



EDKINS ♦ MILLWARD
PROPERTY LAWYERS LIMITED

TERMS OF ENGAGEMENT

The purpose of this document is to confirm the arrangements between us. Although your continuing instructions in this matter will amount to your acceptance of these Terms of Engagement, we ask that you sign, date and return one copy for our file.

The following definitions apply to this document:-

- “We” means Edkins Millward Property Lawyers Limited
- “You” means you, our client. Where we act for two or more clients jointly it is on the clear understanding that we are authorised to act on instructions from either, both or any of them.

The legal services we provide, and your contract for those services, is with Edkins Millward Property Lawyers Limited and not with any individual Director.

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BUSINESS HOURS

We are normally open between 9.00 a.m. to 5.00 p.m. Monday to Friday. However, we offer flexible hours to fit in with our clients and are happy to arrange appointments outside of these hours including evenings and weekends. We are closed during bank holidays.

Messages can be left on our answer phone outside of these hours and we will endeavour to return your call as soon as possible.

OUR RESPONSIBILITIES

We will:

- treat you fairly and with respect
- communicate with you in plain language
- review your matter regularly and update you in writing
- advise you of any changes in the law that affect your matter
- keep you updated on any likely timescales for your matter and any important changes in your estimate
- advise you of any reasonable foreseeable circumstances and risks that could affect the outcome of your matter

YOUR RESPONSIBILITIES

You will:

- provide us with clear, timely and accurate instructions
- promptly provide all documentation and information that we reasonably request
- safeguard any documents that may be required for your matter, including documents that you may have to disclose to another party
- reply to any queries we raise as soon as possible
- make it clear if there are any time limits important to you
- let us know if things change during the course of the transaction or you become aware of any new information

VAT

VAT will be charged at the rate prevailing at the relevant time.

SERVICE LEVELS AND FREQUENCY OF COMMUNICATION

We will update you by telephone or in writing (to include email) with progress of your matter regularly depending on the circumstances of your particular matter.

We will explain to you by telephone or in writing the legal work required as your matter progresses.

We will update you on the likely estimated timescales for each stage of this 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 costs and risks or whether these need to be reviewed.

EMAILS, FAXES ETC.

We will aim to communicate with you by such method as you agree. We may need to virus check discs or emails. When we write to you or anyone else on your matter by email we will not normally post a copy of the same letter.

Unless you withdraw consent we will communicate with others where appropriate by email or fax as well but we cannot be responsible as to the security of correspondence and documents sent in this way.

LIMIT OF LIABILITY

Edkins Millward has professional indemnity insurance giving cover for claims against the firm. Details of this insurance, including contact details of our insurer and the coverage of the policy, can be inspected at our office or made available on request.

We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profit or opportunity.

Edkins Millward Property Lawyers Limited is a limited company. This means the firm's Directors are not personally liable for any acts or omissions by the firm, unless the law requires otherwise. This does not limit or exclude liability of the firm for the acts or omissions of its Directors.

We can only limit our liability to the extent the law allows. In particular, we cannot limit liability for death or personal injury caused by negligence.

Please ask if you would like an explanation of any of the above terms.

REGULATED SERVICES

Edkins Millward Property Lawyers Limited is authorised and regulated by the Council for Licensed Conveyancers, WeWork, 131 Finsbury Pavement, Finsbury, London, EC2A 1NT (the CLC). This means that we are governed by a Code of Conduct and other professional rules, which you can access on the CLC's website <http://www.conveyancer.org.uk>, by calling 0203 859 0904 or by e-mailing clc@clc-uk.org.

PREVENTION OF MONEY LAUNDERING AND TERRORIST FUNDING

To comply with Anti Money Laundering Regulations we must by law obtain satisfactory evidence of your identity and address and verify that information. Please help us to do so by promptly giving us the information and documentation that we ask for. We will not be able to act for you, proceed with your transaction or be able to exchange contracts until this has been provided.

As lawyers, we are under a general professional and legal obligation to keep your affairs private. However, we are required, by current legislation, to make a report to the National Crime Agency (NCA) where we know or suspect that a transaction involves Money Laundering or Terrorist financing. Please be clear that by instructing us to act on your behalf in accordance with these Terms of Engagement you give Edkins Millward irrevocable authority to make a disclosure to the NCA should any such activity as proscribed occur or be suspected.

You agree that this authority overrides any confidentiality or entitlement to legal professional privilege. We shall be unable to tell you if we have made a report.

