open law
Your local down to earth solicitors

Terms of Business

A fresh approach to law

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1 Our contract with you

1.1 These **Terms of Business** (as updated from time to time) apply to all work we do on your behalf. It is an important document—please read and keep it in a safe place for future reference.

1.2 Each time you instruct us on a new matter we will send you a letter confirming your instructions and setting out the scope of the work we will carry out for you, our fees and individual contact details. This is called the **Engagement Letter**. These Terms of Business should be read together with the Engagement Letter—together they form the contract between us.

1.3 If there is any inconsistency between our Terms of Business and the Engagement Letter, the Engagement Letter will take priority.

1.4 Although your continuing instructions in this matter will amount to your acceptance of these Terms of Business, we ask that you sign, date and return one copy for our file.

1.5 Unless otherwise agreed, these Terms of Business will apply to all future instructions you give us on this or any other matter.

1.6 Professional rules of conduct require us to make clients aware of various matters from the outset of a retainer. The purpose of this document is to provide you with the formal statement setting out these matters. We urge you to read this document and if you have any queries, you should not hesitate to the person dealing with your matter for clarification.

1.7 These Terms of Business are subject to change from time to time and are updated on our website at www.open-law.co.uk

1.8 This contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

2 About us

2.1 Open Law Limited trading as Open Law is a company incorporated in England and Wales with registered number 12083385. Its registered office is at Britannia Mills, Slaithwaite, Huddersfield, HD7 5HE.

2.2 You can find details of the postal address, fax number, telephone number and email address of each office on our website at www.open-law.co.uk

2.3 Open Law is authorised and regulated by the Solicitors Regulation Authority (SRA), The Cube, 199 Wharfside Street, Birmingham, B1 1RN. The SRA is the independent regulatory arm of the Law Society of England and Wales, our professional body. Open Law and our solicitors are governed by Codes of Conduct and other professional rules, which you can access on the SRA's website at www.sra.org.uk or by calling 0370 606 2555. Our SRA authorisation number is 664429. All services provided by Open Law are regulated by the SRA.

2.4 We are registered for VAT purposes. Our VAT registration number is 165502714

2.5 Where we say 'we', 'us' or 'our' in these **Terms of Business**, we mean Open Law.

3 About you

Where we say 'you' or 'your' in these **Terms of Business**, we mean the client identified in the Engagement Letter and anyone authorised to give instructions on that client's behalf.

4 Our responsibilities and your responsibilities

What you can expect of us:

- Treat you fairly and with respect
- Communicate with you in plain language
- Review your matter regularly
- Advise you of any changes in the law that affect your matter
- Advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter

What we expect of you

- Provide documents when we ask for them and respond promptly when we ask for instructions or information
- Notify us if your contact details change
- Tell us immediately if your expectations change or if you are not sure you understand what we have discussed
- Inform us of any time limits or objectives that might not be obvious to us
- Notify us immediately if you receive any email or other communication purporting to be from the firm stating that we have changed our bank details or payment arrangements
- Let us know about any other changes that may affect the way we deal with your matter, including any changes that may affect your tax status in any jurisdiction

5 Scope of our legal services

5.1 The scope of the services we will provide is set out in the **Engagement Letter**.

5.2 We will provide legal advice and services to you with reasonable care and skill. However, the nature of many types of legal work means that it is not possible to guarantee a particular outcome.

5.3 Unless otherwise agreed in writing, we will advise only on English law and is subject to the jurisdiction of the courts of England and Wales.

5.4 We will not advise on surveying, valuation, commercial viability, trading or marketability issues. We only advise on tax when we have expressly agreed in writing to do so. Except as described at section 21 (***Financial services***), we do not provide financial services or advice.

5.5 If you ask us to obtain advice from another law firm, that firm will be responsible for the service and advice they provide.

5.6 Unless otherwise agreed in writing, our advice and any documents we prepare:

5.6.1 are for use only in connection with the specific matter on which we are instructed, can only be relied on by you; and

5.6.2 reflect the law in force at the relevant time.

5.7 Following conclusion of your instructions, we shall not be responsible for advising you of any future changes in the law which may impact upon you.

5.8 The person with conduct of your work and their status is set out in the Engagement Letter together with the name of their supervisor who has overall responsibility for your matter. Others within the Firm may from time to time assist that person. We will endeavour to avoid changing the people handling your work. However, if this cannot be avoided, we will inform you of the new person dealing with your matter and why the change was necessary.

5.9 We are only able to progress matters on your instructions. We therefore ask that you promptly provide instructions and information to us when requested to do so and that if there are periods which you will not be available, you warn us in advance and supply alternative contact details.

5.10 If two or more persons are instructing us jointly on the same matter then, unless you advise us in writing to the contrary, we shall be entitled that any one of them has the authority to give instructions for all. Everyone jointly instructing Open Law will be individually responsible for the payment of all our fees.

