



## **TERMS OF BUSINESS**

### **EDMONDSON JONES LLP**

#### **Introduction**

This document sets out our Terms of Business.

Our aim is to ensure at all times that the services provided to you are of a high quality and that our fees are fair and reasonable. Our Terms of Business contain details of what steps you should take if you have any problems with the service provided.

#### **1. Acceptance of Terms**

By instructing or continuing to instruct us you are accepting these terms in their entirety except where any variations have been expressly agreed in writing by us.

#### **2. Our Firm**

We are Edmondson Jones LLP, a limited liability partnership registered in England (No: OC437370) whose registered office is at Bay Lodge, 36 Harefield Road, Uxbridge, Middlesex UB8 1PH.

Please see our website [www.edmondsonjones.co.uk](http://www.edmondsonjones.co.uk) for our firm profile.

#### **3. Responsibility for Work**

You will be told at the beginning of a transaction the identity of the solicitor(s) responsible for your matter. You will also be advised of the name of the person responsible for the day to day conduct (if different) of your matter.

Our responsibilities include advising you on the law, following your instructions, reviewing your matter regularly and discussing with you whether the potential outcomes justify the expense and risks involved with your matter.

You need to provide us with clear and timely instructions, the information and documents required for us to do our work, and funds required.

#### **4. Proof of Identity**

Along with all other law firms, we are now required to obtain and keep a record of our clients' identity.

For individual clients we will therefore request your proof of your identity at the outset of our retainer – please see section 5 below. We are also required to update this information from time to time for those continuing to instruct us. In the event that you have to send hard copy

proof of identity documentation to us, the original documents must be certified by a solicitor who may make a small charge for this.

For our business clients who are body corporates and registered in England and Wales, we will routinely carry out a company search to establish their identity and that of their officers. This will usually include a certificate of incorporation, current articles of association, list of directors and members/shareholders, latest available annual accounts and a group structure. We may also require access to other company documentation in your possession.

The director(s) and/or shareholder(s) instructing us will also have to produce documentary evidence of their individual identity and evidence of their authority to instruct the firm to act. We will also require evidence of the identity of any beneficial owners holding 25% or more interest in the corporate entity.

We will require the same level of verification for non-resident corporate entities but since we will not have access to foreign registers and records of shareholdings, an overseas registered lawyer, accountant, auditor or notary will have to verify the company's identity as well as that of the relevant individuals. This will have to be undertaken at your own expense.

We will generally be unable to commence work on your matter until the documentation and information needed to verify your identity has been provided to us, to our satisfaction.

Please refer to our engagement letter or covering email for any additional information we may need to verify your identity.

In appropriate matters, we will also request evidence from you to establish source of funds and source of wealth. This is both a statutory and a regulatory obligation upon us. Your fee earner will notify you where this information is required.

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

## **5. Information Security, Anti-Money Laundering ("AML") and electronic searches**

In order to comply with our AML obligations under the Money Laundering Regulations 2017 (MLR) (as amended), we undertake checks on the identity of our clients. It may be necessary to verify your identity electronically and an additional fee may be charged in this respect.

Generally, you agree that we are provided with clear, timely and accurate instructions and with the information and documents necessary to enable us to perform our instructions (including documents and information required to enable us to meet our obligations under the MLR).

## **6. Retention of ID and transaction related data**

For AML purposes, we generally retain records of client ID and client transactions for a period of 5 years. Thereafter, any such records, including client identification documents, are destroyed. However, if for any reason they are held for a period in excess of 5 years, by agreeing to these Terms, you are expressly consenting to us retaining any AML documents beyond this period of time, unless you tell us otherwise.

## **7. Confidentiality**

All information supplied to us by you will be treated as confidential at all times. We shall only disclose such information to a third party where required to do so by you on your instructions or by an Order of the Court or other legal requirement.

## **8. Inspection of files and quality audit**

We reserve the right to disclose all files and documents held by us on your behalf to our quality control auditors and/or our regulator for the purposes of inspection, accreditation and to ensure compliance with our quality control standards and our regulatory obligations.

## **9. Changes in the Law and Critical Dates**

When a particular matter has been concluded, we will be under no continuing obligation to advise you and accept no responsibility for advising you of changes in the law, future critical dates, rent review dates, lease renewals, the exercise of options, the service of notices and counter-notices within time limits, the expiry of limitation periods and the like.

## **10. Personal Responsibility for Fees**

It is important that you understand that you will be responsible for the settlement of our fees, VAT and expenses incurred on your behalf unless otherwise agreed in writing with you. We will if you request discuss with you whether our charges and expenses ought to be paid by another person.

