

Terms of Business

1. Introduction

This document sets out the firm's Terms and Conditions of Business. If there are any issues you wish to discuss concerning these terms, please do contact the person who is dealing with your matter.

2. Responsibility for work

The person responsible for your work will be detailed in the accompanying letter which will also provide the name of their assistant.

3. Insurance

We maintain compulsory professional indemnity insurance with International Insurance Company of HDI Global Speciality SE UK, 10 Fenchurch Street, London, EC3M 3BE. Our Level of Indemnity is in excess of the SRA requirement of £3 million. This insurance covers all areas of our practice which is carried on from our offices and will extend to acts or omissions wherever in the world they occur.

4. Our Charges

The fee arrangement will be confirmed in a separate letter but the basis for calculation of our charges is usually by reference to the time spent on your matter. This time is charged in 6 minute units and will include attendances upon you, either in person or by telephone and perhaps on third parties, any time spent travelling, considering, preparing and working on papers and correspondence, making and receiving telephone calls, drafting and sending facsimile transmissions and receiving/sending e-mails.

- 4.1 The hourly rates, quoted in the accompanying letter (if applicable) are regularly reviewed. If your matter extends over a long period we may need to apply revised rates but we will always tell you about these in advance.
- 4.2 Our charge for CHAPs (telegraphic transfers), faster payments and foreign currency transfers covers the bank's charge to us. Disbursements are necessary expenses generated by dealing with your matter which we pay on your behalf for example Counsel's fees, Court fees, fees for medical reports, search fees, stamp duty, Land or Probate Registry fees etc. We do not make such payments unless funds have been provided by you for that purpose in advance. VAT is payable on certain disbursements.
- 4.3 Fees are payable whether or not a case is successfully concluded or a transaction completed, unless there is a Contingency Agreement or Conditional Fee arrangement in place. If this is the case, there will be a separate written agreement.
- 4.4 If any case or transaction does not proceed to completion for any reason during the period in which we are instructed we shall be entitled to charge for work done on the basis set out above (but, in its absolute discretion, the firm may waive part or all of such entitlement to fees).
- 4.5 If for any reason you decide to transfer your matter or transaction to another firm of solicitors, we will transfer your file of papers on receipt of your written instruction provided that you have paid all fees and disbursements due to date and, for Legal Aid matters, we have a written undertaking from the new firm that our costs will, subsequently, be honoured and paid on case completion. If any outstanding bills remain unpaid or your new firm has not given us an undertaking that our costs will be met, we are entitled to exercise a 'lien' to retain your papers until payment is received.

5. Money on account

It is our practice to ask clients to pay sums of money on account for the fees and disbursements which are anticipated in the following weeks or months. It is helpful if you meet such requests with prompt payment to

avoid any delay in the progress of your case. Interim accounts covering the work already carried out will normally be rendered at suitable intervals, usually monthly. In some cases accounts may be rendered more frequently for example when a considerable amount of time is spent within a short period. This procedure will enable you to budget for costs as the matter progresses. If we recover money on your behalf we shall use the sums to pay costs due to us.

6. Costs estimate

- 6.1 For most transactions an estimate of the fee will be given at the outset of the matter and will be reviewed at regular intervals as the estimate may require adjustment as the matter develops. Where appropriate a quotation may be given. Quotations will only be revised should the matter prove to be more difficult or time consuming than could have reasonably been anticipated at the outset of the matter. In this case you will be notified and provided with a revised costs estimate.
- 6.2 On some matters of higher value the hourly rate is likely to be increased taking into account such factors as its importance, complexity, value, time required and time scale. Where it becomes apparent that such circumstances exist, but were not evident at the outset, we will advise you in the event that we believe increased rates are applicable.

