors to obtain personal searches in respect of the Local Authority and Water/Drainage search via an independent search agency. Please note should you require any further assistance (i.e the differences from a full search to a personal search) then please contact this office. (Purchase & Re-mortgage Cases Only).

Ref: BLA521/0018/SLK

**A copy of these Terms of Business is  
available in larger print. Please contact  
us if you require a copy.**

**CLIENT-1** (Individual / Co Director / LLP Member)

I, .....

(PRINT FULL NAME)

Of:.....

.....

.....

(PRINT FULL ADDRESS)

**BANK ACCOUNT DETAILS for Receipt of Funds:**

Bank Name:

Bank Account Name:

Bank Sort Code:

Bank Account Number:

\* SIGNED: .....

DATED: .....

**CLIENT-2** (Individual / Co Director / LLP Member)

I, .....

(PRINT FULL NAME)

Of:.....

.....

.....

(PRINT FULL ADDRESS)

**BANK ACCOUNT DETAILS for Receipt of Funds:**

Bank Name:

Bank Account Name:

Bank Sort Code:

Bank Account Number:

\* SIGNED: .....

DATED:.....

**CLIENT-3** (Individual / Co Director / LLP Member)

I, .....

(PRINT FULL NAME)

Of:.....

.....

.....

(PRINT FULL ADDRESS)

**BANK ACCOUNT DETAILS for Receipt of Funds:**

Bank Name:

Bank Account Name:

Bank Sort Code:

Bank Account Number:

\* SIGNED: .....

DATED:.....

\* When signing as a Company Director or LLP Member, I confirm that I have read section 23 of these Terms of Business in respect of accepting personal liability for any unpaid debts arising out of work done under this agreement.

By signing above, I/we hereby authorise and consent to Black Norman Solicitors Limited, 67-71 Coronation Road, Crosby, Merseyside L23 5RE, acting on my/our behalf in relation to the above matter in accordance with the details as set out in the accompanying Client Care Letter to the Terms of Business herein.