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# Terms of Engagement

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## 1. INTRODUCTION

- 1.1 Our intention is to provide you with a high quality service, handling your instructions with professional skill, care and attention. These terms set out the basis on which our services are provided and deal with communications between us and other matters relevant to our professional relationship.
- 1.2 References in these Terms & Conditions of Business to 'we' 'us' and 'firm' are to Kingfields Solicitors, a partnership registered with the Solicitors Regulations Authority of England and Wales under Registration Number 518622 and its associated companies or its branch offices.
- 1.3 References to 'you' or 'your' are to the client to whom our Engagement letter(s) (also referred to as the Client Care Letter) is (are) addressed.
- 1.4 Our head office address is Baker Street Chambers, 136 Baker Street, London W1U 6FL and our branch office address is The Old Court House, London Road, Ascot, Berkshire, SL5 7EN, England and our Representative Office address in Singapore is Level 39 Marina Bay Financial Tower 2, 10 Marina Boulevard, Singapore 018983.
- 1.5 The term Client Care Letter and Engagement Letter have the same meaning and will be used interchangeably in these Terms and Conditions of Business (and our Engagement Letter.) Reference to 'Terms and Conditions' shall mean the terms and conditions set out in this document.
- 1.6 Certain sections may not be relevant to your immediate circumstances.

However, our objective is to build long term relationships with clients and we take the view that it is appropriate to provide you (at the outset) with a description of the general terms on which we provide all our services at the outset. These terms should be read in conjunction with our Engagement letter relating to specific items of work or engaging work on which you instruct us and, except for the extent varied and supplemental by our engagement letter(s) they regulate the relationship you have with us.

- 1.7 Whenever there is a conflict between the terms set out in our Engagement Letter and these Terms and Conditions of Business, the terms in the Engagement Letter will prevail.
- 1.8 Reference to SRA shall mean Solicitors Regulation Authority.
- 1.9 These Terms and Conditions of Business are subject to change from time to time without any prior notice.

## 2. CLIENT AGREEMENT

- 2.1 Our services will be provided in accordance with our initial Engagement Letter to you and these Terms and Conditions. These Terms and Conditions should be read in conjunction with the letter confirming your instructions. The terms are subject to English Law and the courts of England & Wales shall have exclusive jurisdiction.
- 2.2 Your transaction will be handled by those individuals notified to you in the Engagement Letter and from time to time by letter unless otherwise specified you should normally address all communications to them. We reserve the right to delegate tasks to suitably experienced members of staff

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to enable your work to be carried out in a timely and cost-effective manner. The partners and staff in Kingfields' conveyancing department are specialists who are qualified to advise you in matters of conveyancing.

2.3 The following categories of lawyers may be used to carry out your work:

- Partner
- Consultant
- Assistant Solicitor
- Fellow of the Institute of Legal Executives
- Trainee Solicitor / Paralegal

The ultimate responsibility remains with the firm as a whole rather than any individual lawyer.

2.4 Our hours of business are 9:30 am to 5:30 pm Monday to Friday inclusive. We do not open on Bank Holidays and work reduced hours between Christmas and New Year. We do not take calls outside of these agreed hours. Your call may be directed to an answer phone service and we will endeavour to return your call at the earliest opportunity. If you have the direct telephone number of the person handling your matter, than you may call them on their direct number outside the usual working hours.

### 3. PROVISION OF ADVICE

3.1 Our advice on any matter is confidential and is provided for your benefit alone and solely for the purpose of the matter set out by us in the Engagement Letter. Save with our prior written consent it may not be relied upon for any other purpose or by any other person. Our duty of care is to you as our client and does not extend to any third party.

3.2 We are not responsible for advising (or not advising) on matters outside the scope of the Engagement Letter, or for advising on changes in the law after we have delivered our advice, nor if you act or refrain from acting on the basis of any draft advice before it has been finalised.

3.3 You are responsible for providing us with all information that we require in order to advise you on your matter and to ensure that such information is, and remains, true and accurate in all material respects and is not misleading. Unless we agree otherwise, we will not check the accuracy or completeness of such information. You should not assume that information or documents which have previously been given to us on matters on which we have previously advised will be known to those instructed on a new matter.

3.4 You are responsible for ensuring that you have all necessary rights to supply us with the information you provide and that our use of that information will not infringe the rights of any third party or result in a breach of any law, rule or regulation.

3.5 To enable us to continue to advise you on your matter effectively you are obliged to inform us, within 7 days, of any changes to your name, address, e-mail address or telephone number.

3.6 When we are required to exchange contracts within 10 days of being instructed or any such timeframe that would be unrealistic given the nature of the transaction, we cannot be held responsible for any omissions or the lack of information from the seller or their lawyers or any relevant third party that may be outstanding or due