7. Payment terms

- 7.1 Our payment terms are payment upon receipt of invoice.
- 7.2 In the event of such account or request for payment not being paid, we reserve the right to decline to act further in the case. The full amount of work done up to that date will be the subject of a final account rendered and payment is due upon delivery of the invoice. Your statutory rights are unaffected by this payment timescale but, if payment is not made within 28 days, then interest will be charged at 8% per annum from time to time from the date of delivery of an account. Any money that we hold from time to time on your behalf and to which you are entitled (whether held specifically on account of costs or otherwise) will be applied against any bills rendered (whether interim or not) and you will be expected to pay the balance then due.
- 7.3 In a property transaction the invoice will normally be rendered following the exchange of contracts and payment is required prior to completion. Where sufficient funds are payable to the client upon completion, any amounts due to us shall be deducted from such funds unless otherwise agreed.
- 7.4 In a probate matter it is our usual practice to deliver interim accounts at intervals during the administration. An interim bill will normally be submitted when the Grant has been obtained. If it will take some time to complete the administration, then interim accounts will be rendered periodically and the final account will be presented when the estate accounts are delivered for approval.
- 7.5 Where we accept instructions from a Limited Company it is a condition of such acceptance of instruction that the fees thereby incurred are guaranteed personally by the Director or Consultant giving such instruction on behalf of the Company and their instructions and/or continuing instructions will be deemed acceptance of such responsibility.
- 7.6 We are happy and able to accept most major credit/debit cards for payment of our fees but if such payment covers other, itemised expenditure such as counsel's fees, searches and other disbursements then we reserve the right to add 2.75% to these costs to offset the levy charged to our account.
- 7.7 In cases or transactions continuing for some time, many clients find it convenient to arrange regular payments on account by bank standing order. The firm's Client account bank details can be provided upon request. We will only ever transmit bank details in a secure format and never by

unencrypted email. Please use the client reference provided to you on any payment so that our accounts department can direct the funds.

Alternatively you can make a fast and secure card payments over the phone or through our website, using the same reference as above. If you are reading this letter electronically you can be taken to this by clicking <http://www.blasermills.co.uk/pay-now>.

8. Costs recovered

In some litigation cases, in the event you are successful, you might be entitled to the payment of some of your legal costs by some other party. If this is the case the court will assess costs and in doing so will have regard to factors such as reasonableness and proportionality of the costs incurred. If the other party is in receipt of legal aid no costs are likely to be recovered.

9. Interest

Any money which you pay us or which we receive on your behalf otherwise than in respect of invoiced fees or disbursements will be held on client account and, save as may be agreed between us to the contrary, we will NOT account to you for interest thereon. We are not permitted to act solely as a deposit-holding institution for client money.

10. Residual balance

Occasionally, on completion of a transaction or matter, we find ourselves holding small balances of funds for various reasons. Two examples are the rounding up or down of payments or receipts and search fees or other disbursements eventually being marginally less than had been anticipated. It is often the case that returning very small balances is wholly uneconomic in terms of the sums involved and the time and cost of processing. Accordingly, if we do find ourselves with remaining balances of less than £2, it is the firm's policy to donate the remaining sum to a charity. We believe that our clients would wholly support this stance however in the event that you prefer us not to do this on any matter of yours please let us know and we will not do so.

11. Communication

We regularly use email as a method of communication and we will do so as appropriate unless you instruct us otherwise.

12. Client accounts

Any money which you pay to us or which we receive on your behalf, otherwise than in respect of invoiced charges and disbursements, will be held in a client account maintained with one of the banks with which we hold such accounts. In the event of a failure of any bank in which we hold a client account any claims for compensation as a result of such a failure are dealt with under the UK Financial Services Compensation Scheme (<https://protected.fscs.org.uk>). We will not be liable to compensate you for the loss of any moneys held in our client accounts.

13. Financial Services

Sometimes conveyancing/family/probate/company work involves investments. We are not authorised by the Financial Conduct Authority and so may refer you to someone who is authorised to provide any necessary advice. However, we can provide certain limited services in relation to investments, provided they are closely linked with the legal services we are providing to you, as we are regulated by the Solicitors Regulation Authority.