In some circumstances we may also need to inform the authorities of any situations of which we become aware leading us to suppose that a client or other party has committed or is intending to commit any form of crime. For example: if we believe that the person selling a property to you has acted unlawfully or is a party to some form of 'mortgage fraud' we are obliged to disclose that fact to the NCA and this may have an impact on the progress of your purchase of the relevant property.

We do also need to make you aware of the anti-money laundering guidance to which UK banks and other financial services firms must adhere issued by the Joint Money Laundering Steering Group (JMLSG). The JMLSG considers all clients with funds deposited in a law firm's pooled client account to be beneficial owners of that account. The JMLSG does not require banks to routinely identify the beneficial owners of law firm's pooled client accounts, as they do with most other accounts they issue. Pooled client accounts are granted this exemption on the proviso that this information is available on request. By paying, or agreeing third parties pay funds to us, we deem you to have consented to us disclosing your identification details to our bank if they ask us to.

We are required under the legislation to certify that someone is a true likeness to their ID. As such if we are unable to see you in person with your ID we must carry out electronic checks against you. Our fee for carrying out such checks will be £12 plus VAT.

DATA PROTECTION

We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- Updating and enhancing client records
- Analysis to help us manage our practice
- Statutory returns
- Legal and regulatory compliance

Our use of that information is subject to your instructions, our General Data Protection Regulations Policy, the Data Protection Act 2018 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as mortgage lenders and other professional advisers. Under data protection legislation you have a right of access to the personal data we hold about you. We are open and transparent about the reasons we collect and use your personal data together with your rights in this respect.

We may from time to time send you information that we think might be of interest to you. If you do not wish to receive that information please notify our offices, preferably in writing.

PRIVACY POLICY

It is necessary for us to obtain personal information from you in order to progress your conveyancing transaction. That means any information which could identify you, such as your name, address or contact details. However, you can be assured that we, as a firm, value your privacy and will use your personal data fairly and responsibly. In addition, we are subject to statutory obligations as to how we handle personal data under the General Data Protection Regulations (GDPR) and the Data Protection Act 2018. Edkins Millward Property Lawyers Limited are a "data controller" and we are responsible for managing and processing your personal data properly, protecting your rights to privacy and providing you with access to all personal information held on you.

We obtain most of the personal data directly from you but we may also collect information from publicly accessible sources such as Companies House or HM Land Registry or, with your consent, from your bank or building society, another financial institution or advisor and other professionals we may engage in relation to your matter. We can only use your personal data if we have a proper reason for doing so. We use your personal data so that we can carry out your instructions to act for you in respect of your property transaction; to comply with our legal and regulatory obligations including the detection and prevention of fraud; for our legitimate business interests or those of a third party and for direct marketing to you of our services. **Please note that you have the right to opt out of receiving marketing communication from us.** If you do not want us to contact you for direct marketing purposes please let us know by calling, e-mailing or writing to us.

It is necessary, in order for us to comply with our legal and regulatory obligations, to disclose your personal data to third parties. For example, we obtain from you identification documentation such as your passport for the purpose of carrying out money laundering checks and information from this documentation will be provided to our Anti Money Laundering (AML) search provider. We will also share your personal data with third parties where necessary to carry out your instructions, for example HM Land Registry, HMRC, your mortgage provider and our bank. Files containing your personal data may need to be made available to external auditors such as our regulator (the CLC), our accountants, insurers or brokers. Please be assured that all such third parties will be required to maintain confidentiality in relation to your personal data and that we maintain appropriate security arrangements such as the use of passwords, firewalls and restricted access to prevent your personal data from being lost, used or accessed unlawfully. We do not currently transfer your data outside the European Economic Area although some third parties may hold data outside the EEA.

Detailed information can be obtained from Get Safe Online (www.getsafeonline.org) on how you can protect your information and your computers and devices against viruses, fraud and identity theft.

We will keep your personal data after we have finished advising or acting for you although we will only hold onto personal data for as long as is necessary. In respect of files for sales transactions our files including personal data are kept for six years and in respect of files for purchase and remortgage transactions our files including personal data are kept for fifteen years after which time we will securely erase or delete the personal data. This is to comply with our regulator and professional indemnity insurer's requirements.

We may also need to share some personal data with other parties, such as potential buyers of some or all of our business or during a re-structuring. Usually, information will be anonymised but this may not always be possible, the recipient of the information will be bound by confidentiality obligations.