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- to the tight timescale any information which may be inadvertently omitted or not considered. When you instruct us to exchange contracts under these circumstances you will then have no claim against the firm, individual partner or a member or staff of the firm.
- 3.7 You should consult other suitably qualified professionals for advice on non-legal matters such as the condition of the property, its services and market value, environmental issues or for specific investment advice. Kingfields do not provide advices on such matters. If you have any concerns on these issues then we are happy to recommend you to an appropriate specialist.
- 3.8 We do not advise on financial, investment, surveying, valuation, planning, commercial viability, trading, or marketability issues. We only advise on tax when we have expressly agreed in writing to do so and subject to our Terms and Conditions and Engagement Letter.
- 3.9 We are not qualified either as accountants or as surveyors and the interpretation of financial information or environmental surveying information should be undertaken on your behalf by specialist advisers qualified to render such advice.
- 3.10 We are committed to providing you with the best customer care. We will therefore:
- 3.10.1 review your matter and update you in writing with progress on your matter regularly;
- 3.10.2 communicate with you in plain language;
- 3.10.3 explain to you by telephone or in writing the legal work required as your matter progresses;
- 3.10.4 update you on the cost of your matter at regular intervals;
- 3.10.5 keep you regularly informed of progress or, if there is none, when you are next likely to hear from us;
- 3.10.6 deal with your queries promptly, (e.g. we will always try to return your phone calls the same day);
- 3.10.7 update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances during the transaction;
- 3.10.8 update you on the likely timescales for each stage of this matter and any important changes in those estimates;
- 3.10.9 continue to review whether there are alternative methods by which your matter can be funded.
- 4. INFORMATION AND CONFIDENTIALITY**
- Information About You**
- We may use the information which you provide, or which we obtain through our dealings with you, or others for the provision of Services to fulfil our contractual obligations to you or the legitimate interests of you, ourselves and others. We may give it on a confidential basis to our Partners, employees and agents (some of who are based outside the EEA). We may use it to administer your account with us, including tracing and collecting any debts. Further information is provided within our Privacy Policy / Statement a copy

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of which is available on our website or can be made available on request.

We may also use it to ensure legitimate interests in the safety and security of our premises (where we may also use CCTV); for fraud prevention purposes (including verification checks for our money laundering obligations); to assess client satisfaction (such as by asking you to participate in surveys); and to help improve our services generally.

We may also use it to contact you by letter, telephone, e-mail or otherwise about our services and about events such as seminars and conferences and to send you briefings and similar material. Contacting you by electronic means requires your specific and verifiable consent. By signing and returning the Instruction Form and Authority to Proceed you are agreeing that we may use your contact details and information in this way. If you do not wish to be contacted or having provided consent previously you wish to withdraw or amend it, please inform us in writing. Please follow the instructions in the attached instruction form.

We have an administrative office based in Mumbai, India, which does our typing /other administration duties on our files to ensure this is done promptly. We can confirm that our admin office only carries out work for Kingfields and we maintain a close working relationship allowing us to supervise their systems of work daily. We believe we have a legitimate interest in doing this. We have a confidentiality agreement with our administrative office in India. If you do not want your file to be outsourced for administrative tasks such as typing, please let us know as soon as possible.

We may store information about You, Your Matter or any other Documents and correspondence relating to Your file(s) using cloud-based technology. Again, we believe we have a legitimate interest in acting in this way and take every possible precaution to protect your personal information. If you do not wish for your file(s) or other information to be stored in this way, please inform Us in writing before we commence work on Your Matter.

### **Our Duty of Confidentiality**

Please also refer to our Privacy Policy / Statement when reading this section. We will treat any information which is confidential to you and which we obtain as a result of acting for you as strictly confidential, save: -

for the purpose of acting for you; or

for legitimate interest disclosures to our auditors/advisers/our outsourced admin office or for the purposes of our professional indemnity insurance; or

as otherwise required by law or other regulatory authority to which we are subject.

If you do not wish to disclose your details and file to be released you must notify us in writing and discuss this with us when signing and returning a copy of the Instruction Form and Authority to Proceed Form. We may be unable to act for you in such circumstances.

We may refer publicly to your name as a client of ours, which we believe is a legitimate interest in collecting and promoting client feedback provided we do not disclose any information which is confidential to you.

We shall be under no duty to disclose to you (or take into account in the

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course of providing the Services) any information acquired by us in acting for any other client or any information in respect of which we owe a duty of confidentiality to a third party.

#### **Your Duty of Confidentiality**

Our advice and other communications with you are confidential and may not, without our consent, be disclosed by you to any third party (other than to your employees and agents who require access and who do not disclose it further) or otherwise made public except as required by law or other regulatory authority to which you are subject.

If, as a result of our acting for you, you acquire any information in respect of which we notify you that we owe a duty of confidentiality to a third party you will keep it confidential and not use it without our consent.

### **5. CONFLICTS OF INTEREST**

5.1 We take conflict issues seriously. Our conflict procedures help us fulfill our professional obligation not to act for one client in a matter where there is an actual (or significant risk of a) conflict with the interests of another client for whom we are already acting. We have procedures in place to ensure that conflict checks are carried out on every matter as soon as practicable so that if an issue arises it can be discussed with you and dealt with as soon as possible. If at any time you become aware of an actual or potential conflict of interest, please raise it with us immediately.

5.2 Where our professional rules allow, you agree that after we cease to act for you, we may act or continue to act for another client in circumstances where we hold information which is confidential to you and material to

the engagement with that other client. We will not, however, disclose your confidential information to that other client.

### **6. PAYMENT**

6.1 We normally ask you to pay our fees and disbursements for each matter at its conclusion. However if you are buying a property, which is in the course of construction, we may deliver bills to you at intervals as the matter proceeds. In this regard should the time between exchange of contracts and completion be more than two months then 75% of our fees and any disbursements incurred at that stage are payable on exchange of contracts.

6.2 We may issue interim bills during the course of your matter and a final bill will be sent to you at the conclusion of your matter. Our bills should be paid within 14 days of issue (unless otherwise stated) and if payment is not made we reserve the right to suspend acting for you until full payment is received or decline to act for you further. If we cease acting for you we will render a final bill for any work carried out to that point.

6.3 If a bill remains unpaid for one month after the date of the bill, we reserve the right to charge interest on a daily basis until payment is made. The daily interest rate will be charged at a rate equal to 8% above the Bank of England base.

6.4 We will also be entitled to retain documents belonging to you, together with our own papers relating to the matter, until all sums outstanding to us are paid.