6 Costs and Disbursements

6.1 Unless you have been provided with a written fixed quotation our fees will be charged wholly or partly by an hourly rate. This hourly rate depends on the type and complexity of the work involved. You will be advised of the hourly rate of the fee earner with conduct of your case at the outset of your matter however for the avoidance of doubt we can confirm the following staff hourly charge rates plus VAT (currently charged at 20%).

6.1.1	Director	£300.00
6.1.2	Senior Solicitors / Licenced Conveyancer / CILEX	£288.00
6.1.3	Solicitors / Licensed Conveyancers / CILEX over 3 years	£250.00
6.1.4	Solicitors / Licensed Conveyancers / CILEX under 3 years	£200.00
6.1.5	Paralegals and Trainees	£150.00
6.1.6	Administrative Support and Assistance	£100.00

6.2 There may be on occasions where an estimate of costs cannot be provided at the outset. We will provide you with an estimate of what we expect our fees to be once we have sufficient information in relation to your matter to enable us to do so.

6.3 Time spent on your matter will include meetings with you and perhaps others, any time spent travelling to appointments, considering, preparing and working on papers, correspondence and making and receiving telephone calls.

6.4 Routine letters that we write and routine telephone calls that we make and receive will be charged as units of one tenth of an hour. Other non-routine letters and telephone calls will be charged on a time basis.

6.5 In addition to the time spent, our charges may include an "up lift" to consider various factors including (but not limited to) the complexity of the issues, the speed at which action must be taken, the expertise or specialist knowledge that the case requires and, if appropriate, the value of the property or subject matter involved.

6.6 We will add VAT at the current rate to all our charges. The current rate is 20%.

6.7 The hourly rate will be reviewed on 1st September each year and we will advise you, in writing, of any increased rate from the review date.

6.8 Factors beyond our control may result in an increase in the complexity, or the amount of time that the matter takes, in which event our initial estimate or quotation may need to be revised. If this arises, we will supply a revised estimate or quotation with an explanation of the reason for the increase. We will require your written agreement to the revised estimate or quotation before we can continue to act.

6.9 Quotations and estimates are only valid if confirmed in writing. Unless accepted, quotations expire one month from the date the quotation is given.

6.10 We reserve the right to make an additional charge for certain services such as home visits, international and long-distance telephone calls and faxes, courier charges, and bank transfers.

6.11 We have provided you with the Engagement Letter and Terms of Business the details of additional costs which may be applicable if the circumstances of the terms of your original retainer differs once further information is known during the course of your transaction.

6.12 We will include in the Engagement Letter whether a payment on account of costs and disbursements is required in advance.

6.13 The fee estimate will also refer to expenses "Disbursements" which we have to pay on your behalf during the course of your transaction. These may be significant expenses such as: (not limited to) stamp duty, land registry fees, search fees, court fees, expert fees. It is not always possible for us to foresee at the outset, all expenses that may arise. We will endeavour to keep you advised during the course of the transaction any additional necessary expenses. Our completion statement will show these items separately from any professional fees.

6.14 We may ask you to make a payment to us on account of anticipated disbursements including VAT where applicable. It is a condition of our agreeing to act, and of our continuing to act, that clients promptly meet any request for payments on account. Please be aware that we have no obligation to make such payments unless you have provided us with cleared funds for that purpose. We will not accept responsibility for any loss or additional expenses incurred by you as a result of your failure to provide cleared funds which we have requested from you.

6.15 All amounts received will be detailed on your completion statement which will be provided to you before completion. The completion statement will set out all payments we need to make and amounts we anticipate receiving, on your behalf. The completion statement will also state either a balance required to complete or proceeds due to you on completion. Please also see section *19.4 ("**Form of payments**").*

6.16 We reserve the right to submit interim invoices to you for payment if a matter is likely to be protracted.

6.17 If, for any reason, we cease to represent you or if a matter does not proceed to completion you will be responsible for our fees for all work done up to that date and any disbursements incurred on your behalf unless we have agreed otherwise in writing beforehand.

6.18 Fees and disbursements invoiced to you are due for payment immediately on delivery of our invoice. Interest will be charged from that date on any amounts not paid within 30 days of delivery of the bill, calculated on a daily basis at 8% above the base rate from time to time of the Bank of England. If any invoice remains unpaid after 30 days from the date of delivery, we reserve the right to terminate our retainer, that is to suspend work on your files and, ultimately, to refuse to continue to act for you.

6.19 If we are in possession of any monies due to you, for instance damages recovered for you or the proceeds of sale of a property, we will deduct any fees and disbursements due to us from those monies.

7 Abortive fees

7.1 Unless your Engagement Letter states anything to the contrary i.e. no completion no fee (which is applicable to costs as any incurred disbursements would require reimbursement if incurred with insufficient money on account) then following will apply:

7.1.1 If for any reason a transaction does not continue to completion then we reserve the right to make a charge for work done. Any such charge will normally represent the amount of work undertaken or as a proportion of the estimated fee in relation to the amount of work done plus any expenses incurred.