14. General Insurance mediation

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

15. Storage of your papers

Following the conclusion of a transaction or case on your behalf we will return to you any original papers that belong to you. Any third party correspondence or paper documents on the file will be scanned and the file will then be stored electronically for a period of six years. We do not hold paper files in storage and any paper file will be destroyed.

16. Money Laundering Regulations

As solicitors we have certain obligations under the Money Laundering Regulations 2017.

16.1 We must make extensive enquiries as to the identity of our clients, their business activities and the sources of the funds they use in any matter in which we are involved; and

16.2 We must operate a money laundering reporting procedure. The law requires us to report to the authorities if we have any suspicion that funds being used in a transaction are made up of or contain any element that has been derived through unlawful activity and this requirement overrides our very strict codes of client confidentiality. Its ambit is very wide indeed and it does not just cover funds that come directly from obvious criminal activity or what people often understand as 'money laundering'. The definition of money laundering includes any criminal activity which has resulted in a client receiving a benefit. The criminal activity does not have to be particularly serious or widespread. It covers, for example, a one off instance of under-declaring income HM Revenue & Customs, operating premises without properly required licences or private arrangements with another party in a property transaction to 'reduce' the price to avoid paying the full and correct amount of Stamp Duty Land Tax.

16.3 If we do have any suspicion we may report the situation to the National Crime Agency and the law prevents us from telling our client that we have done so. To comply with the identification requirements we have to ask you for identification evidence. For individuals, a passport and copy of a recent utility bill will usually suffice. For companies, we would usually do a company search and require individual identity evidence (as mentioned above) for the directors and shareholders. We are obliged to carry out this requirement at the very outset before we undertake any substantive work on your behalf.

17. Confidentiality

As solicitors we are under a strict duty to keep all client information confidential at all time. This obligation however is subject to some exceptions:

17.1 In accordance with the Money Laundering Regulations as described above we may need to disclose certain information to the National Crime Agency.

17.2 Where checks are made for Identification purposes under the Money Laundering Regulations, some information will need to be given to an on-line ID checker.

17.3 We may be required to produce your file of papers to authorised third parties, for example if a complaint is made against the firm to the legal ombudsman or as a part of an audit for various accreditations. Please let us know immediately if you object to any of your file being disclosed to an authorised third party.

18. Cash

Cash Payments will only be accepted in settlement of bills and for transactions by prior arrangement and only up to a maximum of £300.

19. Cybercrime alert – bank details

Please note that our bank details are extremely unlikely to change during your transaction. You should not use any bank details other than the ones provided by us upon request at the outset of your instruction with the firm.

If you receive any communication which appears to be from the firm purporting to change our account details, or to request a payment that you do not recognise, you must inform us straight away by calling 02038142020 and asking to speak to our accounts team before taking transferring money.

We advise our clients not to send confidential emails or make payments using public or unsecured WIFI and to remain vigilant to the risk of online fraud. The firm cannot be held responsible for any losses incurred as a result of payments made otherwise than in accordance with these terms.

20. Future Instructions

Unless otherwise agreed, and subject to the application of then current hourly rates, these Terms and Conditions shall apply to any future instructions given by you to Blaser Mills LLP.

21. Absence of instructions

If at any point we find ourselves without your instructions and are placed in a position whereby a decision needs to be taken on your behalf in relation to the case or transaction in which we are instructed then, in very exceptional circumstances, we reserve the right to take such a decision on your behalf in relation to that matter which will be taken with the client's best interests as a paramount consideration. You agree to extend to us the authority to act on your behalf in such circumstances and acknowledge that we cannot be held liable for any loss or damage sustained as a result of your failure or inability to provide instructions.