Where we are instructed by a partnership, then each of the partners shall be jointly and severally liable for the sums due to us. Where we undertake work for a company then the directors shall be personally and directly liable for our fees in the event of non-payment by the company. Receipt of instructions from a director purporting to act for the Company will bind the other directors.

## **11. Joint Instructions**

Where we are instructed by more than one person or legal entity to represent their joint interests those instructions are considered to be joint and several unless we have otherwise agreed in writing. This means that we can take instructions from any one of the persons on behalf of all of them and we can look to any one of those instructing us for payment of all or any monies due to us leaving the payer to collect the appropriate contributions from the other or others.

## **12. Calculation of Fees**

We will provide you with an overall estimate or range of the likely fees or disbursements (for example search fees, stamp duty or Court fees) which we anticipate will be incurred in the matter or, where appropriate, we may agree a fixed fee with you. It is our intention to keep within this estimate or range of such fees and disbursements or, where appropriate, the fixed fee.

Unless a fixed fee is agreed we will calculate our fees principally on the basis of all time spent dealing with your matter, for example but not limited to attending you and others, time spent on the telephone, preparing and reading or considering documents, travelling and waiting time, attendance at Court, correspondence, research, preparatory work, retrieval of papers and information, preparation of invoices, statements and other accounting work, typing, word processing and other secretarial/clerical work, reading incoming letters and any electronic communications, generally supervising and administering your file.

We will advise and agree with you the basis of our charges which we will notify to you in writing at the commencement of the matter and at regular intervals as the matter progresses.

### **13. Cost Estimates**

Where estimates of the likely fees or expenses in the matter have been given, they are only our estimate of the likely costs involved at the time of giving the estimate. If the matter subsequently becomes more involved or other factors affect the level of fees and expenses to be charged to you, then in such circumstances you will be advised of any additional costs before they are incurred and your agreement sought. In the unlikely event that any such additional costs cannot be agreed we will have to cease to act for you.

### **14. Matters not Proceeding**

If for any reason the matter does not progress or complete as anticipated, a charge will be made in respect of the work undertaken to that stage whether we provided you with a fixed fee or an overall fee estimate for the work. The charge will include disbursements incurred as at that point in time. Any abortive fees charged will not exceed the estimates or revised estimates already given.

### **15. Hourly Charging Rates**

Where fees are calculated on an hourly basis, the hourly charging rate of the person handling your matter is set out below and confirmed in the Engagement Letter/Email. That rate is reviewed from time to time and may be increased with effect from 1 January each year or at such other time as may be notified to you.

Status: Partner

Hourly Rate (excluding VAT): £300

### **16. Other Factors in calculating our Fees**

We will also take into account other factors in calculating the charge made to you and an additional charge may be made where a case is complex, urgent or of special importance to you or where substantial work is required outside normal office hours. We may, in addition to the hourly charging rate charge a value element which will be based on the value of the transaction as a whole. You will be informed at the outset of your matter if we consider that any of these other factors will be taken into account in calculating our fees.

### **17. Payment of Our Fees and Expenses**

Our fees are due on presentation of our invoices (final or interim). Payment is due in full on delivery of our interim and/or final invoices, unless we have agreed that payment of interim invoices may be delayed because further work is required. Your fee earner will discuss this with you, at the material time.

We accept payment of our fees, and monies on account, by electronic transfer, or by credit card/Visa. Payments in respect of disbursements must normally be made to us before the disbursement is incurred. We do not accept payment in cash.

In all cases, in the event of non-payment of an invoice, we are entitled to charge interest after the expiration of one month from the date of delivery. Interest will be charged at the prevailing County Court judgment rate at the material time. In the case of commercial debts, we reserve the right to claim interest and recovery costs pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

If an account remains unpaid and we commence legal proceedings, we will be entitled to recover the legal costs we incur in connection with those proceedings at our standard rates, together with all disbursements (including fees of counsel and any other lawyers engaged by us in our attempts to recover payment).

The Firm's bank details are included in our invoice. We will never inform you of a change in bank details by email. We will only notify clients of changes to important business information, including bank account details, in official correspondence which will be sent by postal mail. If you are unsure as to whether a notification from us is genuine, please do contact us by phone to confirm. Prior to transferring any funds to our account, we recommend to our clients that they contact us to verify our account details.

## **18. Disbursements**

These are the expenses that we incur on your behalf from time to time during the course of the transaction as referred to above. We reserve the right to request payment in advance for such expenditure. In the event that payment in advance is not requested we ask that you settle such expenditure as soon as possible after having been notified by us of the amount(s) incurred.