7.1.2 In residential conveyancing transaction we will charge based on the following percentages if the transaction is aborted:

After receipt of contract documentation or issue of the contract	25% of the estimated fee
Received or raised pre-contract enquiries	50% of the estimated fee
Once you have been reported to (on a purchase) or responded to the pre-contract enquiries (on a sale)	75% of the estimated fee

8 Limited Companies

8.1 When accepting instructions to act on behalf of a limited company we may require a director or controlling shareholder to sign a form of personal guarantee in respect of the legal costs and disbursements of this Firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of charges on an hourly basis and expenses as set out earlier.

9 Tax Advice

9.1 Our role is to provide legal advice. We will not advise on tax matters unless we have specifically agreed in writing to do so. Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us in writing immediately. We recommend that you seek independent tax advice in relation to your transaction.

10 Service standards

10.1 We are normally open between Monday to Friday 9.00am to 5.00pm. We may be able to arrange appointments outside of these hours, in cases of emergency. We are closed on all bank holidays. Please be aware that Mondays and Fridays are the busiest days as is the last working day of the month.

10.2 We will update you by telephone or in writing (including by email) with progress on your matter regularly and explain to you the legal work required as your matter progresses.

10.3 We will update you at appropriate intervals on the likely timescale for each stage of your matter and any important changes in those estimates. Whenever there is a material change in circumstances associated with your matter, we will update you on whether the likely outcomes still justify the likely costs and risks.

10.4 We will update you on the cost of your matter at the intervals set out in the Engagement Letter.

10.5 We are committed to acting in a way that encourages equality, diversity and inclusion in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

11 Our liability to you

11.1 Your contract is solely with Open Law, which has sole legal liability for the work done for you and for any act or omission in the course of that work. No representative, director, officer, employee, agent or consultant of Open Law, will have any personal legal liability for any loss or claim.

11.2 Unless explicitly agreed otherwise, in writing:

11.2.1 we do not owe, nor do we accept, any duty to any person other than you; and

11.2.2 we do not accept any liability or responsibility for any consequences arising from reliance on our advice by any person other than you.

11.3 We are not responsible for any failure to advise or comment on matters falling outside the scope of our instructions, as set out in these Terms of Business and the Engagement Letter.

11.4 Our maximum liability to you (or any other party we have agreed may rely on our services) in relation to any single matter or any group of connected matters which may be aggregated by our insurers will be £3,000,000 including interest and costs unless we expressly state a different figure in the Engagement Letter.

11.5 We will not be liable for any of the following (whether direct or indirect):

11.5.1 losses not caused by any breach of contract or tort on the part of the firm;

11.5.2 loss of revenue;

11.5.3 loss of profit;

11.5.4 loss of or corruption to data;

11.5.5 loss of use;

11.5.6 loss of production;

11.5.7 loss of contract;

11.5.8 loss of opportunity;

11.5.9 loss of savings, discount or rebate (whether actual or anticipated); and

11.5.10 harm to reputation or loss of goodwill.

11.6 Nothing in these Terms of Business shall exclude or restrict our liability in respect of:

11.6.1 death or personal injury caused by our negligence;

11.6.2 fraud or fraudulent misrepresentation;

11.6.3 any losses caused by wilful misconduct or dishonesty;

11.6.4 any other losses which cannot be excluded or limited by applicable law.

11.7 Please ask if you would like us to explain any of the terms above.

12 Legal work

12.1 Property transactions disclaimers

12.1.1 It is not our responsibility to carry out a physical inspection of the property. We will not advise on the valuation of the property nor the suitability of your mortgage or any other financial arrangements.

12.1.2 The Local Authority Search will only relate to the land being bought or mortgaged and will not cover neighbouring properties or any wider area unless specifically requested by you.

12.1.3 We will not give any advice on the planning implications of a proposed purchase beyond on reporting to you the results of the local search.

12.1.4 We will not advise you on environmental liabilities. We will assume, unless you tell us otherwise, that you are making your own arrangements for any appropriate investigations. We may, however, need to obtain on behalf of your lender, at your expense, an environmental search. We have to inform you that we are not qualified to advise you on any issues and/or potential liabilities relating to the possible contamination of any land and/or flooding issues which may be relevant to your purchase. If you have any doubts, please speak with the person with conduct of your matter.

12.1.5 In order to protect our lender clients against mortgage fraud, we are obliged to ensure in all conveyancing transactions that all purchase monies including the deposit are through our client account and not directly to the seller. We are also obliged to report to your lender any allowances offered by the seller.(Also we refer you to section 12.3 **Acting for your Lender in conveyancing transactions**)

12.1.6 You authorise us to disclose to the other parties in a conveyancing transaction, and if applicable to all other parties in a chain of transactions, their agents and their advisors, all information we have in relation to your part in the transaction including any related sale or mortgage and wishes as to dates for exchange of contracts and completion. Should you wish to limit the scope of any updates to parties within your chain, please ensure that you inform the person with conduct of your matter in writing.

12.2 Stamp Duty Land Transaction Tax (SDLT)

12.2.1 If the transaction involves a purchase or a transfer of ownership, we will be required to notify HM Revenue and Customs of the liability of SDLT. The responsibility to notify this liability is your responsibility. As part of our service we will prepare the SDLT1 form. It is for you to review and ensure that the information supplied is accurate and correct. If you require specific advice in relation to SDLT you must seek independent tax advice before completion. This form has to be signed by you so that we can arrange to submit this on completion. We will not be able to complete your transaction unless we are in receipt of a duly signed form.