22. Client satisfaction and complaints

Blaser Mills LLP is committed to high quality legal advice and client care and we hope your business with Blaser Mills LLP will be concluded to your complete satisfaction. If you are unhappy about any aspect of the service you have received, or about the bill, and you have been unable to resolve this with the person conducting your matter, please contact the Risk and Compliance Solicitor, Lucy Kempson by: Telephone on 01494 478618, Fax: 01494 441815, Email: lak@blasermills.co.uk or by post at: 40 Oxford Road, High Wycombe, Buckinghamshire, HP11 2EE

If you are not satisfied with our handling of your complaint you have a right to complain to the Legal Ombudsman by telephone on 0300 555 0333, by email at enquiries@legalombudsman.org.uk or by post at Legal Ombudsman. PO Box 6806 Wolverhampton WV1 9WJ.

The Bill. It is possible that there may also be a right to object to the bill by making a complaint to the Legal Ombudsman and/or by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974. The reverse of the bill will give you more detail about this.

23. Data Protection

Blaser Mills LLP uses the information you provide primarily for the provision of legal services to you and for related purposes including:

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

Our use of that information is subject to your instructions, the EU General Data Protection Regulations 2018 and our duty of confidentiality. We refer you to our Privacy Notice which gives information on how we handle personal data, what we do with it and who we share it with. If you are reading this electronically click [here](#) to be taken to the firm's Privacy Notice. Alternatively our Privacy Notice can be found on our website, or if you would like a hard copy please let us know and we will send it to you.

24. Limitation of liability

Our maximum liability to you (unless agreed otherwise in writing) will not exceed £10 million in the event that you are successful in bringing a claim against us (other than one for death or personal injury or fraud, where our liability is unlimited). For the purposes of determining our maximum liability all claims arising from the same act or omission or from a series of related acts or omissions or from the same act or omission in a series of related matters or transactions will be regarded as one claim. We shall not be liable to you for any indirect or consequential loss, damage, costs or expenses of any nature incurred or suffered by you including (but without limitation) any economic loss or other loss of turnover, profits, business or goodwill. We shall not be liable to you for loss, damage, costs or expenses of any nature incurred or suffered by you arising from compliance with any statutory obligations imposed upon us.

25. Distance Selling

This applies if you engage us to provide legal services without meeting us face to face. In accordance with the Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013 you may have a right to cancel your contract with us without charge within 14 working days of the date on which your contract with us is made. This is usually the date upon which you receive the letter of engagement together with these Terms of Business. However if we start work with your consent within that period, we may charge you for the work we do if you then cancel the contract.

If you wish to cancel the contract then you must give notice in writing to the person named in the engagement letter. This can be done via post, email or fax.

26. Agreement to these terms

By continuing to give instructions to the firm after receipt of the letter of engagement together with these Terms of Business you will be deemed to have accepted that these terms will apply to the retainer.

27. Legal Notices

Blaser Mills Law is a trading name of Blaser Mills LLP.

Blaser Mills LLP is a limited liability partnership registered in England and Wales with registration number OC397220 with its registered office at: 40 Oxford Road High Wycombe Buckinghamshire HP11 2EE

A list of the members of Blaser Mills LLP is open to inspection at its registered office. 'Blaser Mills' and 'Blaser Mills Solicitors' are trading names of Blaser Mills LLP.

With effect from 1 April 2015 the business, assets and liabilities of the Blaser Mills partnership were transferred to Blaser Mills LLP whereupon the partnership ceased to trade.

Prior to 1 April 2015 'Blaser Mills' was a firm of solicitors trading as a general partnership constituted under the laws of England & Wales.

References to 'partner' or 'partners' of Blaser Mills LLP are references to a member or members of Blaser Mills LLP and no such reference indicates that they carry on business in partnership under the Partnership Act 1890.

Blaser Mills LLP is authorised and regulated by the Solicitors' Regulation Authority of England and Wales (with SRA Number 620391) and whose professional code of conduct can be accessed at <http://www.sra.org.uk/solicitors/handbook/code/content.page>