

TERMS & CONDITIONS OF BUSINESS FOR BAKER ASHLEY LIMITED

Our Client: (Enter Clients Names) of (Clients Correspondence Address)

Our reference number: (Enter Our Reference)

1. General

- 1.1 Baker Ashley Limited is registered in England and Wales with company number: 10887751. Its registered office address is: 17 Gelliwastad Road, Pontypridd, CF37 2BW. Its VAT number is: 273611313.
- 1.2 A full list of company directors is available at our registered office or at companies house, the website address is:
<https://beta.companieshouse.gov.uk/company/10887751/officers>
- 1.3 Baker Ashley Limited is authorised and regulated by the Solicitors Regulation Authority under I.D. number 643021.
- 1.4 The normal hours of opening at our office are between 9.00am and 5.00pm on weekdays (Mondays to Fridays). Our office telephone number is: 01443 716242.

2. Acknowledgement of Terms

- 2.1 We will not start work on your matter, except in the most urgent cases, until we receive acceptance of our terms from you, which will be treated as your consent to start work.
- 2.2 Your continuing instructions will amount to your acceptance of these terms and conditions of business as amplified or amended by the terms of our opening letter to you (our 'Client Care Letter'). Unless otherwise agreed these terms will apply to any future instructions you give us.

3. People Responsible for your Work

- 3.1 The people responsible for your work are named in our Client Care Letter. We realise that it is important not to change the people who are handling your work but

sometimes this cannot be avoided. If a change is necessary we will inform you promptly of the reason and who will take responsibility for your work.

4. Scope of Work

- 4.1 We will provide you with legal advice and assistance at all stages of the transaction. We will review the matter regularly and we will notify you of the various options available to you as the matter progresses.
- 4.2 We will communicate with you in plain language and update you regularly on issues such as costs and timescales.
- 4.3 In return, we would ask that you deal promptly and accurately with any requests we may make and provide us with such information and documentation as we may reasonably require from time to time.
- 4.4 Where you obtain borrowing from a lender in connection with a transaction, we will ask the lender to arrange that the loan amount is received by us a minimum of 2 working days prior to the completion date. If the money can be telegraphed (transferred via bank transfer), we will request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. In these circumstances you need to be aware that the lender may charge interest from the date of issue of their loan cheque or the telegraphing of the payment.

5. Charges, Expenses & VAT

- 5.1 Our Client Care Letter will include confirmation of anticipated fees and disbursements to cover the expected work involved in the proposed transaction.
- 5.2 We will inform you if any additional work becomes necessary due to unforeseen complexities or change in your requirements or circumstances. We will confirm to you the charges for such work before incurring extra costs. Please note that extra charges may accordingly apply even where a fixed fee has been agreed, and set out in an additional sheet within the Client Care Pack is a table of potential Additional Conveyancing Costs which may become necessary during the course of your transaction.
- 5.3 As you may be aware, solicitors have to pay out various other expenses on behalf of clients ranging from Land or Probate Registry fees, experts' fees, court issue fees, barristers' fees etc. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT is payable on certain expenses. We refer to such payments generally as 'disbursements'. We will require a payment in advance from you in respect of any disbursements payable on your transactions, prior to us incurring those disbursements.
- 5.4 In due course we will send you an invoice and statement showing all our charges and expenses payment of which is required by the date set for completion. If sufficient funds are available at completion and we have sent you an invoice and completion statement, we will deduct monies due from such funds on completion. If we do not hold cleared funds to cover monies due under our invoice/statement immediately prior to the proposed completion date, we reserve the right to suspend working on your matter. We will notify you if that becomes necessary.
- 5.5 If, for any reason, the matter does not proceed to completion, there will be no charge as we operate on a no completion no fee basis. If, however, your second and

subsequent transaction does not proceed to completion, we are entitled to charge a fixed cancellation fee of 50% of the quoted fee, for any work done and expenses incurred.