12.3 Acting for your lender in conveyancing transactions

12.3.1 If the transaction involves the redemption or consent from an existing lender, we will need to obtain a redemption statement from your existing lender. Once contracts have exchanged, we will obtain a further redemption statement calculated to the date of completion. Please note that your lender may charge you for obtaining a further redemption statement. Please note that if consent is required it is your responsibility to ensure that you meet the lenders requirements in order that they can issue confirm their compliance to your instructed matter i.e. removing someone from an existing Remortgage on a transfer of equity matter.

12.3.2 If you are purchasing and/or remortgaging a property with the benefit of a mortgage, we will also act for the Lender (unless they have separate legal representation). We have a duty to make full disclosure to the lender of all relevant facts relating to you, your purchase and your mortgage. This will include the disclosure of any discrepancies between the mortgage application and information which you disclose to us throughout the transaction or revealed in the course of your matter including for example: source of deposit, price variations, any cashbacks, incentives, title issues. If a conflict of interest arises we may act for your lender in this matter and in some instances, we must cease to act for you as well. These duties are usually also noted in your mortgage offer and/or conditions of mortgage.

12.3.3 It is your responsibility to comply with the terms and conditions specified in the mortgage offer issued by the intended Lender including this remains in date on the proposed date for completion. In particular, you should be aware of the financial implications of any deductions, retentions, redemption penalties or interest payment upon early repayment. If you experience difficulty in understanding the terms of a mortgage offer you should tell us and speak with your financial advisor. Otherwise we will assure that the terms of the mortgage have been explained to you by the body arranging the mortgage and the mortgage offer is understood and acceptable to you.

12.4 Family transactions:

12.4.1 Recovering legal costs and disbursements

(a) If a court orders another party to pay some or all of your legal costs and disbursements it is important to appreciate that you have to pay the legal costs and disbursement and any amounts then recovered will be repaid to you.

(b) The other person will be liable to pay the VAT element of any costs if you are unable to recover the VAT.

(c) If the other party is in receipt of legal aid no costs are likely to be recovered.

(d) A client who is unsuccessful in a court case may be ordered to pay the other party's legal costs and disbursements which would be in addition to our legal costs and disbursements.

13 Conveyancing Quality Scheme

13.1 Open Law is an accredited member of the Law Society Conveyancing Quality Scheme (CQS). The CQS provides a recognised quality standard for residential conveyancing transactions.

13.2 In accordance with Confidentiality section at 17 (***Confidentiality***) the CQS audit procedure requires examination of client files from time to time. Your file may be selected for auditing. If that happens the examination is conducted under strict controlled circumstances and only with duly appointed and qualified individuals. By accepting these terms of business this includes your consent to the disclosure of your file if necessary. Such consent may be withdrawn by you in writing at any time.

14 Referral arrangements

14.1 Within the fees stated in your quote, we may make a payment to the person or company that referred you to us. This may be an estate agent or financial advisor.

14.2 If you have been referred to us under a referral agreement please note that you are our client, not the person who has referred you to us. On this basis we will only act in your best interests regardless of whether the advice given is in the interests of the person or company who referred you to us. Payment of a referral fee will not affect our independence or the integrity of the service we provide to you.

14.3 If we have a referral arrangement with your agent/advisor that involves us paying a fee, this is paid out of our marketing budget and will not be passed on to you.

15 Our charges and billing

15.1 You are liable to pay legal costs as set out in the Engagement Letter, which also states the arrangements for billing. We will usually discuss this with you at the outset of your matter.

15.2 We may deliver our bills to you electronically. Please let us know if you have any particular requirements for the delivery of our bills.

15.3 Invoice relating to fixed fees and agreed fees will be delivered when they are immediately due for payment. All other types will be due within 14 days and in the currency in which they are submitted (GBP).

15.4 Our invoices are payable on delivery and if email is the normal method of communication between us, sending an invoice by email will constitute valid delivery of that invoice.

15.5 Please inform us if you would like a third party to be responsible for paying our bills or any part of them. We must approve this in advance and we will need the party's name, contact details and any other information or identification documents we request. It is your responsibility to pay our bills even if someone else has agreed to pay some or all of them and our bills will still be addressed to you. If someone else does pay some of our bills, you are responsible for paying the rest.

15.6 We may charge interest on overdue bills at 8% above Bank of England Base Rate.

15.7 We may cease acting for you if an interim bill remains unpaid after 30 days or if our reasonable request of a payment on account of costs is not met.

15.8 You have the right to challenge or complain about our bill. Please see section 23 (*Complaints*) for details of how to complain about our bill.

15.9 You have the right to challenge our bill by applying to the court to assess the bill under the Solicitors Act 1974. The usual time limit for applying to the court for an assessment is one month from the date of delivery of the bill.