6.5 We may require payment of sums on account of anticipated fees or

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disbursements. When we put these payments towards your bill we will send you a receipted bill. We will offset any payments on account against your final bill, but your total charges and expenses may be greater than any advanced payments.

6.6 In order to comply with our money laundering obligations, other than the usual charges incurred in connection with a matter, we will not pay any sums to a third party on your behalf, whether from proceeds of sale or funds provided by you. You will be responsible for making any such payments yourself unless we are satisfied with the reasons and receive satisfactory identity documents of the third party.

6.7 In accordance with your rights under the Solicitors' (Non-Contentious Business) Remuneration Order 2009 (and any subsequent amendments) and Sections 70, 71 and 72 of the Solicitors Act 1974 (and any subsequent amendments) you have the right to apply to the court to have your bill formally assessed by the court. In the first instance we would suggest you use or complaints process in order to try to resolve any areas of dispute.

6.8 We may send you interim bills with a statement of account detailing every bill which remains unpaid. You may also be contacted by our credit control team in relation to any unpaid bills which are older than 15 days.

6.9 We reserve the right to recover our costs incurred as a result of you not complying with our payment terms. These include charges for preparing and sending you reminder letters and the expense we incur in tracing you and enforcing our terms whether

through the courts or not. These terms entitle us to recover from you any shortfall in costs arising following an assessment by the court.

6.10 If at any stage we make an over payment to you inadvertently or otherwise, than any such over paid amount will be immediately returned to us without any deduction or off set and will at all times remain a debt due to us. We reserve the right to charge you interest on any such amount due to us and should any such payment remain outstanding then you further consent to us taking a charge on the property until such funds are returned to us in full.

6.11 We shall not be responsible for any charges, cost, interest or changes arising out of foreign currency fluctuations.

6.12 When sending funds to Kingfields, you agree to bear the bank charges for both yourself and Kingfields as the Beneficiary to ensure there is no shortfall.

6.13 Commission for work – If we receive a commission from a third party arising from work we are doing for you, we will credit you with the commission unless you have agreed otherwise or the amount is less than twenty pounds (£20, excluding VAT).

6.14 Common law entitles us to retain any money, papers or other property belonging to you which properly come into our possession pending payment of our cost, whether or not the property is acquired in connection with the matter for which the costs were incurred. This is known as a 'general lien'. We are not entitled to

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sell property held under a lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.

## **7. YOUR RESPONSIBILITIES**

7.1 As solicitors, we act as your agents and can act only on information and instructions given to us. We will require from you clear guidance on who is authorised to give us such instructions. You should not assume that we have knowledge of any factual matters. You can instruct us either verbally; in writing or by email, although we will require verbal instructions to be confirmed in writing or by email immediately thereafter. You will be legally bound by actions taken by us on your behalf in accordance with your instructions. We shall not be responsible for any failure to advise or comment on any matter which falls outside the scope of your instructions. We shall not be responsible for any verbal instructions which are than not confirmed to us in writing or by email.

7.2 Where a property is held jointly or is to be purchased jointly, we may accept and act on instructions from any joint owner or joint purchaser of the property and you agree to be bound by those instructions.

7.3 You should carry out your responsibilities in accordance with this agreement and as we request of you from time to time. You should bring to our attention immediately information or any discovery which you consider to be inconsistent with our understanding of your transaction, or any change in your circumstances, which may have a bearing on our acting for you or our provision of advice. It is particularly

important that you provide us with instructions, information and requested forms and documents in a timely manner and that all information provided by you is true and accurate and not misleading to the best of your knowledge, information and belief. We cannot be held liable for any loss or damage arising from information or for inaccuracy or other defect in any document supplied by you.

7.4 Where the property is being purchased through a company we may accept instructions from an officer of the Company provided we receive minutes of the Directors' meeting authorising the transaction and appointing that person from whom we should accept instructions.

7.5 In a conveyancing transaction, you will be responsible for providing to us (in writing) clear instructions on the heads of terms of your agreement with the other party such as the agent, the seller (if we act for you as a purchaser) or buyer (if we act for you as a seller) in writing. This is to ensure that whatever you agree is reflected in the sale/purchase agreement.

### **7.6 Stamp Duty Land Tax (SDLT)**

We will normally submit any SDLT returns electronically on your behalf, and by signing the Instruction Form and Authority to Proceed Form, you are accepting these Terms and Conditions of Business and authorising us to submit the SDLT return electronically on your behalf. Please note the following:

7.6.1 We will complete the return as accurately as we can, relying on

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information provided by you and information received during the course of the transaction, but you are ultimately responsible for the accuracy of the return and the information contained in it;

- 7.6.2 Although we will be acting as your “tax agent”, this will not constitute an agent/principal relationship, so we will not have any corresponding liability;
- 7.6.3 HMRC may enquire into your transaction(s) even after the issue of a certificate, for up to 9 months (or any such longer period HMRC is entitled to) after the filing date. If we are required to assist with an enquiry we reserve the right to charge fees for that further work;
- 7.6.4 If such an enquiry takes place, you may be liable for any shortfall in SDLT identified by that enquiry including interest and penalties. You agree to fully indemnify us for all costs, charges in respect of such enquiry.
- 7.6.5 In certain circumstances, changes or alterations to your exchanged contract can trigger changes to the amount of SDLT (usually to increase your liability) payable on your transaction. Particularly, if the Chancellor announces certain changes during your transaction to the prevailing SDLT rules or rates that might mean you pay more SDLT than the SDLT rates that existed before the announcement made by the Chancellor as a result of an alteration to your exchanged contracts. This is because HMRC may consider such an alteration or change to the exchange of contract as you enter into a new contract. For instance, if you are entering into a Deed of Assignment/Supplemental Contract

that has the effect of making material changes to your existing contract such as changes to names of the parties of the original contract or to transfer the Property into the name of a company whether owned by you or not, this might trigger SDLT to be paid at a higher rate if the chancellor has announced any changes in the interim. In such a case we cannot be held responsible if you are required to pay higher SDLT whether or not we warned you of such a change/alteration to your documents will trigger SDLT at a higher rate.