- 5.6 Please remember that Baker Ashley Limited does not accept payment in cash under any circumstances and that if you have any query over our invoice / statement you should contact the person dealing with your work straight away. 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.

6. Commission

- 6.1 In the event that we become entitled to commission from a third party during the course of the transaction, we will write to you to inform you of this. For example, this might occur in the unlikely event that it is necessary to obtain a defective title insurance policy to support your title and the insurer may pay a commission to us for placing the policy with it. This commission belongs to you.
- 6.2 We intend to keep this commission payment but can only do so where:
- 6.2.1 We can justify doing so, and
 - 6.2.2 We have your consent.
- 6.3 We believe that we are justified in doing so because the commission received covers our administrative costs of making a referral which is in your best interests.
- 6.4 Please confirm your consent by signing and returning the enclosed copy of these terms and conditions of business.
- 6.5 You are of course free to withhold your consent. Our arrangement with the insurer that provides a defective title insurance policy is not dependant on whether you agree to waive your right to the commission or not.
- 6.6 If you have any queries or concerns about our arrangement with an insurer that provides an insurance policy, please do not hesitate to contact us.
- 6.7 Please note our insurance provider can only offer insurance from one source. You do not have to follow our insurance provider's recommendations. Please contact us if you would like to be referred to an alternative provider or would like to make your own insurance arrangements.

7. Interest

- 7.1 Any money received on your behalf will be held in our client account. Interest will be calculated and paid to you at the rate paid to us by our bankers less a small discount to cover our administration costs. That, of course, may change from time to time. The period for which interest is normally paid is from the date(s) when funds are received by us until the date(s) on the cheque(s) issued to you. However, we do not as a matter of policy pay any amounts of interest under £20.

8. Storage of Papers and Deeds

- 8.1 Upon receiving payment in respect of our final invoice, our policy is to store your file without cost to you for a minimum period of ten years, after which it may automatically be destroyed. "Store" means either (at our option) the simple storage of any paper on the file or scanning that paper and retaining it electronically (and

destroying the paper immediately thereafter). Information gathered electronically in the course of the transaction will continue to be so stored.

- 8.2 By instructing us to act on your behalf, you thereby expressly consent to us destroying your file as set out above unless you notify us otherwise.
- 8.3 If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we will make a charge based on time spent for producing stored papers or documents to you or another at your request. We will also charge for reading, correspondence or other work necessary to comply with your instructions.
- 8.4 We will not hold deeds or title documents in safe custody: these will be forwarded to you via secure post.

9. Liabilities

- 9.1 Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. Unless very specifically contained within the scope of work (clause 4 above), we will not advise you on the tax implications of a transaction or the likelihood of them arising. If you have concerns in this respect, please raise them with us immediately.
- 9.2 We will not be liable to you for any loss, damage or delay arising out of the Baker Ashley Limited's compliance with any statutory or regulatory requirement. Equally, we will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages costs or losses attributable to lost profits or opportunities.
- 9.3 Our liability in the event of a professional negligence claim against this matter is limited to £3,000,000.00 provided that our liability shall not be limited in relation to any matter for which we are unable to limit our liability by law such as death or personal injury caused by our negligence.
- 9.4 In these times of financial uncertainty, we will take reasonable action to protect funds held in our client account. However, we advise you that provided we deal with such funds in accordance with the Solicitors Accounts Rules, we accept no liability to repay money lost through a failure or collapse of any banking institution.
- 9.5 Under the Proceeds of Crime Act 2002 and other similar legislation we are obliged to review all transactions for potential money laundering. Furthermore, we have an obligation to report suspicious transactions directly to the National Crime Agency (NCA). This means if we become aware or are suspicious of 'criminal conduct' which is defined as being minor criminal offences as well as serious offences which includes tax evasion and benefit fraud, and feel we may be dealing with monies which are the proceeds of crime, notification must be made to the NCA but we are unable to inform you that such a notification has been made or progress your transaction for the period of 7 working days from the date of notification. The NCA will potentially retain financial information to pass on to HM Revenue and Customs.
- 9.6 We are pleased to accept instructions to act on behalf of a limited liability company or partnership. As the obligation is then on the company or partnership as the separate legal entity to settle our fees to avoid default we will only take on such clients if a Director and / or controlling shareholder or Partner personally sign our Client Care Letter which is sent with these Terms and Conditions. By signing as a