16 Confidentiality

16.1 We will keep your information confidential, unless:

16.1.1 you consent to the disclosure of that information;

16.1.2 disclosure of the information is required or permitted by law or regulatory requirements that apply to us; or

16.1.3 these Terms of Business state otherwise.

16.2 Examples of organisations we may be required to disclose your information to include:

16.2.1 the National Crime Agency;

16.2.2 domestic and international tax authorities;

16.2.3 regulatory authorities.

16.3 Unless you instruct us otherwise, email will be our default method of communication. We deploy a range of information security measures, but we cannot guarantee the security of information or documents sent by email. If you do not wish us to communicate information by email, please let us know.

16.4 Please note that email transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, late in arriving or incomplete as a result of the transmission process. Please note that information sent by e-mail may be intercepted in transmission and may be altered without our knowledge. You are advised to verify any advice given before acting upon it. Open Law, therefore, does not accept liability for any errors or omissions in the contents of this message which arise as a result of email transmission. Although Open Law endeavours to take every care by use of anti-virus software to ensure emails are sent without viruses we do not accept responsibility or liability for any damage whatsoever that is caused by viruses being passed by this email and is not responsible for the abuse of third parties, or for any alteration or corruption in transmission. We reserve the right to intercept, copy or monitor all email communications through our internal or external network.

16.5 External organisations such as the Information Commissioner's Office and the SRA may conduct audit or quality checks on our practice from time to time. They may wish to audit or quality check your file and related papers for this purpose. We will require that these external organisations maintain confidentiality in relation to any files and papers which are audited or quality checked.

16.6 Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business. If you do not wish your file to be used in this way, please let us know as soon as possible.

17 Privacy and data protection

17.1 We use your personal data primarily to provide legal services to you, but also for related purposes such as administration, billing and record keeping and to inform you of our services and events that we think may be of interest to you.

17.2 Our use of your personal data is subject to your instructions, the UK General Data Protection Regulation (UK GDPR) other relevant UK legislation and our professional duty of confidentiality.

17.3 We take your privacy very seriously. Our Privacy policy contains important information on how and why we collect, process and store your personal data. It also explains your rights in relation to your personal data. The Privacy policy is available on our website at www.open-law.co.uk, but please contact us if you would like us to send a copy to you or if you would prefer us to explain our Privacy policy verbally.

17.4 We may record telephone calls and monitor emails for training, regulatory and compliance purposes.

17.5 We use third party service providers (including 'cloud' service providers) to help us deliver efficient, cost-effective legal services. This may include document/information hosting, sharing, transfer, analysis, processing or storage. We ensure all third-party service providers operate under service agreements that are consistent with our legal and professional obligations, including in relation to confidentiality, privacy and data protection. If you instruct us to use an alternative provider for storing, sharing or exchanging documents/information, we are not responsible for the security of the data or the provider's security standards.

18 Cybersecurity and our Bank details

18.1 **Please be aware of Fraud.** We will provide you with the Firm's bank details by post only which will be given at the onset of the transaction. **Open Law will not give out bank details by email.** Please be vigilant to fraud.

18.2 **We will only provide to you our bank details by post which will be sent to you once we are satisfied with our internal checks as specified under section 20 (Prevention of money laundering, terrorism and proliferation.**

18.3 We will **NEVER** notify you of a change of banking details by email, or text message. There are an increasing amount of email scams and cybercrime currently being reported in the media but despite security measures of companies and individuals being in place, emails can be hacked and the contents altered.

18.4 If you receive such a notice, even if it appears genuine, always speak to the person dealing with your matter by calling our main office number which is printed on any official letter-headed correspondence received from us. Please be alert to the fact that fraudulent communications could contain fake contact telephone numbers. **Please always speak to the person dealing with your matter before transferring any money**. If you receive an email from Open Law requesting your bank details or requesting monies always telephone the person dealing with your matter at our offices immediately to confirm the details before making any payment.

18.5 It is your responsibility to make sure that the bank details you are sending funds to are correct. We cannot accept any responsibility for funds transferred to an incorrect bank account, where you have relied on details supplied by email.

19 Banking and related matters

19.1 Our client account

Unless agreed otherwise, we hold client money in various accounts with UK banks regulated by the Financial Conduct Authority (FCA).

19.2 Changes to our bank details

We will never tell you about changes to important business information, such as bank account details, by email. Please inform us immediately if you receive any email or other communication purporting to be from the firm stating that we have changed our bank details or payment arrangements by contacting Jack Underhill of Open Law on 01484 840 445.

Before transferring any money to us electronically, please call the person who has conduct of your matter using the telephone number shown on your correspondence with us to verify that you hold the correct bank details.

19.3 Holding clients' money

19.3.1 Any money received on your behalf will be held in our Client Account.

19.3.2 In respect of accrual of interest, this is subject to certain minimum amounts and periods of time set out in the Solicitors' Accounts Rules 2019, please see section 19.7 Client Interest.