- 7.6.6 Please note that any tax information provided by us is for general purposes and is not intended to be tax advice. Tax rules are subject to change at any time without prior notice. You should always obtain specific advice which is relevant to your circumstances.

SDLT rules are very complicated and advice can vary depending on your circumstances. We do not include SDLT advice within the scope of the conveyancing work we offer. We ask you that before you exchange contracts, you seek specialist tax advice (we can recommend such advisor) to check your correct liability for any possible changes. We have provided you with various links to the HMRC website for further information.

Following completion, you are required to file a SDLT return to HMRC. We will do this on your behalf however like any other tax return it is your responsibility to ensure you are satisfied with the contents of the SDLT Return form and you have provided us with the correct information. We will therefore not accept any responsibility in respect of your SDLT Tax Return.

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## 7.7 Mortgage Lenders

Where we act on a property purchase for you, and you are obtaining a mortgage, we will usually be instructed to act on behalf of the mortgage lender as well as for you. Although we owe you a duty of confidentiality, we will also owe a duty to the lender to disclose any information material to their lending decision (examples include – a change/discrepancy in the purchase price; incentives, allowances or discounts including cash back, fittings and payment of legal fees; deposit being paid by a third party; direct payments being made by buyer to seller etc). By signing the Instruction Form and Authority to Proceed Form, you authorise us to disclose to your intended lender any relevant information which arises during the transaction, and which might affect the lender's decision to lend.

## 8. SERVICE COMMITMENTS

- 8.1 We are committed to provide you with a high service level. We do not have any universal pattern for reporting on individual matters as the form and frequency of reporting will depend on the nature of the matter and your particular requirements. However, we will keep you regularly informed of progress as and when things develop in your transaction. We will explain to you the legal work that may be required on your transaction. We will also advise you of the likely time scale involved.
- 8.2 Any time scales agreed will be estimates and we endeavour to achieve those time scales. You will however appreciate that in a

conveyancing transaction there is involvement from third parties such as the other party's solicitors, Local Authority Council who provide the searches, the Land Registry, your mortgage lender and/or their legal representatives etc. Any delay from any of the third parties will have an effect on the time scales.

## 9. CLIENT MONEY

- 9.1 It is a condition of these Terms and Conditions of Business that we are entitled to ask you to let us have money on account of costs to be incurred for both our fees and other disbursements.
- 9.2 Money held by us for you, whether on account or otherwise, will be held in a separate client bank account and administered according to the SRA Accounts Rules. You may be entitled to interest, details of which are available on request. In order to comply with our money laundering obligations, where a transaction does not complete we will repay monies held by us, for you, to you alone and not to any third party on your behalf unless we are satisfied with the reasons for paying to a third party and have satisfactory ID required under Anti-Money Laundering rules.
- 9.3 As required by the SRA Accounts Rules, money held by us will be taken in payment or part payment of our bills within 14 days of the date of the bill, unless that money is held for any other purpose.
- 9.4 We do not accept any payments in cash. If you deposit cash direct with our bank we reserve the right to charge for any additional anti-money laundering checks we deem necessary regarding the source of the funds and allocating funds to your ledger.

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- 9.5 Where we make a payment of money to you or to another person on your behalf, it will usually be by cheque sent in the ordinary post or an electronic funds transfer e.g. via the clearing house automated payment system (CHAPS). Whichever payment method is used we do not accept any responsibility or liability for any losses arising in respect of any interception delays, appropriation, misuse or delay in receipt or loss resulting from changes in foreign exchange rates. As a security measure and for your protection we ask that you tell us the payee's bank account number in addition to the payee's name for inclusion in any cheque. If you want us to send you funds through the CHAPS/BACS system or by telegraphic transfer, we suggest you fax the bank details rather than sending to us by email for security reasons using our Return of Funds form duly signed by you.
- 10. FEES**
- 10.1 Wherever possible, our conveyancing work is carried out on the basis of a fixed fee. Within this fixed fee we include all conventional work associated with a typical conveyancing transaction. On occasion, our clients require other legal services to assist them in their transaction. Wherever possible we will endeavour to provide you with a fixed fee for these additional legal services before undertaking these services on your behalf. Leasehold transactions attract a supplemental fee due to the extra work involved. A schedule of our typical prescribed additional charges is set out below under "Additional Charges" of the Terms and Conditions and the Engagement Letter. The schedule is for illustrative purposes only and is not exhaustive and subject to change amendment or revision without prior notification.
- 10.2 Mortgage lenders need specific work carried out before granting or disbursing a mortgage. Whilst this work is carried out for their benefit, they require you to be responsible for the fees for this work. Our fees for undertaking this work will be set out on our quotation and/or in our Client Care Letter/Engagement Letter.
- 10.3 Should you require additional legal services which need us to refer you to another department within Kingfields then that department will confirm its own terms and conditions and basis for charging you. There will be no allowance for their time within our conveyancing quotation.
- 10.4 Value Added Tax (VAT) will be added to our fees at the prevailing rate. The rate is currently 20% and may be subject to charge without prior notification.
- 10.5 Any quotation provided to you by us is based upon available information at the time of provision. It may make reference to payments made to third parties on your behalf in the course of your transaction. These may be significant, including Stamp Duty Land Tax, Land Registration Fees, Local Authority and other searches. It is not always possible to be aware at the outset of all such payments. We can only become aware of third party cost/fees once a transaction begins and documentation is received.
- 10.6 On a conveyancing transaction our fees become due from exchange of contracts.