Director and / or controlling shareholder or partner you jointly and severally agree that in the event of any default by the company or partnership you will personally be responsible for all fees and costs payable by the company or partnership and you agree to personally guarantee the payments due by the company or partnership and will indemnify or pay all fees and costs due to the company personally on behalf of the company or partnership.

- 9.7 You hereby personally warrant and confirm that you personally have the appropriate authority permission and power to appoint Baker Ashley Limited on behalf of the company / partnership and that you are unaware of any issues affecting the ownership or control of the company / partnership which might affect this warranty and you agree to personally indemnify and guarantee Baker Ashley Limited for any costs or losses which may otherwise accrue if this is not ultimately correct.

10. Professional Indemnity Insurance

- 10.1 We have professional indemnity insurance giving cover for claims against Baker Ashley Limited. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, can be inspected at our office or made available on request.
- 10.2 To comply with our regulatory obligations and the terms of our professional indemnity insurance, we may disclose relevant documents and information to insurers, brokers and insurance advisers on a confidential basis. This could include details of any circumstances arising from our work for you that might give rise to a claim against us. Unless you notify us to the contrary, you consent to such disclosure by us even if the documents and information in question are confidential and/or subject to legal professional privilege.

11. Termination

- 11.1 You have the right to withdraw your instructions, without charge, at any time but you may be responsible for a cancellation fee during your second and subsequent transaction (please see clause 5 above).
- 11.2 You may terminate your instructions to us in writing at any time but we are entitled to keep all your papers and documents while any cancellation fee remains unpaid.
- 11.3 We may decide to stop acting for you, with good reason (e.g. if you do not pay an invoice or comply with our request for payment on account or there is a conflict of interest). We will give you reasonable notice that we will stop acting for you.

12. Raising Queries or Concerns

- 12.1 We aim to give you a high-quality service. However, if you do have any queries or concerns about our work for you (including billing related matters) then please take the matter up immediately first with David Isaac, Solicitor and Head of Conveyancing. You can contact David either by letter sent to our office address, or by calling our office or via email at: david@bakerashley.co.uk.
- 12.2 If that does not resolve the problem to your satisfaction or you would prefer not to speak to David Isaac, then please take it up with Cerys Ashley the Managing Director of Baker Ashley Limited, who is ultimately responsible for your work. You can contact Cerys either by letter sent to our office address, or by calling our office, or via email at: cerys@bakerashley.co.uk. Cerys will supply you with a copy of our Complaints Handling Procedure which will include details of your right to take the matter to the

Legal Ombudsman* if you are not satisfied with the outcome. A copy of our Procedure is available now and at any time on request, and can be viewed at <https://www.bakerashley.co.uk/terms-conditions/>

12.2.1 *In relation to complaint regarding billing please note (i) you also may have a right to apply to the Court for an assessment under Part III of the Solicitors Act 1974 and (ii) if all or part of the bill remains unpaid, Baker Ashley Limited may be entitled to charge interest.

12.3 If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman, using the contact details set out below, to consider the complaint. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within six years of the act or omission about which you are complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it).

The Legal Ombudsman
PO Box 6806
Wolverhampton
WV1 9WJ
Tel: 0300 555 0333
Email: enquiries@legalombudsman.org.uk
www.legalombudsman.org.uk

12.4 Alternative complaints bodies such as ProMediate, Ombudsman Services, Small Claims Mediation, etc, exist which are competent to deal with complaints about legal services should both you, and our firm, wish to use such a scheme.