## **19. Third Party Fees and Disbursements**

We reserve the right where appropriate to arrange for third parties not employed by us to undertake work on your behalf such as barristers, experts, locums, other solicitors acting as our agents or consultants, planning consultants, bailiffs, sheriffs, interpreters and translators, enquiry agents and process servers. You will be responsible for their fees, expenses and VAT. We expressly reserve the right to incur such fees, expenses and VAT on your behalf up to a maximum figure of £300 (exclusive of VAT) without further reference to you and your acceptance of these Terms of Business will be treated as sufficient authority for us to incur such expenditure. In the event that such costs or disbursements exceed the figure quoted above, we will advise you before they are incurred and obtain your specific authority.

## **20. Fee Sharing and Introductions**

Where your work has been introduced to us by other solicitors we may choose to share with them some of the fees that we receive as a result of acting for you. We may also pay an introduction fee to a third party if they have referred your matter to us. Full details of any introduction arrangement will be provided to you including the amount of any fee(s) paid.

This will not however increase the fees that we charge or the amount you have to pay for the work undertaken by us.

We will ensure that your interests are protected regardless of the interests of an introducer or fee sharer.

## **21. Telegraphic Transfer Charges**

Where it is necessary or we are required to transmit money by way of telegraphic transfer, a separate charge will be made for such transfer which will be notified in our Client Care letter. Our fee for transferring money to a non-UK bank can be provided on request.

## **22. Payments on Account**

As referred to above, before accepting your instructions, we may ask you for a payment on account of fees and expenses, in which case we will not commence work until that payment

has been received. We may, depending upon the nature of the transaction render interim accounts at which time a further payment on account may be required.

### **23. File Production**

In the event that you require us to send any of your files to you or any third party, we will levy a charge for the administration and retrieval of the file and to cover postage. Such charge will not exceed £40 excluding VAT. A photocopying charge may also be made where we require or are obliged to retain copies of documents and

papers within that file to maintain our records. Such charge will not exceed £40 excluding VAT.

### **24. Intellectual Property Rights**

Unless otherwise agreed with you in writing we will retain the intellectual property rights in the work that we produce for you but upon payment of our fees and expenses in full we will grant you a non-exclusive non-assignable royalty-free licence to use our work specifically for the purpose for which it was created.

### **25. Professional Indemnity Insurance**

Under the SRA Indemnity Insurance Rules, we are required to take out and maintain qualifying insurance. Details of our insurance are available on request.

### **26. Limitation of Liability**

Our liability shall be limited to the amount of £3,000,000. Liability for fraud or reckless or dishonest disregard of professional obligations cannot be limited. This provision shall also have no application to any liability for death or personal injury or any other liability for which an exclusion or restriction of liability is prohibited by law.

Unless otherwise agreed with you in writing, we will not have and do not accept any professional liability in the course of this engagement to persons who are not our clients.

Any claim whatsoever arising out of the provision of our legal services shall be brought only against Edmondson Jones Solicitors LLP and not personally against any member, partner or employee involved in the performance of the provision of the legal services to you.

### **27. Suspension of Work**

Where an interim account has been sent to you, or where a payment on account of fees has been requested, and in either case payment has not been made within the time agreed or stipulated, we may decide to suspend work on your matter until such time as payment is made. In any case, when an interim account or payment on account of further fees has been requested, we normally require payment from you before we incur further fees. If we do suspend work on your matter in this way, we cannot accept responsibility for any loss arising as a result of work being suspended.

### **28. Storage of Papers and Documents (hard or electronic)**

After completing the work, we are entitled to keep all your papers and documents where there is money owing to us for our charges and/or disbursements. We will keep our file of papers (except for any of your papers which you ask to be returned to you) for no more than 6 years. We keep the file on the understanding that we have the authority to destroy it 6 years after the date of the final bill we send you for this matter. We will not destroy property deeds or any documents you ask us to hold for you in safe custody. We will keep any files or papers in

relation to Wills, Lasting Powers of Attorney and any other relevant information for a period of up to 90 years, unless you instruct us otherwise.

### **29. Electronic Mail**

We reserve the right to send any communication to you via electronic mail unless you instruct us to the contrary.

### **30. Communications between you and us**

We are confident of providing a high quality service in all respects. If, however, you have any queries or concerns about our work for you, please raise them in the first instance with the relevant partner.

We have a complaints procedure in place which details how we handle complaints, is available via our website and which we will also provide to you if you wish to make a formal complaint. We will have 8 weeks within which to deal with your complaint after which, if you remain dissatisfied, you can take your complaint to the Legal Ombudsman. The Legal Ombudsman can be contacted at PO Box 6806, Wolverhampton WV1 9WJ; telephone 0300 555 0333 and website [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk).