10.7 Our hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally, the rates are reviewed with effect from 1<sup>st</sup> November each year. If a review is carried out before your current matter is concluded, we will inform you of any variation in the rate before it takes effect.

## **11. ADDITIONAL CHARGES**

11.1 Deeds of Covenant; Complex Statutory Declarations; Simple Declaration of Trust; Power of Attorneys; or Assignments of life policy between joint holders/surrender from £800 depending on complexity. Dealing with third party lawyers in matrimonial disputes; or other secured loans; Deeds of Postponement or Deeds of Guarantee. Transfer of Superior Freehold title in conjunction with leasehold sale or purchase; or Transfer of Equity or Deed of Gift from £799. Auction Contract package preparation or review = 75% of standard fee in advance of auction, balancing 25% payable following successful exchange of contracts at auction. Additional set of contracts in Contract Race from £700.

11.2 Whenever we undertake new build work i.e., acting on your behalf in the purchase of new build property, then we will charge you 75% of our fees plus VAT on exchange of contracts and the balance 25% plus VAT on completion. However, do refer to our Engagement Letter/Client Care Letter.

## **12. ABORTIVE TRANSACTIONS**

12.1 In the event of your transaction becoming 'abortive' i.e. not proceeding to completion or to its conclusion, we will be entitled to

make a charge based on the time spent on your behalf.

*As an example, if you are selling a property and there are two aborted sales then a fee will be charged for the abortive sales in addition to the agreed fee for the sale which completes.*

12.2 If you fail to complete the transaction after you have committed to an exchange, we reserve the right to charge you additional fees for the additional work that we have to undertake. Similarly, if the seller fails to complete and we have to serve a Notice to Complete on the Seller then we will charge additional fees for the additional work we undertake in such situation. Please refer to the Engagement Letter for details on abortive fees.

12.3 If you have exchanged a sub-sale /assignment contracts and require us to negotiate on your behalf with the other parties in the chain, including the developer /sub-buyer to step aside then we will charge you a fee for doing so as this involves additional time that will incur a fee.

## **13. CHARGES & EXPENSES**

13.1 By instructing us, you are authorising us to incur such charges as we consider reasonable and necessary.

13.2 Disbursements are charges paid to external providers on your behalf and may include (although not an exhaustive list) the fees of Counsel and other experts, including medical experts, travel, couriers, court fees, conveyancing search fees, land registry fees and stamp duty land tax. These items are charged at cost with VAT added where applicable.

13.3 Routine photocopying, telephone and facsimile charges may, at our discretion, be charged. We also reserve the right to charge for bank transaction costs. VAT will be added where applicable.

13.4 Payments on account for charges may be required, particularly if they are likely to be substantial.

#### **14. ESTIMATES**

14.1 Any estimate given for work to be carried out is not intended to be fixed unless it is expressly stated as such. In the absence of such a statement it will be our best estimate of likely cost based upon the facts then known.

#### **15. CLIENT INTEREST**

15.1 Where we hold cleared funds on your behalf for more than 7 days (then subject to any specific agreement to the contrary), we will account to you for interest in accordance with Solicitors Regulation Authority Guidelines, where the interest payable exceeds £20.00.

#### **16. WHEN MONEY IS REQUIRED**

16.1. We may ask you to make a payment on account of disbursements. If you fail to do so we may cease to work for you. The amount on account of disbursements may vary. Please refer to the Client Care Letter. We will use the on account payment to obtain for example, Conveyancing searches on a purchase or management accounts on a leasehold sale. We will account to you on completion for any payment you have made to us.

16.2 We do not accept credit card payments.

16.3 Money paid to us in advance will be held in our client account separately

from the firm's own money, subject to our right to transfer and use the same in payment of our fees and expenses and in compliance with strict rules of the Solicitors Regulation Authority.

16.4 If money is received and needs to be returned, we reserve the right to return the money to the same account from which it came subject to full identity checks being carried out of the recipient(s). We will only return funds to the third party if we have received a reasonable explanation for this and full and proper identity checks have been carried on the third party recipient.

16.5 We will not accept payments from anyone other than our clients or their lender. If funds are going to be transferred from a third party i.e., a relative/friend or from your company account, then we will need an explanation for such a transfer. We will also need full identity check to be carried out on the third party sending funds.

16.6 Where funds are being sent to us from an Foreign Exchange company ('FX') such as 'Western Union', we will require you to provide us with a bank statement (original or certified copy) of the account that was used to transfer funds to the FX company. We will also require the receipt issued by the FX for the payment. Please ensure that the FX company indicates our full reference so that we can allocate the funds. Otherwise, we reserve the right to charge a fee for the time incurred in allocating the funds.

16.7 Where money is required from you it is essential that this is cleared in our client account the day before we are required to use it. We do not

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recommend payment of substantial sums by personal cheque because of the uncertainty on clearance. We would encourage you to use internet banking for sending us small amounts and telegraphic transfer (CHAPS) for larger amounts such as payment of deposit and completion monies. Please ensure your file reference is clearly stated as the payment reference in order to avoid any delays and additional charges associated with identifying payments which are received without references.

16.8 We will allow up to 10 working days for cheques to clear before we can use the funds. For cheques received from overseas banks we can allow up to 21 working days for them to clear; Please bear this in mind as it might affect the timing of your transaction and you may end up having to pay interest and/or penalties to the seller if this sale and purchase leads to you breaching the terms of your contract. We will not be responsible for any such delays.

