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**1. Introduction**

These Terms of Business set out the basis for our provision of legal services to you. A client care letter Work Summary & Fee estimate incorporating these terms will normally be sent to you forming the basis of the contract between you and Harold Benjamin

**2. Regulatory Status**

**2.1** Harold Benjamin is the trading name of Harold Benjamin Solicitors Limited. Its registered company number is 11776096 and VAT number is 222 2952 87. Harold Benjamin Limited is authorised and regulated by the Solicitors Regulation Authority SRA No: 814944 and 816618. The professional rules can be accessed on the SRA website at <https://www.sra.org.uk/solicitors/standards-regulations/>

**2.2** Like many other companies, Harold Benjamin will continue to use the title 'partner' to describe both employees and other senior professionals employed by us with equivalent standing, experience and qualifications. However, the use of this title should not be seen as indicating that Harold Benjamin trade as a partnership nor that any relationship of partnership has arisen between Harold Benjamin and you.

**2.3** This agreement between us is governed by English law and is subject to the exclusive jurisdiction of the courts of England and Wales.

**3. Implied Authority**

**3.1** When acting for more than one person, we are obliged to obtain instructions from each of them. Unless you advise us to the contrary we assume your authority is given for us to accept instructions from any of one of you on behalf of all.

**3.2** Unless you advise us to the contrary we will assume that we have your authority to take all steps that we consider reasonable in the conduct of your matter and to incur such disbursements as may not have been foreseen when we gave you our initial quote i.e. fees to third parties such as searches, court fees etc in the furtherance of your instructions..

**4. Communication**

We may use email or other electronic means to communicate with you. This carries with it the risk of, but not limited to, interception, inadvertent misdirection or non-delivery. It is your responsibility to carry out a virus check on any attachments received. All risks connected with sending commercially sensitive or other information relating to you and/or your business are borne by you and are your responsibility. If you do not accept this risk, you should notify us in writing that email is not an acceptable means of communication and also ensure that you do not use email to communicate with us.

**5. Indemnity Insurance & Liability**

**5.1** The advice which we give is personal to you and for your benefit only and is for the purpose of the instructions to which it relates and may not be used, copied or relied upon for any other purpose or by anybody else without our prior written consent.

**5.2** We hold professional indemnity insurance which, in accordance with the Solicitors Indemnity Insurance Rules, provides a compulsory minimum level of cover of £3 million. Details of the insurers and the territorial coverage of the policy are available for inspection at our offices. Our maximum liability for loss or damage for breach of contract, breach of trust, negligence or otherwise (other than fraud) is £3million for any one transaction or matter or series of connected transactions or matters, 'claim' means any claim whether arising out of this agreement or otherwise, and whether such claim is in contract, tort, breach of trust or on any other basis.

**5.3** - There are no funding or fee sharing arrangements and no limitations or conditions to our services arising from third party relationships. Unless otherwise agreed, instructions will be taken only from you

**6. Fees**

**6.1** Please refer to our client care letter and Work Summary and Fee Estimate which accompanies these Terms and Conditions with regard to charges and hourly rates.

**6.2** Other rates may be provided in the event that other fee earners deal with your file.

**6.3** Where we are charging by reference to time we record chargeable time in units of one tenth of an hour i.e. six minute units. The charge would be calculated as to how many routine letters we write and receive and how many routine telephone calls we make and receive.

**6.4** A higher rate may be charged where the work involved requires particular urgency or complexity or requires a substantial amount of work to be carried on outside normal office hours or is of particular importance or urgency or in other appropriate circumstances. Please note that an additional charge may be made to cover substantial volumes of photocopying, long distance and mobile telephone calls or faxes etc.

**6.5** For new individual clients, a one-time client setup fee of £50 will be charged. For all other clients (i.e. corporate, partnerships etc) a one-time client setup fee of £150 will be charged; This will include any checks required for Money Laundering regulations

**6.6** For existing clients who need to be re-verified in respect of Money Laundering Regulations there is a charge of £15 per person.

**6.7** All fees quoted are exclusive of VAT.

**6.8** Wherever practicable, other than where we have quoted a fixed fee, we will deliver monthly invoices.

**6.9** Hourly charging rates are reviewed each year with effect from 31st December.

**7. Payment on Account**

**7.1** It is the practice of the firm to ask clients to make a payments on account of anticipated costs and disbursements at the outset and during the course of the matter. The amount paid to us on account may not necessarily reflect the cost of the work we are about to undertake nor the amount of work that has been undertaken.