Under the GDPR you have the following rights:

- To request a copy of the information we hold about you, known as a subject access request;
- To be told how we obtain and use your information;
- To require us to correct any mistakes in your information which we hold, free of charge;
- To have your information erased in certain circumstances (to be forgotten);
- To object to processing of your data in certain circumstances, or to request restriction of processing of your data in certain circumstances, for example if you do not want us to use your data for marketing purposes;
- To withdraw specific consent you may have given for the purpose of processing your data;
- To request the return of the information you have provided or sent to another firm;
- To complain to the Information Commissioner's Office.

The person responsible for data protection in this firm is Micaela Edkins. If you chose to exercise any of these rights, please let Micaela have enough information to identify you (e.g. your full name, address and client or matter reference number) and proof of your identity and address (a copy of your passport and either your driving licence or a recent utility or bank statement). You can contact Micaela on micaela@edkinsmillward.co.uk or by telephone: 01323 888250.

You can contact the Information Commissioner <https://ico.org.uk/concerns> or telephone: 0303 123 1113 if you have a complaint about the way we have handled your data.

By submitting your personal information you consent to the use of that information as set out in this policy.

STORAGE AND RETRIEVAL OF FILES

If you are selling a property then, following completion, we will forward all paperwork (including original documents) we hold in respect of the property to your buyers' solicitors. If you are buying a property we will send to you any deeds we receive from the sellers' solicitors for your safe-keeping once you have been registered as the new owner of the property at the Land Registry.

We will keep our file of papers for up to 6 years in respect of a sale file and 15 years in respect of a purchase/remortgage file after the date of completion of your matter after which the file of papers will be destroyed without further reference to you. We do not provide a document deposit custody service.

There will be a charge of £15.00 (or £20.00 for next day retrieval) if we take papers or documents (e.g. your old file) out of storage in relation to continuing or new instructions to act for you. We may also charge you for time spent producing stored papers that are requested, reading, correspondence or other work necessary to comply with your instructions in respect of the retrieved papers. A quote will be provided before any work is undertaken.

EXTERNAL AUDITING

External firms or organisations may conduct audit or quality checks on our practice, eg our regulator (the CLC), our accountants and assessment bodies for quality accreditations. These external firms or organisations are required to maintain confidentiality in relation to your files. Please contact Micaela Edkins if you do not wish your files to be disclosed to external auditors.

TERMINATING YOUR INSTRUCTIONS

You may end your instructions to us at any time, by giving us notice in writing. We can keep all your papers and documents while our charges and disbursements are outstanding. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf you must tell us this clearly in writing.

We can only decide to stop acting for you with good reason (for example, if you do not pay an invoice, you do not comply with requests for payment on account or there is a conflict of interest). We must give you reasonable notice that we will stop acting for you. If you or we decide we should stop acting for you, you are liable to pay our charges up until that point.

Please note that under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulation 2013 you may have the right to withdraw your instructions without charge within 14 days of the date on which you asked us to act for you. If this is when we have taken instructions during a home visit and this applies to you we will provide you with an Information Sheet before or at the meeting with you. If you instruct us to start work on your matter within that period but you then cancel your instructions within the 14 days you will have to pay an amount which is in proportion to what has been performed until you have communicated your cancellation to us in comparison with the full amount estimated. If you seek to withdraw you should give notice by phone, email or letter to the person named in the engagement letter we send to you as being responsible for your work.

LIMITED COMPANIES AND LLP'S

Our engagement and agreement to act for a limited company or to a limited liability partnership is on the understanding that the directors of the company or the members of the LLP jointly and severally agree to meet our fees if the company or the LLP does not do so.

By signing and returning the duplicate of our letter of engagement the director of the company or the member of the LLP signing agrees this provision on his own behalf (in addition to on behalf of the company or LLP) and separately on behalf of his co-directors or co-members.

CONFIDENTIALITY

The information and documentation you provide us with is confidential and subject to legal professional privilege unless stated otherwise in this document, our Privacy Policy or our letter confirming your instructions, such as in relation to prevention of Money Laundering and Terrorist Financing or we advise you otherwise during the course of your matter.

In the event that we suspect that a transaction may be subject to Money Laundering or Terrorist Financing we are required by legislation to disclose client information to the National Crime Agency. If this happens while we are acting for you the law also provides that we are not allowed to tell you about the situation. Where the law does allow we will inform you about any money laundering concerns and the necessary action.

Your information and documentation may also be seen by external firms conducting audit or quality checks on our practice, for example our accountants and/or our regulator the Council of Licensed Conveyancers. We may also outsource work such as typing or photocopying and we use cloud storage for our client files and other confidential information. However, please be assured that we will obtain a confidentiality undertaking from any such third party.