16.9 Any mortgage advance will be requested by us the day before completion to give us the best opportunity to send out money before a contract deadline. Any interest charged by your lender from the date of release of funds to us will be your responsibility. We cannot be liable for any delay or consequential loss caused by any delay or funds being uncleared on completion. If completion is delayed after we have requested mortgage funds, generally the lender will allow us to hold the mortgage funds for 24 hours before requesting for the funds to be returned. You will be responsible for any cost, interest incurred charged by the lender from the day of release of

funds to us until funds are returned to them.

16.10 Occasionally the timescale between exchange of contracts and completion can be very tight, even from time to time, on the same day, perhaps due to pressure in a chain of transactions. In such situations, and because your lender will require five working days notice to release funds to us, we may need to request funds speculating on the proposed completion date, in order to achieve your target date. Where we request funds on such a speculative basis for your proposed move, then you alone will be responsible for any resulting administrative and interest costs.

16.11 When we receive instructions from, or on behalf of, more than one person or company to deal with any particular matter, each person or company for whom we are acting will be separately responsible for payment of the full amount of our fees and expenses.

16.12 Money held by us on your behalf may be taken in payment or part payment of our invoices whether overdue or not.

16.13 Unless otherwise agreed you remain liable for payment of expenses, whatever the outcome of your transaction.

16.14 We will in each case deliver a VAT invoice, but this must by law, be addressed to the client for whom we have performed the service. Where a third party is to pay our fees the third party will not usually be able to recover the VAT element.

16.15 Any deposits or further deposits that are due under the terms of your sale and purchase contract it will be your

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responsibility to ensure these are sent to us in sufficient time for us to send to the seller or developer.

- 16.16 On an assignment and/or subsale contract, we shall not be responsible for any interest, costs, penalties, or repudiation of the contract by the original seller/developer should the deposit due under your contract to your seller not to be provided to the original seller/developer within the necessary timescales.

**17. YOUR AGREEMENT TO INDEMNIFY US**

You agree to indemnify us against any liability or expense, which we are legally obliged to pay or incur as a result of acting for you.

**18. FINANCIAL SERVICES AND INSURANCE DISTRIBUTION SERVICES**

- 18.1 Kingfields is not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution 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 at [www.fca.gov.uk/register](http://www.fca.gov.uk/register).

- 18.2 The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 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 Complaints Service is the independent complaints handling body of the Law Society.

**19. CONVEYANCING SEARCHES AND TITLE INSURANCE**

- 19.1 In the absence of any specific request, we will assume that you are content for us to undertake the usual Conveyancing search enquiries on your behalf with such organisations that we consider appropriate. In the event that any third party search provider's search results prove to be inaccurate, your recourse would be via their insurance cover, and we will not accept any liability for the information provided.

- 19.2 In a transaction where you are not obtaining a mortgage, we will continue to undertake the usual Conveyancing searches at your cost unless we receive clear written instructions prior to us undertaking the searches that you do not want us to undertake such searches. We shall not be responsible for any cost and/or losses which result from lack of valid Conveyancing search. We advise you to obtain up-to-date Conveyancing searches. We will only undertake such searches once we have received funds from you.

**20. LIMITATION OF LIABILITY**

- 20.1 All reasonable skill and care will be used in the provision of our services to you. We cannot accept responsibility for changes in the law or its interpretation that occur subsequent to our advice being delivered to you or which could not reasonably be known by us at the time.

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- 20.2 In no circumstances shall the firm, its partners or employees or consultants be liable for any loss, damage, cost or expense arising in any way from or in connection with the dishonest, deliberate or reckless misstatement concealment or conduct of any other person or company. If any losses are incurred by us or any claims made by a third party against us as a result of your failures acts or omissions as detailed above, we reserve the right to recover the full amount of any subsequent losses from you on a full indemnity basis.
- 20.3 Advice given by us in the course of a matter is provided to you and you alone and only in relation to the particular circumstances of your instructions. We do not accept any liability for the use of any such advice by any other person without our express prior written consent. The Contracts (Rights of Third Parties) Act 1999 is excluded from this Agreement.
- 20.4 Where you instruct other professional advisers in conjunction with your transaction, you agree that our position in the event of a claim will not be adversely prejudiced by any arrangement or limitation agreed with another of your professional advisers in respect of their potential liability.
- 20.5 If we are prevented by circumstances beyond our reasonable control from providing the services we have undertaken to perform for you, we will immediately notify you of the nature and extent of such circumstances. If as a result of those circumstances we are unable to meet any deadline or complete the services by any estimated date of completion or at all:
- 20.5.1 any such failure on our part will not constitute a breach of the agreement between us;
- 20.5.2 we will not be otherwise liable to you for any such failure to the extent that it is attributable to any such circumstances notified to you; and
- 20.5.3 any estimated date for completion of the services will be extended accordingly.
- 20.6 We shall not be responsible for any failure to provide services on any issue which falls outside the scope of our engagement and shall have no responsibility to notify you of, or the consequences of, any event or change in the law (or its interpretation) which occurs after the date on which the relevant service is provided.
- 20.7 We shall not be liable for any indirect loss or damage or any loss of profit, income, anticipated savings, production or accruals arising in any circumstances whatsoever, whether in contract, tort, negligence, for breach of statutory duty or otherwise, and howsoever caused.
- 20.8 All correspondence and other communications sent to you in the performance of our services shall for all purposes be assumed to have been sent on behalf of Kingfields Solicitors. Any liability arising out of these Terms and Conditions of Business, or otherwise arising out of or related to the performance of our services, shall be a liability of Kingfields and not of an employee, member or consultant of Kingfields. Accordingly, you agree that by engaging us you will not bring any claim arising out of or in connection with our engagement personally against any partner,

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individual employee, member or consultant of Kingfields. This restriction will not operate to limit or exclude the liability of Kingfields.