**From 1<sup>st</sup> April 2023** time-limits are changing and from this date the Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you. Please note that the Legal Ombudsman service cannot be used by businesses or most other organisations, unless they are below certain size limits.

All solicitors must attempt to resolve problems that may arise with their services. It is therefore important that you immediately raise any concerns that you may have with us. We value you and would not wish to think you have reason to be unhappy with us.

We are regulated by the Solicitors Regulation Authority (SRA) and so are subject to the provisions of the SRA Codes of Conduct 2019. Copies can be obtained from the SRA website <http://www.sra.org.uk>.

If you dispute the amount of an invoice sent to you, you can request us to review the charges set out in the invoice and any such requests should be made in writing for the attention of the Partner in overall charge of your matter as specified in our engagement letter.

In the event that you remain dissatisfied after following the above procedure, and the matter concerned has involved court proceedings, you have the right to apply to have our charges reviewed by the Court. This is called "assessment".

The procedure is set out in Sections 70, 71 and 72 of the Solicitors Act 1974.

### **31. Equality and Diversity**

Edmondson Jones Solicitors LLP is committed to equality and diversity and to ensuring that within the framework of English and European law it is free from discrimination on the grounds of colour, race, nationality, ethnic or national origin, sexual orientation, gender including gender reassignment, religion or belief, age, marital status or physical or mental disability. We seek to ensure that all individuals are treated fairly and with dignity and respect.

### **32. Ceasing to act for you**

We will continue to act for you until such time as we tell you that we will or can no longer act on your behalf or, alternatively, when you tell us in writing that you do not wish us to continue to act for you. If you notify us in writing that you no longer wish us to act on your behalf, there may be further work that we are required to carry out on your matter even though you have requested us to cease acting for you but in such cases the work will be kept to an absolute minimum, and you will be responsible for our fees and expenses in carrying out such work.

You are obliged to provide instructions and documents in a timely fashion. If you fail to do so we may cease acting for you and we will not be liable for any consequences of your failure to provide such instructions or documents.

### **33. Waiver**

Any failure to enforce at any time any one or more of these terms shall not be a waiver of them or the right at any time subsequently to enforce all applicable terms.

### **34. Governing Law**

Our agreement contained in our engagement letter and these Terms of Business shall be governed and construed in accordance with the laws of England and Wales and any dispute will be the subject of the exclusive jurisdiction of the English courts.

### **35. Explanation of Terms**

If you are unclear as to the nature and extent of either our or your obligations under these Terms of Business, or you require further information, please do not hesitate to contact the person responsible for your matter.

### **36. The Consumer Contracts Regulations 2013**

The Consumer Contracts Regulations 2013 regulate most contracts between a “trader” and a “consumer”. We, as solicitors, constitute a trader within the meaning of the regulations. A “consumer” is defined as “an individual acting for purposes which are wholly or mainly outside that individual’s trade, business, craft or profession”.

If you fall within the definition of a “consumer” you have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the date of receipt by you of this information. To exercise the right to cancel, you must inform us of your decision to cancel by notice of cancellation sent to us by letter or email. Please find the notice of cancellation at the end of these terms. To meet the cancellation deadline it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. If you have 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 you have communicated to us cancellation of the contract, in comparison with the full coverage of the contract.

### **37. Data Protection Privacy Notice**

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, data protection law and our duty of confidentiality.

Please note that our work for you may require us to pass on such information to third parties such as expert witnesses and other professional advisers, including sometimes advisers appointed by another party to your matter.

We may also give such information to others who perform services for us, such as typing or photocopying. Our firm may also be audited or checked by our accountants or regulator, or by other organisations.

We do not normally copy such information to anyone outside the European Economic Area, however we may do so when the particular circumstances of your matter so require. All such third parties are required to maintain confidentiality in relation to your files.

You have a right of access under data protection law to the personal data we hold about you. We seek to keep that personal data correct and up to date. You should let us know if you believe the information, we hold about you needs to be corrected or updated.

We need to inform you of your rights as a data subject (client) of the firm and in this regard, please see the firm's Privacy Policy on our website [www.edmondsonjones.co.uk](http://www.edmondsonjones.co.uk)

### **38. Your Obligations**

If you send us personal data about anyone other than yourself, you will ensure you have any appropriate consents and notices in place to enable you to transfer that personal data to us, and so that we may use it for the purposes for which you provide it to us.

### **39. Your Right to Make a Complaint**

Our Complaint Procedure:

#### **39.1 Our Policy**

You have the right to complain to us.