**7.2** Sums of money paid to us on account may be appropriated entirely at the firm's discretion but may be applied to the final invoice.

**7.3** We do not accept cash payments. If clients circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.



## 8. Invoicing & Payment

**8.1** Unless you advise us to the contrary we will assume that we have your authority to deliver our bills to you electronically. For any bill we deliver in this way, which relates to regulated services, you waive your rights under s.69 of the Solicitors Act 1974 to have the invoice signed by a partner and delivered personally, sent by post or left at your address.

**8.2** Acceptable methods of payment are • Standing Order • Debit/Credit Cards via our Website or by Telephone • Bank transfer •

**8.3** Payment of our invoices is due on presentation. Failure to make payment of an invoice or to make payment of the monies requested on account will result in us declining to act further and, where we are acting for you in Court proceedings we may ask you to sign a Notice of Acting in Person and/or we may make an application to the Court to be removed from the Court record as acting for you. Where such an application is made then we will also ask the Court to order that you must pay our costs of the application. We will also require immediate payment of all unpaid fees.

**8.4** In accordance with article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009 interest may be charged on unpaid invoices 28 days after presentation at the rate of 4% above the base rate of Lloyds Bank plc on a daily basis.

**8.5** At our discretion we may issue court proceedings against you to recover the outstanding debt interest and costs.

**8.6** For non-contentious business, if you are not satisfied with the amount of our fees you have the right within three months after delivery of the bill to apply to have the bill assessed by the court under sections 70, 71 and 72 of the Solicitors Act 1974.

**8.7** In certain circumstances we may agree entirely at our own discretion to defer payment until conclusion of your matter when payment will be made from settlement monies received by you or from proceeds of sale of a property. In such cases we shall render a final bill on conclusion of your matter and you must agree that payment of that bill can be taken from monies we are holding on your behalf.

**8.8** In the event payment is to be made from the proceeds of sale of a property and we are not the solicitors instructed in the conveyancing of that sale, then you agree that you will authorise those solicitors to provide us with an undertaking to release those monies due to us from your share of the proceeds and to release those monies..

**8.9** You will remain responsible for payment of the full amount of our charges even if a third-party order is obtained under which some other party is responsible for payment of your costs wholly or partly. You are responsible for payment of our fees in the event of non-recovery from any other party. If you recover monies in respect of costs beyond the amount outstanding to us, the excess will be reimbursed to you. Any expenditure in seeking to enforce a judgment or order for costs is your responsibility.

**8.10** In the event that you do recover costs from another party in this way interest may be payable on those costs from the date when the order for costs was made. To the extent that the costs recovered relate to monies owing to us we will retain this interest. To the extent that the costs recovered refund monies already laid out by you, the interest will pass to you together with the monies recovered.

**8.11** You should also let us know at the outset if you may be covered by legal expenses insurance although you will remain responsible for payment of the full amount in the event of non-payment by insurers.

**8.12** Should our services be terminated before completion of the matter or transaction either by us or by you then a final bill will be rendered which will become payable by you immediately

## 9. Banking

**9.1** This firm will not be liable for losses resulting from banking failure. In the event of a Banking Failure you agree to us disclosing details to the Financial Compensation Scheme.

**9.2** Client account monies are held with Lloyds Bank plc, monies on deposit are held with the Royal Bank of Scotland and United Bank.

**9.3** The £85000 Financial Services Compensation Scheme (FSCS) limit applies to each individual client. If you hold money in the same bank, then the limit will remain £85000 in total; that is your money held in your bank accounts will be aggregated with your money held here on client account with the same bank.

**9.4** Some deposit taking institutions have several brands, but the £85000 limit applies per institution not to each brand. You should check with your bank or the Financial Conduct Authority.

**9.5** The Financial Services Compensation Scheme will provide a £1 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at [www.fscs.org.uk](http://www.fscs.org.uk).

**9.6** Interest will be calculated on your money held on account in relation to regulated services, in accordance with professional rules. It may be paid gross in which case you will need to pay any tax arising. You agree that interest amounting to less than £100 will not be paid to you. A copy of our interest policy is available on request.