20.9 We will not be liable for failure or delay of for any consequences of any failure or delay in the performance of your instruction if it is beyond our reasonable control including without limitation, acts of god, war, industrial disputes, power failure, fire, flood, storm, explosion, acts of terrorism, delays by third parties and national emergencies.

20.10 The extent to which any loss or damage will be recoverable by you from us will be limited so as to be in proportion to our contribution to the overall fault for such loss or damage, taking into account any contributing negligence by you, your other advisors and/or any other third party responsible to you and/or liable in respect of such loss.

20.11 We shall not be responsible for any loss you incur or loss of deposit or funds or loss of profit as a result of the insolvency of the developer, buyer, seller or any third party.

20.12 Our liability to you for a breach of your instruction shall be limited to £5 million unless we expressly state a higher amount in the Engagement Letter. We will not be liable for any consequential, special, indirect or exemplary damages, cost or losses or any damages, costs or losses attributable to loss of profits or opportunities. We can only be liable to the extent of UK Laws. In particular, we cannot limit our liability for death or personal injury caused by our negligence. We currently carry Professional Indemnity Insurance in the sum of Five Million Pounds

(£5,000,000.00) including that which we are required to have by the Solicitors Regulation Authority. Details of this policy is available for inspection at our London Head Office.

20.13 By instructing us, you agree that the amount that we shall be liable to pay to you, in total, on any claim or linked series of claims shall not exceed the sum of £5,000,000. If you do not consider this amount adequate and require a higher limit of indemnity, we may be able to purchase additional cover from our insurers, but this will be at an additional cost payable by you. If this is what you require you should notify us immediately in writing.

20.14 Where our Engagement Letter is addressed to more than one client, the above limit of liability applies to the total of all claims by all such clients and not separately to each client.

20.15 Details of the professional indemnity policy are available for inspection at our offices.

20.16 In the event of a banking failure it is unlikely that the firm would be held liable for any losses of client account money.

We currently hold our client account funds in Lloyds Bank Plc. The £85,000 Financial Services Compensation Scheme (FSCS) limit will apply to each individual client so if you hold other personal monies yourself in the same bank as our client account, the limit remains £85,000 in total, so it may be advisable to check with your own bank as some banks now trade under different trading names. In the event of a bank failure you agree to us disclosing details to the FSCS.

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However, with effect from 3rd July 2015, the FSCS 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)

In the event of a bank failure you agree to us disclosing details to the FSCS.

## **21. COPYRIGHT / INTELLECTUAL PROPERTY RIGHTS REMAINS WITH US**

21.1 We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing our services (including knowhow and working materials as well as final documents). We grant you a non-exclusive, non-transferable, non-sub licensable license to use such documents or other works solely for the purpose of your matter. If you do not pay us in full in accordance with this Terms & Conditions/Engagement Letter we may, on giving you notice, revoke the license and only re-grant it to you once full payment has been made.

21.2 We may retain, for our subsequent use, a copy of the advice or opinion of any barrister or other third party obtained in the course of providing the services. If we retain a copy of any such advice or opinion we will take all reasonable steps to conceal information which might reasonably enable you to be identified.

## **22. TERMINATION AND SUSPENSION OF SERVICE**

22.1 You may terminate or suspend your instructions to us in writing at any time. We may decide to stop acting for you where we have reasonable grounds to do so. For example, if you do not pay a bill, you have not paid any on account payment, if you provide us with misleading information or if you act in an abusive or offensive manner or breach any of our Terms and Conditions of Business or Engagement Letter. In such an event an explanation of the reasons will be provided.

22.2 If our instructions are terminated we are entitled by law to retain your papers and documents if there is any money owing to us or there is any liability outstanding for which we remain without recourse. In the event of termination, a final invoice for any outstanding expenses will be delivered which is payable upon receipt.

22.3 We may decide to stop acting for you if we discover that you have withheld information from us which is vital in the progression of the transaction.

22.4 If we discover any discrepancy in the information you have provided us and what you have provided is a third party i.e., where the contract price differs from the purchase price on your mortgage offer or where you have omitted to disclose any incentives provided to you to the lender. In such circumstances we are under a duty to inform your lender of the correct purchase price. If you refuse to provide us with the authority to inform your lender, than

we reserve the right to stop acting for you.

- 22.5 If you, or we, decide that we will no longer act for you, we will charge you for the work we have done and, where appropriate, will charge fees and disbursements incurred in transferring the matter to another adviser if you so request. Please note that we will not (to the extent permitted by the applicable rules of professional conduct) release your papers or property to you or any third party until you have paid all outstanding charges. In such an event we will not be responsible for any delay or cost incurred by you.

### **23. CUSTODY, RETENTION AND TRANSFER OF DOCUMENTS**

We will, at your request, either during the provision or after completion of any Services, release to you or to your order Your Documents and Documents Held For You, provided that we are not at the time exercising our right to retain documents pending payment of outstanding fees and expenses or are prevented by any court order, undertaking or other legal constraint from doing so. We may copy all of Your Documents and Documents Held for You before releasing them, including any electronic correspondence submitted by You.

We may at any time scan, microfilm, or otherwise make electronic copies or images of any Documents, including electronic Documents or correspondence e.g. emails (other than Documents held in safe custody), destroy the originals and thereafter hold the Documents only in such copy or image form. Unless expressly agreed otherwise in writing we will

keep all Documents whether in original, copy or imaged Form for a minimum of six (6) years, after which we may destroy them and any copies or images of them. Our Privacy Policy / Statement has more information on our retention periods.

We may agree to store title deeds, wills and other especially valuable documents in safe custody for you if you require and, if we do, we will not, without your consent, destroy any such documents.