19.3.3 Where a client obtains borrowing from a lender in a property transaction, we will ask the lender to arrange that funds are received the day prior to the completion date. If the money can be telegraphically transferred, we will request that we receive it the day before completion (the Lender may charge a fee for short notice funds being released by telegraphic transfer). This will enable us to ensure that the necessary funds are available in time for completion. Please be aware that the lender may charge interest from the date of issue of their loan cheque or the telegraphing of the mortgage advance. If completion fails to take place, you will remain responsible for the fees to return the mortgage advance and any subsequent fees for the re-request of mortgage funds.

19.4 **Forms of payment**

19.4.1 Conveyancing transactions will only be financed using funds cleared for banking purposes. You must ensure that all money needed to finance the transaction is paid to us in sufficient time in advance of the funds being required so that cleared funds are available by the date required.

19.4.2 Our forms of payment we accept are:

(a) Payment by debit card (up to 3 working days following payment to Worldpay)

(b) Personal cheque (up to 7-10 working days upon receipt of the bank)

(c) Telegraphic Transfer / CHAPS (1 working day)

(d) BACS (up to 3 working days)

19.4.3 The expression "working day" does not include Saturday, Sunday, Bank Holiday and statutory holidays.

19.5 **Payments by third parties**

19.5.1 We WILL NOT accept payments by third parties except in exceptional circumstances and only with prior notice and agreement, and will require acceptable evidence of identity and address before the payment is made.

19.5.2 We reserve the right to cease acting for you if any payments are made by you or on your behalf in breach of the above requirements. We will not accept responsibility for any loss or additional expenses incurred by you as a result of such termination, or any delay in the transaction caused while we verify the source of the funds. Any additional charges incurred as a result of such delay will be your responsibility and must be paid before we continue to act for you.

19.6 **Payments made by us**

19.6.1 If we are instructed jointly on a transaction and you require monies to paid into a sole account, we will need written authority from both parties.

19.6.2 In relation to sale or re mortgage transactions, by accepting our terms of business you will be giving to us EXPRESS AUTHORITY to discharge all mortgages, charges and other incumbrances that are registered against your property including undertakings given to third parties (such as banks or other financial institutions) to discharge monies due to them out of the proceeds of sale. This authority must be considered as irrevocable.

19.6.3 Please note our current bank has a cut off time of 3:30pm for CHAPS transactions and therefore we cannot make payments of mortgage redemptions and sums to you after 3:20pm on the day of completion due to the time it takes us to set up a CHAPS payment.

19.6.4 With regards to sale transactions we will only redeem mortgages and release funds to you when the keys have been handed to the buyers and we hold a signed Transfer Deed on file. This means if the keys are not with the estate agents/buyers by 3:00pm or we do not hold your signed Transfer Deed we may redeem your mortgage and release funds to you on the next working day.

19.6.5 We reserve the right to charge an electronic funds transfer administration fee where redemption monies, balance of funds or purchase money is sent by bank transfer. Please refer to your Engagement Letter.

19.7 **Payment of interest**

19.7.1 We will pay a fair sum of interest to clients or third parties on client money we hold on their behalf.

19.7.2 If a client instructs us in writing, monies on which interest may be payable can be held in separate deposit accounts exclusively related to that client and designated by the use of the client's name. Where clients require us to open separate deposit accounts, we will do so. Naturally this involves additional administrative work and a charge for opening and operating such an account may be made. Transfers between designated deposit accounts and our general clients account will also be subject to a charge for each transfer. If you wish us to hold funds in this way please instruct us in writing. We will not open such an account on our own accord due to the large volume of client matters we deal with on a daily basis.

19.7.3 We will not pay interest:

(a) on money we are instructed to hold outside a client account in a manner that does not attract interest, e.g. cash held in our safe;

(b) where the amount of interest is less than £20.00;

(c) where we agree otherwise, in writing, with you or the third party for whom the money is held.

19.7.4 Please ask us if you would like to see our written payment of interest policy.

19.8 **Bank failure and the Financial Services Compensation Scheme**

19.8.1 We are not liable for any losses you suffer as a result of any bank in which we hold client money being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS).

19.8.2 The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £85,000 if a banking institution is unable, or likely to be unable, to pay claims against it.

19.8.3 The limit is £85,000 per banking institution. If you hold other personal money in the same banking institution as our client accounts, the limit remains £85,000 in total. Some banking institutions have several brands. The compensation limit is £85,000 per institution, not per brand.

19.8.4 The FSCS also provides up to £1m of short-term protection for certain high balances, e.g. relating to property transactions, inheritance, divorce or dissolution of a civil partnership, unfair dismissal, redundancy, and personal injury compensation (there is no financial limit on protection for personal injury compensation). This is called the temporary high balance scheme and, if it applies, protection lasts for a maximum of six months.

19.8.5 The FSCS (including the temporary high balance scheme) will apply to qualifying balances held in our client account. In the unlikely event of a deposit-taking institution failure, we will presume (unless we hear from you in writing to the contrary) we have your consent to disclose necessary client details to the FSCS.

19.8.6 More information about the FSCS can be found at https://www.fscs.org.uk.

19.9 **Receiving and paying funds**

19.9.1 Our policy is not to accept cash from clients. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to establish the source of the funds and this could also cause delays.