You will not be charged for any time spent handling your complaint.

You can request a copy of this Complaint Procedure at any time.

We issue all clients with a copy of this Complaint Procedure:

- On instruction of our Firm.
- When you raise a complaint.

We shall aim to deal with any complaint that we may receive promptly, fairly, openly, and effectively.

#### **39.2 Making a Complaint**

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

In the first instance, it may be helpful to contact the person who is working on your case to discuss your concerns and we will do our best to resolve any issues at that stage. If you do not feel able to discuss your concerns with them, please contact the person responsible for

the overall supervision of your matter, who will be named in the client care letter we sent you at the beginning of your matter.

If you do not feel able to raise your concerns with either the Consultants or their supervisor, or if you have raised your issues with the Consultant and you are still not satisfied with the response, you can refer the matter to the Firm's Complaints Manager, who is Nicola Edmondson, by emailing [nicola@edmondsonjones.co.uk](mailto:nicola@edmondsonjones.co.uk).

Making a complaint will not affect how we handle your case.

If you need to make a complaint, you should:

- Complain as soon as possible.
- Provide your full name and contact details.
- Provide us with your file reference number if you have it.
- Be clear on what the issue is and how you would like it to be resolved.
- Allow us up to eight weeks to resolve your complaint.

If you require any help in making your complaint, we will try to help you.

### 39.3 Handling and Resolving a Complaint

We will write to you within three working days acknowledging your complaint, enclosing a copy of this policy.

We will investigate your complaint. This will usually involve:

- Reviewing your complaint.
- Reviewing your file(s) and other relevant documents.
- Liaising with the person who dealt with your matter.

We may also need to ask you for further information or documents. If so, we will ask you to provide the information within a specific period of time.

We will update you on the progress of your complaint at appropriate times.

We may also, if appropriate, invite you to a meeting to discuss your complaint. You do not have to attend if you do not wish to or if you are unable to. We will be happy to discuss the matter with you by telephone or video conference.

We will provide you with a written outcome following an investigation into your complaint to tell you what we have done and what we propose to do to resolve your complaint.

Where possible, we will aim to do this within 28 days of the date of our letter of acknowledgement. If you are not happy with our outcome or we have not provided you with an outcome within eight weeks, you can contact the Legal Ombudsman.

If we cannot resolve your complaint, you can speak directly to the Legal Ombudsman, provided that you fit one of the following categories:

- an individual.
- a business or enterprise that was a micro-enterprise (European Union definition) when it referred the complaint to the authorised person.

- a charity that had an annual income net of tax of less than £1 million when it referred the complaint to the authorised person.
- a club/association/organisation, the affairs of which are managed by its members/a committee/a committee of its members, that had an annual income net of tax of less than £1 million when it referred the complaint to the authorised person.
- a trustee of a trust that had an asset value of less than £1million when it referred the complaint to the authorised person.
- a personal representative or beneficiary of the estate of a person who, before he/she died, had not referred the complaint to the Legal Ombudsman.

They will look at your complaint independently and it will not affect how we handle your case. The Legal Ombudsman's service is free of charge and can investigate complaints about the legal service you have received from us.

Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve your complaint with us first.

The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned, or within one year from when you should have known about the complaint. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you. The Legal Ombudsman will only extend these time limits if they determine it to be fair and reasonable to do so.

If you would like more information about the Legal Ombudsman, please contact them as follows:

Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

Phone Number: 0300 555 0333 between 9am to 5pm.

Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

Address: Legal Ombudsman, PO Box 6167, Slough, SL1 0EH

For complaints that relate specifically to an alleged breach of the SRA Standards and Regulations including the SRA Accounts Rules, you should refer the matter to the Solicitors Regulation Authority (SRA). This could be for things like general misconduct, losing your money or treating you unfairly because of your age, a disability or other characteristic. The SRA will not investigate complaints about services provided by the Firm. They will refer such matters to the Legal Ombudsman.

Website: <https://www.sra.org.uk/consumers/problems/>

Phone Number: 0370 606 2555 between 8am to 5pm. Except Tuesday 9:30am to 5pm.

Contact page: <https://www.sra.org.uk/home/contact-us/>

Business address

Bay Lodge, 36 Harefield Road, Uxbridge, Middlesex UB8 1PH.

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**Notice of Cancellation**

Client Name:

Matter Reference:

TO: Edmondson Jones LLP (the 'Firm'):

I/We hereby give notice that I/We cancel my/our contract with the Firm for services to be provided under the above matter number with immediate effect.

- Date of Contract:
- My/Our Name(s):
- My/Our Address(es):

Signed ..... ..

Date .....