## 10. Complaints

In the event of you having to make a complaint, please contact the Partner with overall responsibility for matter as detailed in your initial client care letter or our Complaints Handling Partner, Marina Vincent. Our complaints procedure will be explained to you and we will try to resolve any problem quickly. We operate an internal complaints handling system to help resolve any problems and our complaints procedure can be forwarded to you. If for any reason we are unable to resolve the problem between us, then we are regulated by the Solicitors Regulation Authority and a complaint and redress scheme is provided by the Legal Ombudsman Service. If still unresolved at this stage, you may take your complaint to the Legal Ombudsman. Normally, you will have to bring your complaint to them within 6 months of receiving a final response from us about your complaint and 6 years from the date of the act or omission giving rise to the complaint or alternatively 3 years from the date you should reasonably have known there are grounds for complaint (if the act or omission took place before 6 October 2010 or was more than 6 years ago). Contact details: The address of the Legal Ombudsman is: PO Box 6806, Wolverhampton WV1 9WJ; telephone, 0300 555 0333; or view their website at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk), email enquiries to: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk). If your complaint cannot be dealt with by the Legal Ombudsman you will only be able to obtain redress by using our Complaints handling procedure or by mediation or arbitration, or by taking action through the Courts. Kindly note that you have the right to object to your bill by making a complaint to the appropriate body referred to above and/or by applying to the Court for an assessment of the bill under Part III of the Solicitors' Act 1974 and, if all or part of our bill remains unpaid, we may be entitled to charge interest.

## 11. Confidentiality

Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. We will treat any information which is confidential to you which we obtain as a result of acting for you as strictly confidential, save for disclosure to our auditors or other advisers for the purposes of our professional indemnity insurance. If you do not wish to disclose your details and file to be released, you must notify us in writing when signing and returning a copy of your Client Care Letter. Our duty of confidentiality is also subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the police or the National Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure. If, while we are acting for you, it becomes necessary to make a money laundering disclosure, we may not be able to inform you that a disclosure has been made or of the reasons for it.



## 12. Credit Reference checks

Unless you inform us to the contrary, we may obtain information about you from credit reference agencies, fraud prevention agencies and Companies House records to check your credit status and identity. These agencies record enquiries which may be seen by other companies who also make their own credit enquiries.

## 13. Data Protection

You have a series of rights outlined under Data Protection legislation over how your personal data is used, including erasure in specific circumstances. However, we may not always be able to agree with the exercise of such rights, as often your personal data remains necessary in relation to the purpose for which it was originally collected and processed. Further information is available in our Privacy Policy, which is available on request or can be viewed and downloaded at [www.haroldbenjamin.com/privacy](http://www.haroldbenjamin.com/privacy).

### 13.1 What personal information we process

The categories of personal data we process include general personal data (which includes normal personal data, personal identity, email addresses and personal financial data) and special categories of personal data if these have been voluntarily provided to us (which includes ethnicity, nationality and medical history).

### 13.2 How we use your personal information

When your file is open, the personal data is necessary in relation to the purpose for which it was originally intended. We process your personal information to fulfil our contract with you, or where you or we have a legitimate interest in doing so, where otherwise permitted by law, or to comply with applicable law and regulation. We use your personal information for:

- Service provision and internal processing (i.e. to assess and/or provide and to service your matter).
- Management of relationship (e.g. to develop your relationship with us).
- Resolving queries.
- Training and service review (e.g. to help us enhance our services and the quality of those services).
- Statistical analysis (e.g. to help us enhance our products and services or delivery channels to keep costs down).
- Complying with legal obligations (e.g. to prevent, investigate and prosecute crime, including fraud and money laundering).

13.3 When your matter is completed and / or your file is closed, we may still process your personal information where we have a legitimate interest in doing so, where we are permitted by law, or to comply with applicable laws and regulation.

### 13.4 Examples of such instances will include:

- Complying with legal obligations for statutory and regulatory requirements including for example, HMRC Returns, complaint handling, anti-money laundering, reporting to our regulatory body – the Solicitors Regulation Authority;
- Archiving and Storage of your file for the periods outlined in our Retention Policies – see section [26] of these Terms of Business. (Archiving and Storage of personal data is still classed as a processing activity even though it is not being regularly accessed and remains securely locked away); and
- Our legitimate interests to conduct conflict of interest checks, statistical analysis and research to help us enhance our products and services.

### 13.5 How We Share Your Information

- We may share your personal data with a range of organisations which enable us to fulfil our contract with you, or where we have legitimate interests to do so, or otherwise are required by applicable law and regulation. We can provide more details specific to your personal data on request.
- You have a right to complain to the Information Commissioner's Office (<https://www.ico.org.uk>), which regulates the processing of personal data. You may also seek a judicial remedy.