19.9.2 If we receive money in relation to your matter from an unexpected source, there may be a delay in your matter and we may charge you for any additional checks we decide are necessary.

19.9.3 Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

20 Prevention of money laundering, terrorist financing and proliferation financing

20.1 To comply with anti-money laundering, counter-terrorist financing and counter-proliferation financing requirements, we will ask you for proof of your identity, source of funds and source of wealth and we may conduct searches or enquiries for this purpose. We may also be required to identify and verify the identity of other persons such as directors or beneficial owners. If you or they do not provide us with the required information promptly, your matter may be delayed.

20.2 By virtue of the legislation and regulations we are required to:

20.2.1 Ensure we have appropriate systems and controls to comply with meeting our regulatory and legislative obligations to combat Money laundering, terrorist financing and proliferation financing not limited to the following: Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended) (MLR 2017), Terrorism Act 2000, Proceeds of Crime Act 2002.

20.2.2 Verify your identity on the basis of documents, data and information from a reliable and independent source;

20.2.3 Identify any person who is classified by the regulations as a "beneficial owner" and take reasonable measures to verify any beneficial owners identify, to include taking reasonable measures to understand the ownership and control structure of any individual, trust, company, foundation, charity or similar arrangement;

20.2.4 Ensure a clear understanding of the client's source of wealth and funds in relation to the transaction. Obtain information on the proposed and intended nature of the retainer and business relationship and so far, as it is reasonable to satisfy ourselves that the funds which relate to the matter we are instructed upon are legitimate;

20.2.5 Continue to monitor the transaction and keep identity information up to date;

20.2.6 Report to the relevant authority if we have any knowledge or suspicion that an offence under the MLR 2017 or regulations may be or has been committed.

20.2.7 Failure by us to comply with these obligations may result in criminal prosecution against us. To enable us to comply with our duties we will ask you for evidence of your identify and detailed questions in concerning source of funds and wealth.

20.3 You agree that we may make checks using online electronic verification systems or other databases as we may decide.

20.4 We use Thirdfort to enable us to verify the identity of our clients, provide proof of address and open source banking to provide bank statements. This is a secure and protected mobile application. Unless we hear from you otherwise, we will assume that by signing and returning the "client questionnaire" and "Terms of Business" that you are giving us consent to initiate the electronic identity check.

20.5 You must not send us any money until we have told you these checks have been completed.

20.6 We will charge you for these identification and verification checks—we will confirm the cost in our Engagement Letter.

20.7 If you do not provide us with that information promptly, your matter may be delayed as we cannot commence legal work until this has been satisfied.

20.8 Any personal data we receive from you for the purpose of preventing money laundering, terrorist financing or proliferation financing will be used only for that purpose or:

20.8.1 with your consent; or

20.8.2 as permitted by or under another enactment.

20.9 We are professionally and legally obliged to keep your affairs confidential. However, we may be required by law to make a disclosure to the National Crime Agency where we know or suspect that a transaction may involve money laundering, terrorist financing or proliferation financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

20.10 Subject to section 11 ('*Our liability to you*'), we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering, terrorist financing and/or proliferation financing legislation.

21 Financial services

21.1 We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/firms/financial-services-register.

21.2 We are also not authorised by the FCA to provide investment advice services. If you need advice on investments, we may refer you to someone who is authorised by the FCA to provide the necessary advice. However, because we are regulated by the SRA, we may be able to provide certain limited investment advice services where these are closely linked to the legal work we are doing for you.

21.3 The SRA is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any financial service you receive from us, you should raise your concerns with the SRA or Legal Ombudsman.

22 Professional indemnity insurance

22.1 We have professional indemnity insurance giving cover for claims against us. Details of our professional indemnity insurance can be obtained upon request.

22.2 It is a condition of our professional indemnity insurance that we notify our insurer and/or broker of any circumstances which may give rise to a claim against us. In doing so, we may disclose documents and information to our insurer, broker and insurance advisers on a confidential basis. Our insurers and brokers are contractually obliged to keep all information we pass to them strictly confidential.

23 Complaints

23.1 We want to give you the best possible service. However, if at any point you become unhappy or concerned about the service we have provided you should inform us immediately so we can do our best to resolve the problem.

23.2 In the first instance it may be helpful to contact the person who is working on your case to discuss your concerns and we will do our best to resolve any issues. If you would like to make a formal complaint, you can read our full complaints procedure https://open-law.co.uk/complaints-procedure. Making a complaint will not affect how we handle your matter.

23.3 **What to do if we cannot resolve your complaint**

23.3.1 The Legal Ombudsman can help you if we are unable to resolve your complaint ourselves. They will look at your complaint independently and it will not affect how we handle your case.

23.3.2 From 1 April 2023 the Legal Ombudsman expects complaints to be made to them:

(a) within six months of receiving a final response to your complaint;

and

(b) no more than one year from the date of the act/omission you are concerned about; or

(c) no more than one year from when you should reasonably have known there was cause for complaint.