13. Exempt Insurance Mediation

13.1 We are not authorised by the Financial Conduct Authority (FCA). However, we are included on the register maintained by the FCA so that we may carry on insurance mediation activity which is broadly the advising on and arranging/administering of insurance contracts. Such contracts would include defective title insurance etc. 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/register.

13.2 The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman is an independent complaints handling body. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of those bodies.

14. Email Communication

14.1 Please note our outgoing email messages are encrypted between our email server and yours. Once delivered to your email server, what happens to it then is beyond our control. If you provide us with an email address, we assume that you are happy for us to communicate with you via email. If you do not wish us to store your emails, please do not correspond with us by email.

15. Data Protection

- 15.1 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 and legal / regulatory compliance.
- 15.2 Our use of that information is subject to your instructions and consent, 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 e.g. defective title insurers.
- 15.3 You have the right of access under data protection legislation to the personal data that we hold about you free of charge. If you wish to access the personal data that we hold about you please put your request (known as a 'subject access request') in writing. Please address the letter to Cerys Ashley, Managing Director and send it to our office address. Alternatively, you can email your request to cerys@bakerashley.co.uk. Following receipt of a request from you, we will provide you with the personal data that we hold about you within one month of receipt of your request. In certain circumstances, we may need to contact you to clarify what information you are requesting, in order to help us identify the relevant information you require and accurately respond to your request.
- 15.4 Please also note that external firms or organisations may conduct audit or quality checks on our practice. These external firms and organisations are required to maintain confidentiality in relation to your file(s) and your personal data.
- 15.5 Our Data Manager is Cerys Ashley, Managing Director. If you have any concerns regarding data protection please contact Cerys in writing to our office address or via email at: cerys@bakerashley.co.uk.
- 15.6 Our Data Protection Policy is available on request, and as part of our Privacy notice, can also be viewed: www.bakerashley.co.uk/privacy-notice/
- 15.7 Our Client Privacy Notice can be found in the Client Care Pack.

16. **Equality and Diversity**

- 16.1 Baker Ashley Limited is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Please contact Cerys Ashley if you would like a copy of our equality and diversity policy.

17. **Miscellaneous Terms**

- 17.1 Where you, the client, are an individual consumer only: your statutory rights are not affected by any of these terms and conditions. Further information on your statutory rights can be obtained from any Solicitor, Trading Standards Office or Citizens Advice Bureau.
- 17.2 You have the right to use copies of materials we create for you for the particular purpose for which they were prepared. However, all copyright remains with us and you must obtain our permission if you wish to use copies of these materials for any other purposes.
- 17.3 Baker Ashley Limited's services are provided solely for your benefit as our client, and our terms and conditions of business are enforceable only by you and us, and not by any third party. Baker Ashley Limited has no duty to or responsibility towards any

other person (unless that person is also a client of ours), even if the objective of your instructions is to benefit a third party.