## 14. Equal Treatment / Equality and Diversity

The firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees, and is required to produce a written equality and diversity policy. Please contact us if you would like us to send you a copy of that equality and diversity policy.

## 15. Intellectual Property

All copyright and any other intellectual property rights in any documents and/or material produced, developed or created by us is owned by Harold Benjamin.

## 16. Financial Services and Insurance Mediation

Financial Services and Insurance Mediation and 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. We are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website [www.fca.org.uk](http://www.fca.org.uk). The Law Society is a designated professional body for the purposes of the Financial Services and Markets 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is an independent and impartial complaints handling body established by the Legal Services Act 2007 (please see the section on complaints and how to deal with them – this section includes the contact details for the Legal Ombudsman).

## 17. Money Laundering Regulations / The Proceeds of Crime Act 2002

17.1 The law requires solicitors, as well as many other institutions, to obtain satisfactory evidence of the identity of clients and information concerning the source of client funds where the work undertaken is regulated. It is our firm's policy to also carry out such verification for all unregulated work. If you are requested to do so, you must provide us with documents to verify your identity and must provide details concerning the source of your funds. If we are not given satisfactory information at the appropriate time, we will be obliged to terminate the contract.

17.2 To ensure that we comply with money laundering legislation, we may validate name, address and other personal information supplied by you against appropriate third party databases. By accepting these terms you consent to such checks being made regardless of whether the work being undertaken is regulated or not. In performing these checks, personal information provided by you may be disclosed to a registered credit reference agency which may keep a record of that information. This is done only to confirm your identity. A credit check is not performed and your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act 2018. We confirm that any personal data we obtain for the purposes of the Money Laundering Regulations will only be processed for the purposes of preventing money laundering or terrorist financing.



**17.3** If you are unable to come in to see us so that we can check your original identity documents, we can offer an electronic identity check or accept copies. Those copies will need to be certified by a trusted third party such as a credit or financial institution, auditor, insolvency practitioner, external accountant, tax adviser or independent legal professional. They should write "I (name) a (profession) of (address) hereby certify this to be a true and exact copy of the original" and on the photo ID also add the words "and a true likeness of the bearer" on the copy document(s), and then sign and date it/them. They should include their name, occupation and contact details. Alternatively, you may be able to use an identification checking service offered by the Post Office.

**17.4** We are obliged to keep records relating to your identity and a record of transactions relating to you for at least five years.

**17.5** Solicitors are under professional and legal obligations to keep the affairs of clients confidential in respect of regulated work. This obligation, however, is subject to a statutory exception: legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. Where any member of Harold Benjamin staff knows or suspects that a transaction, on behalf of a client, involves money laundering, the staff member may be required to make a money laundering disclosure. If this happens, we may be prohibited from informing you that a disclosure has been made or of the reasons for it.

**17.6** You agree that we will not be liable for any costs, claims, penalties, damages or other losses incurred by you resulting from or in connection with the compliance by us with these professional and legal obligations.

#### **18. Joint Money Laundering Steering Group**

The anti-money laundering guidance which UK banks and other finance services firms must adhere to is 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 beneficial owners of law firm's pooled 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 upon request. In the event of our bank requesting information about the beneficial owners of our pooled client account, you agree to us disclosing your details to them.

#### **19. Mortgage Conditions**

If we are instructed on purchase and we are also acting for your proposed lender, we have a duty to fully reveal to your lender all relevant facts about the purchase and the mortgage. This includes any differences between your mortgage application and information we receive during the transaction, any cash back payments or discount schemes that a seller is giving to you. This is not an exhaustive list and we may be required to disclose other information. It would also be regarded as fraud to misrepresent the purchase price and we would be under a duty to inform the lender of the true price being paid for a property.

#### **20. Criminal Finances Act**

We are committed to promoting compliance with the requirements of the Criminal Finances Act 2017 within our practices as well as in those areas in which we have influence.

We do not tolerate tax evasion, or the facilitation thereof in any circumstances, whether committed by or facilitated by a client, personnel or associated persons/companies.

#### **21. Rights of Third Parties**

No third party has the right to enforce any of the terms set out in these Terms and Conditions under the Contracts (Rights of Third Parties) Act 1999. This does not affect any other right or remedy available to a third party.