23.3.3 If you would like more information, you can contact the Legal Ombudsman by:

(a) visiting www.legalombudsman.org.uk

(b) calling 0300 555 0333 between 9.00 to 17.00

(c) emailing enquiries@legalombudsman.org.uk

(d) writing to Legal Ombudsman PO Box 6167 Slough SL1 0EH

23.4 **Data Protection complaints**

23.4.1 If you have a concern regarding data protection, please contact our data protection officer Kara Davies at compliance@Open-Law.co.uk.

23.4.2 Complaints about a client's rights under the General Data Protection Regulation must be submitted to the Information Commissioner's Officer: www.ico.org.uk

23.5 **What to do if you are unhappy with our behaviour**

23.5.1 The Solicitors Regulation Authority (SRA) can help if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic.

23.5.2 The SRA website at www.sra.org.uk contains information raising concerns about solicitors and law firms.

24 Novation

24.1 We may transfer all rights and obligations under any contract with you to any successor to the firm in the context of its business in the event that such a successor, whether it be a partnership, or body corporate takes on the business of Open Law Limited. By continuing to instruct us having been notified of these Terms of Business you agree to the future novation of any contract you have with us in favour of the successor entity.

25 Contracts (rights of Third Parties Act) 1999

25.1 For the avoidance of any doubt, nothing in these Terms of Business shall confer on any third party the benefit or the right to enforce any term or condition.

26 Terminating your instructions

26.1 You may terminate our appointment at any time by giving us notice in writing. We can keep all your papers and documents while there is still money owed to us for our charges or disbursements.

26.2 We will only decide to stop acting for you with good reason, e.g. where we feel that the relationship has broken down, if you do not pay a bill, if you provide us with misleading information, failure to comply with the request for information in compliance with anti-money laundering requirements or if you act in an abusive or offensive manner. We will give you reasonable notice before we stop acting for you.

26.3 If you or we decide that we should stop acting for you, we will charge you for the work we have done and, where appropriate, for transferring the matter to another adviser if you so request. This will be calculated on the basis set out in the Engagement Letter.

26.4 We are not responsible for reminding you about important dates and/or any deadlines after our appointment has been terminated.

27 Distance selling – The Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013

27.1 If we have not met you in person, and you will have received and signed documentation for example by email and/or post such as an Engagement Letter and/or Terms of Business this will be by way of "*distance*" contract or if we have taken instructions from you away from the business premises i.e. if we have met you at home – this will be "*off-premises*" contract.

27.2 Once you have signed the Terms of Business, you have 14 days from when the contract was entered into to cancel this contract without giving any reason. The cancellation period will expire after 14 calendar days from the conclusion of the contract.

27.3 To exercise your right to cancel you must inform us of your decision to cancel this contract by a clear state i.e. a letter sent by post, fax or by email. To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

27.4 By signing and returning one copy of this Terms of Business you are confirming that we can commence work immediately. Where you have provided your consent for work to commence within 14 calendar day cancellation period and you later exercise your right to cancel, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation. Please refer to your Engagement Letter.

28 Storage and retrieval of files

28.1 We may create and hold client files in hard copy (paper), electronically or a combination of both.

28.2 We normally store client files (except any of your papers you ask to be returned to you) for six years after we send you our final bill (unless there are any statutory and regulatory requirements which requires us to retain files for a longer duration). Unless you instruct us to the contrary, we will store your file electronically only and will destroy our paper file. We store the file on the understanding that we may destroy it after six years. We will not destroy original documents such as wills, deeds and other securities that we have agreed to hold in safe custody but we may, on reasonable notice, send them to you for safekeeping.

28.3 We will charge an annual fee for storing original documents in safe custody, eg wills and title deeds. We will notify you of our storage rates at the appropriate time.If we prepare a deed or a will for you we will store it free of charge.

28.4 If we retrieve your file from storage (including electronic storage) in relation to continuing or new instructions to act for you, we will not normally charge for the retrieval.

28.5 If we retrieve your file from storage for another reason, we may charge you for:

28.5.1 time spent retrieving the file and producing it to you;

28.5.2 reading, correspondence, or other work necessary to comply with your instructions in relation to the retrieved file; and/or

28.5.3 providing additional copies of any documents.

28.6 We will provide you with an electronic copy of the file unless it is inappropriate to do so.

28.7 Our *Privacy policy* contains more information about how long we keep personal data for—see section 17 (**Privacy and data protection)**.

29 Signature

This document and our Engagement Letter contain the entire agreement and understanding between us and the Terms of Business upon which we propose to act for you in this matter. By signing below, and your continuing instruction in this matter will amount to your acceptance of these Terms of Business.

- I have read the Engagement Letter and Terms of Business and I agree to the same.
- Please sign, date and return one copy of these **Terms of Business**.

Signed by or on behalf of client	....
Name of person(s) signing these Terms of Business	....
Position or role of person(s) signing these Terms of Business, if not the individual client	....
Date	....

Signed by or on behalf of client	....
Name of person(s) signing these Terms of Business	....
Position or role of person(s) signing these Terms of Business, if not the individual client	....
Date	....

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