- 17.4 If any provision of these terms and conditions of business is invalid or unenforceable for any reason that shall not affect the remainder of our agreement with you.
- 17.5 These terms and conditions of business are governed by the laws in England and Wales, and any dispute between you and us shall be subject to the exclusive jurisdiction of the courts in England and Wales.
- 17.6 The following clauses contain restrictions on our liability to you in the event that you bring a claim against us. Accordingly, you should read and consider these clauses carefully.
- 17.7 We will only provide our services under these terms and conditions to you and we neither assume nor will have any liability to any third party arising from the provision of such services. In this clause, our liability means our entire liability including any liability for the acts or omissions of any of our employees, workers, consultants, agents or sub-contractors to you in respect of any damage caused to you including any arising from:
- 17.7.1. breach of duty to you;
 - 17.7.2. breach of our contract with you; or
 - 17.7.3. any representation, statement or tortious act or omission under or in connection with the services we provide to you.
- 17.8 Except where expressly set out in these terms, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 17.9 Nothing in these terms or elsewhere excludes or limits our liability for death or personal injury caused by our negligence; for any matter which it would be illegal for us to exclude or attempt to exclude liability; or for fraud; or fraudulent misrepresentation.
- 17.10 We will not be liable for any loss or damage suffered by you arising from any fraudulent or negligent act or omission, misrepresentation or default:
- 17.10.1 on your part;
 - 17.10.2 on the part of your agents;
 - 17.10.3 on the part of any other third party acting on your behalf.
- 17.11 We will have no liability for:
- 17.11.1 any loss or damage that you may suffer as a result of any change in the law, or in the interpretation of the law, that occurs after we have given our advice to you;
 - 17.11.2 any tax advice, or any failure to give tax advice, unless such tax advice is clearly specified part of the agreement to provide legal services;
 - 17.11.3 any loss or damage that you may suffer caused by any failure by you to give us proper or clear instructions, or a failure to provide us with complete or sufficient information, documents or other materials required for us to provide you with legal advice;
 - 17.11.4 any loss or damage that you may suffer caused by your failure to respond in a timely manner to our requests for information or

instructions, or any failure to respond to or comply with deadlines imposed by third parties once we have made you aware of those deadlines;

- 17.11.5 any loss or damage suffered as a result of you failing to make it clear to us exactly what advice you seek from us at the outset.

18. Investment Advice

- 18.1 We are not authorised by the Financial Conduct Authority. If, whilst we are acting for you, you need advice on investments we may have to refer you to someone who is authorised to provide the necessary advice.
- 18.2 However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purpose of the Financial Services and Markets Act 2000. For example, in relation to a proposed mortgage we will explain the principal terms of the Mortgage Deed but we will not advise on the financial product you have chosen and you must reply on other advisors in that connection, not ourselves.
- 18.3 The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman is the independent complaints handling arm of the Law Society. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of those bodies.

19. Mortgage fraud

- 19.1 Where we are also acting for your proposed lender in this transaction we have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage. This includes:
- 19.1.1 Any differences between your mortgage application and information we receive during the transaction;
 - 19.1.2 Any cash back payments or discount schemes that a seller is giving you.
- 19.2 If you do not consent to use passing this information to your lender we will have to cease acting for you.

20. Cyber Crime

- 20.1 Conveyancing transactions (e.g. sales and purchases of property and re-mortgages) are targeted by criminals/fraudsters. A common scam is where someone intercepts email correspondence between you and us, and they send you an email claiming to be from us (it may look very similar to our emails as it may have our company name or logo on it, or it may have the name of the person who is dealing with your work on it). In the email they may say we have changed our bank details and / or they may ask you to send money to a different bank account.
- 20.2 We will never email you telling you we have changed our bank details, and we will never email you asking you to send money to a different bank account.
- 20.3 Our bank account details are set out in our Client Care Letter. It is highly unlikely that we will ever change our bank account details. In the unlikely event that we do, we will send you a letter in the post to your address, explaining this, and we will also

telephone you to confirm that we sent you the letter, and confirm to you over the phone that we have changed our bank account details.

20.4 If you ever receive an email that looks like it is from us saying we have changed our bank account details or asking you to pay or transfer money into a different bank account, do not act on it. Do not send any money to the bank account details set out in the email. Do not reply to the email. Please forward the email to us (by emailing it to the person who is dealing with your work) and telephone us to let us know you have received the suspicious email and that you have forwarded it to us.

20.5 Further details of this is set out in our Client Care Letter.

20.6 We do not accept any liability for any loss as a result of you paying or transferring money to a bank account that is different from our bank account, the details of which are set out in our Client Care Letter.

I/We confirm my/our agreement to the above terms and I/we agree for my/our identity documentation (e.g. a copy of my/or passport or photo driving licence and utility bill or council tax statement) to be retained for a period of 10 years:

Signed:.....

Dated.....

Print name:.....

Signed:.....

Dated.....

Print name:.....