We cannot absolutely guarantee the security of information communicated by e-mail or mobile phone. Unless we hear from you to the contrary, we will assume that you consent for us to use these methods of communication. We will **never** provide you with bank details by e-mail or mobile phone and will **never** ask you to provide bank details to us by email or phone.

RECEIVING AND PAYING FUNDS

Our policy is to only accept cash from clients up to £100.00. 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 prove the source of funds. Where we have to make a payment to you, it will only be paid by bank transfer or cheque. It will not be paid in cash. Regrettably we cannot make payments of money to a third party. We will **only** accept bank details in writing (not by e-mail) and where your bank details change during the course of the transaction we will telephone you to confirm this.

We do not accept responsibility for any loss if you suffer loss as a result of our bank, Metro, temporarily suspending payments or failure by their system to enable us to manage our accounts, the insolvency of the banks or similar problem with the banks.

COMPLAINTS

We are committed to providing you with high quality legal advice and client care. If you are unhappy about any aspect of the service you receive or about the bill, please initially contact the person who has undertaken the work. If they are unable to resolve matters to your satisfaction please contact **Deborah Millward** on 01323 888208 or at debbie@edkinsmillward.co.uk or by post to 3 Townhouse Gardens, Market Street, Hailsham, BN27 2AE if Micaela Edkins is acting for you. Alternatively, please contact **Micaela Edkins** on 01323 888113 or at micaela@edkinsmillward.co.uk or by post to 3 Townhouse Gardens, Market Street, Hailsham, BN27 2AE if Deborah Millward is acting for you. We have a written procedure that sets out how we handle complaints. It is available to download from our website or can be provided by e-mail or by post on request. Complaints will be taken seriously and responded to in writing within 7 days. If a full response cannot be given the complaint will at least be acknowledged within 7 days giving the reason for the delay and committing to respond within 28 days of the initial complaint.

If after following the Complaints Procedure you are dissatisfied with any aspect of our handling of your complaint, you may contact directly the Legal Ombudsman to ask them to consider the complaint further. The Legal Ombudsman's contact details are:

Telephone no : 0300 555 0333
Email : enquiries@legalombudsman.org.uk
Legal Ombudsman
PO Box 6806
Wolverhampton
WV1 9WJ

Unless it agrees there are good reasons not to do so, the Legal Ombudsman will expect you to allow us to consider and respond to your complaint in accordance with the procedure set out above in the first instance. You can refer your complaint up to six months after you have received our final written response to your complaint. You can also use the Legal Ombudsman service if we have not resolved your complaint within 8 weeks of us receiving it. A complaint can be referred to the Legal Ombudsman up to 6 years from the date of the act of omission or up to 3 years after discovering a problem. The Legal Ombudsman deals with service related complaints; any conduct related complaints will be referred to the Council of Licensed Conveyancers. Further information regarding the Legal Ombudsman can be found on its website <http://legalombudsman.org.uk>.

In addition to the above, if you make a valid claim against us for loss arising out of work for which we are legally responsible, and we are unable to meet our liability in full, you may be entitled to claim from the Compensation Fund administered by the Council for Licensed Conveyancers (from whom details can be obtained).

OUR BILL

You are liable to pay legal costs as set out in our Fee Estimate which will be included with our initial letter confirming instructions. We will also usually discuss this with you at the outset of the transaction.

Bills should be paid within 30 days. We may charge interest on overdue bills at the rate of 4% per annum above the Barclays Bank Plc base lending rate from time to time, until payment is made in full and you agree to indemnify us in respect of all legal costs and expenses incurred by us in seeking to obtain payment in full.

The Fee Estimate supplied will only change if we are involved in significantly more work than anticipated, if any unusual circumstances arise during the course of the transaction or if the transaction differs from that for which the original Fee Estimate was given. You will be notified as soon as we become aware that it is going to be necessary to materially increase the Fee Estimate and we will obtain your consent before proceeding with the transaction.

The Fee Estimate will include details of the disbursements we anticipate but the exact amount may not be known at the beginning of a transaction. We will require money on account in respect of disbursements such as search fees, management pack fees and money laundering checks.

We will make a charge, including for disbursements incurred, for work carried out in a transaction which does not proceed for any reason. The amount of the fee will be calculated on the amount of time spent and the work involved. However, if the transaction does not proceed because a conflict arises which was, or should have been, foreseen we will not make a charge for the work undertaken (other than for disbursements properly incurred).