#### **22. Outsourcing**

In order to provide you with the best level of service, we may pass on your data to 3rd party contractors for administrative support only for the purposes of the specific case and for no other purposes. Some of these contract organisations may have operations outside of the EEA, and the Data Controller has determined that it is an adequate country, in accordance with the requirements of Data Protection

#### **23. People Responsible for your work**

**23.1** The matter will be conducted by the individual identified in the Summary of Work and Fee Estimate document sent to you at the commencement of your instruction. From time to time work may be carried out by other Solicitors, Conveyancers, Paralegals or other personnel where appropriate.

**23.2** Supervision of your file will be undertaken by the individual identified in the Summary of Work and Fee Estimate document sent to you at the commencement of your instruction. Supervision is required by the SRA and is in compliance with our terms of business and with the regulatory framework.

#### **24. Places and Hours of Business**

Harold Benjamin's offices are located at Hygeia Building, 66-68 College Road, Harrow HA1 1BE and 48 Queen Anne Street, London, W1G 9JJ. The normal hours of opening are between 9:00am and 5:30pm on weekdays.

#### **25. Quality Standards**

Due to our own internal quality standards, our CQS accreditation and the quality standards we aim for, we are subject to periodic checks by outside assessors. This could mean that your file may be selected for checking/ auditing, in which case we would need your consent for inspection to occur. All inspections are, of course, conducted in confidence and all external firms and organizations working with us are required to maintain confidentiality in relation to any files and papers that are audited/checked by them. Your file(s) 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 a new business. We will assume we have your consent, but if you prefer to withhold consent, work on your file will not be affected in any way. Please contact us if we can explain this further or if you would like us to mark your file as not to be inspected

#### **26. Storage of Papers and Deeds**

**30.1** We will keep our file of papers (including emails and any hard copies thereof) (except for any of your papers which you ask to be returned to you) for at least six years and on the understanding that we have your authority to destroy the file seven years after sending you our final bill (and up to 12 years in respect of some regulatory transfers). We will not destroy documents you ask us to deposit in safe custody. We do not normally make a charge for retrieving stored papers or deeds in response to continuing or new instructions to act for you. However, we reserve the right to make a charge based on the time we spend on reading papers, writing letters or other work necessary to comply with the instructions.

**30.2** We may store information about you, your matter or any other documents and correspondence relating to your file(s) using cloud based technology. If you do not wish for your files to be stored in this way please inform us in writing before we commence work on your matter.

#### **27. Termination**

**27.1** You may terminate your instructions to us in writing at any time but we will be entitled to keep all of your papers and documents while there is money owing to us for our charges and disbursements.

**27.2** If at any stage you do not wish us to continue doing your work and/or incurring costs and disbursements on your behalf you must tell us clearly in writing.



**27.3** We may decide that we can no longer act for you. For example, if a conflict of interest arose between us or if there would be a conflict of interest between you and one of our other clients if we continued to act and also if you do not pay an interim bill or comply with our request for a payment on account. We will tell you the reason and give you notice in writing.

If you or we decide that we will no longer act for you or the matter does not proceed to completion, you will pay our charges on an hourly basis and disbursements incurred which will be such lesser sum as is reasonable having regard to the amount of work carried out by that stage.

#### **28. Force Majeure**

**28.1** Force Majeure means any circumstance beyond the reasonable control of the party affected by it and includes telecommunications failure, power supply failure, terrorism, fuel strikes, severe weather, computer breakdown, failure of suppliers to meet delivery requirements, industrial disputes and absence of personnel due to illness or injury.

**28.2** Neither you nor we shall be liable for any failure to perform, or delay in performing, any obligations (other than payment and indemnity obligations) if and to the extent that the failure or delay is caused by force majeure and the time for performance of the obligation, the performance of which is affected by force majeure, shall be extended accordingly.

#### **29. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**

**29.1** This applies to individuals only.

**29.2** It applies to distance and off-premises contracts and includes information about your cancellation rights.

**29.3** You have the right to cancel your contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day you received our Client Care Letter.

**29.4** To exercise the right to cancel, you must inform us of your decision to cancel your contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory

**29.5** If you cancel this contract:

- (i) and you had requested us to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until receipt of your cancellation of your contract; or
- (ii) if you had not asked us to commence delivery of the services we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

**29.6** To exercise your right to cancel, you must inform us Harold Benjamin at Hygeia Building of 66-68 College Road, Harrow HA1 1BE, telephone 020 8422 5678, fax 020 8864 7530, e-mail [enquiries@haroldbenjamin.com](mailto:enquiries@haroldbenjamin.com) of your decision to cancel this contract by a clear statement (e.g.: a letter sent by post, fax or email). To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel so that we receive it before the cancellation period has expired.