Sometimes we are asked to give a "solicitors undertaking" to cover a third party's costs. In those cases we will discuss the terms of such undertaking with you and if you instruct us to give the undertaking then we

will ask you to deposit with us the appropriate sum (out of which we can pay the necessary undertaking). Once given we have to comply with any such undertaking and the funds are non-refundable should the matter not proceed.

Legal fees and disbursements will be deducted from money held on your behalf on completion. We will provide you with a completion statement before completion and all monies required to cover legal fees and disbursements must be transferred to our account at least one working day before completion. If you do not provide us (before completion) with any required Stamp Duty Land Tax and Land Registry fees and you have a mortgage your lender will not allow us to complete.

We reserve the right not to complete your sale and/or purchase if any of our costs and disbursements remain outstanding.

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

We are entitled to keep your money, papers and other documents belonging to you while there is still money owed to us for fees and disbursements.

CHAPS Payments: Where we make a CHAPS payment on your matter we make a service charge of £30.00 plus VAT per payment. The bank charge us £20.00 for sending each CHAPS payment.

MORTGAGE LENDER

We will request mortgage monies at least one working day prior to completion to avoid delays on completion relating to not receiving mortgage monies in time. Please be aware that the mortgage lender will start charging you interest from the date the mortgage monies are sent to our account.

If your mortgage lender requires you to use a firm other than ourselves for its legal work in connection with the mortgage you will be responsible for the charges made by that firm, in addition to the charges made by this firm. Otherwise, it is important for you to be aware that we will be acting for both yourself and your mortgage lender and the legal costs set out in our Fee Estimate includes our fee for acting for you **and** your mortgage lender. Should any matters arise that we are required to report to your mortgage lender then by signing these Terms of Engagement you give us authority to do so without seeking your further consent.

PAYMENT OF INTEREST

Any moneys received on your behalf will be held in our client account. We will not account to you for any interest which is paid or ought to be paid on any money received or held by us for or on your behalf.

INTRODUCTORY FEES

We may pay an introductory fee of up to £150.00 plus VAT for the introduction of a client. However, there is no impact or additional charge to you. If we pay an introductory fee in respect of your transaction this will be detailed in our initial letter to you. No pressure is to be exerted on you by a third party to use our services and you always have a choice of provider.

NON LEGAL MATTERS

As we are a firm of property lawyers we are not qualified to advise you on non legal matters, such as the condition of a property, the value of a property, any tax implications nor any form of financial advice. If you are concerned you will need to seek advice from an appropriately qualified professional. In any event, we would always advise you to obtain a structural survey on any property you are purchasing before exchange of contracts.

In property transactions in particular issues can arise with regard to Value Added Tax, Stamp Duty Land Tax and Capital Gains Tax where highly complex provisions apply. We are not qualified to advise you on tax implications of a transaction and advise you to liaise with separate tax consultants.

INSURANCE DISTRIBUTION ACTIVITY

This firm is not authorised by the Financial Conduct Authority. However, we are included in the register maintained by the Financial Conduct Authority so that we can carry on Insurance Distribution Activities, which is broadly advising on, selling and administration of insurance contracts. This part of our business is regulated by the Council for Licensed Conveyancers, and arrangements for complaints or redress if something goes wrong are subject to the jurisdiction of the Legal Ombudsman (www.legalombudsman.org.uk). The register can be accessed via the Financial Conduct Authority website at <https://register.fca.org.uk>.

During the course of a conveyancing transaction it may be necessary to obtain an indemnity insurance policy quotation. In those cases we will obtain a quotation from one broker or intermediary only – unless the premium rate quoted by that party appears to us to be excessive (in which case we may obtain a second or third comparative quote). Obtaining comparative quotes involves additional time and expense.

EQUALITY AND DIVERSITY

We are committed to promoting equality and diversity 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.

APPLICABLE LAW

Any dispute or legal issue arising from our Terms of Engagement will be determined by the law of England and Wales, and considered exclusively by the English and Welsh courts.

FUTURE INSTRUCTIONS

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

SIGNATURE

Please sign, date and return one copy of these Terms of Engagement as your confirmation that you have read, understand and accept the same and authorise Edkins Millward to act on your behalf and commence work immediately. Although please note your continuing instructions in this and any other matter will amount to an acceptance of these terms.

Signed.....

Your Name.....

Date :

Signed.....

Your Name.....

Date :

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