We do not accept responsibility for the loss or damage of any item which we hold on your behalf unless we expressly agree in writing to the contrary.

After completing the work, we will be entitled to keep all your papers and document whilst there is still money owed to us for fees and expenses. We will keep our file of your papers including emails and any hardcopies thereof, for up to six (6) years, except those that you ask to be returned to you. We keep files on the understanding that we can destroy them six (6) years after the date of the 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. If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However, we may charge you both for time spent producing stored papers that are requested as well as reading correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

## **24. DATA PROTECTION**

24.1 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, a copy of which can be viewed on our website at any time.

### **24.2 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).

### **24.3 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).

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.

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 12 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.

#### 24.4 How We Share Your Information

- We may share your personal data with our own employees (some of who are based outside of the EEA namely Singapore and Dubai) and 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. We can confirm that we have an office in Mumbai, India which deals with all administrative aspects relating to your matter such as typing/preparing administrative documents.
- For further information on how we use your data please see our Privacy Policy which is available on request or can be viewed and downloaded at [www.kingfields.co.uk](http://www.kingfields.co.uk).

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.

#### 25. MONEY LAUNDERING COMPLIANCE

In accordance with the requirements of the Data Protection Act and the Money Laundering Regulations, we confirm:

- Kingfields Solicitors is the data controller;
- Zahid Alauddin is the nominated representative / data protection officer; and
- We will only process any documentation or personal data received from you in respect of client due diligence for the purposes of preventing money laundering and terrorist financing unless (a) use of that data is permitted by or under any enactment or (b) you give your express consent for the documentation or personal data to be used for other forms of processing.

We are required to comply with the Money Laundering Regulations and in particular to verify the identity and permanent address of all new Clients. This is to ensure that the policy adopted worldwide by Financial and Government Authorities to prevent the use of laundering systems to disguise the proceeds of crime is achieved.

The Money Laundering Regulations Act 2017 and the Proceeds of Crime Act 2000 (and subsequent acts amendments) and related legislation impose strict obligations on us to be satisfied as to the identity of our client and as to the source of any funds used in transactions in which we are involved even as advisers. We are also required to update our client identification records from time to time.

- 25.1 In order to comply with the Regulations relating to identity, we generally require to see the following forms of ID: -

25.1.1 **Individuals** – If you are a new client or an existing client who has not previously supplied information you are requested to supply two sources of identification at least one of which must contain an official photograph (eg passport, driving licence or ID Card's for overseas clients which are the usual forms provided).

The other must show your current address :

- a) Current full UK Photocard Driving Licence (if this has not been used as evidence of identification)
- b) A bill for the supply of electricity, gas, water or telephone services (provided it is fewer than three (3) months old). Mobile phone bills are not acceptable.
- c) Television Licence renewal notice
- d) Council Tax bill (provided it is fewer than three (3) months old).
- e) Recent Tax Coding Notice.
- f) Recent Mortgage Statement.
- g) Credit Card/Bank Statement (provided it is fewer than three (3) months old) showing current address.

We need to see the originals as photocopies are insufficient. If we do not have the opportunity of meeting with you face to face, we may require further evidence of identification to comply with the Regulations. We retain copies on file to evidence our compliance with the Regulations. All ID documents must be certified by a certified Lawyer, Accountant or a Bank Officer.

We will also require a certified copy of your Bank Statement from where the deposit funds or completion funds will be sent.

Please refer to our 'Verification of Identification' form for details on how the verification should be conducted. We would always encourage you to visit our office by appointment to have your documents certified. We will be happy to do this without charge.

25.1.2 **Partnerships and LLPs** - two sources of identification as above for, in most cases, each of the partners. We reserve the right to request further ID if we deem it to be necessary.

25.1.3 **Trusts** - two sources of identification as above for each of the trustees with identification of the ultimate beneficiaries. We reserve the right to request further ID documentation.

25.1.4 **Companies** - a certified copy of the Certificate of Incorporation of the company and any change of name certificates and certified copies of the Memorandum and Articles of Association PLUS two sources of identification (as above) for the directors in control of the company and all individuals owning 25% or more of the company, with identification and proof of address of the ultimate beneficial owners (if different)

25.1.5 **Charities** - evidence of the registration of the charity with its regulatory authority and the information described above (depending on whether the charity is a company or a trust)

The Regulations require us to obtain the requisite documentation from you before we carry out any significant amount of work for you and we are required to stop work if this is not provided to us promptly which can cause you additional inconvenience and expense. We are required to be able to link the sources of identification with the person for whom we are acting. If the documentation cannot be presented to us personally alternative arrangements must be made which satisfy the regulatory requirements to which we are subject in common with other organisations in the financial and professional services sectors.

25.2 In order to comply with the Regulations relating to source of funds where we are handling a transaction on your behalf you should note the following:

25.2.1 You are required to disclose to us at the outset the source or sources of funds which you will use to fulfil your obligations in the transaction i.e. from a sale of property, Inheritance, savings etc.

25.2.2 We are required to verify that the funds used have indeed come from the source or sources you disclosed. This involves identifying the account from which funds are remitted. We will require from you a Bank Statement showing the balance of money you are providing to finance your purchase.

We are unable to act for you, and may need to withdraw during the course of a transaction, if you fail to provide us with the information requested- Aside from the strict requirements of the current legislation we are bound

to observe the "**Know Your Client**" or "**KYC**" principle which helps us to ensure that we can serve your legal requirements effectively and minimise the risk of delay resulting from compliance issues. If you fail to comply with your obligation to provide evidence of identity or we suspect that you or any other party connected with you or with the Matter is involved in activities proscribed by POCA.

Except in special circumstances which are cleared with us at the outset, where we are acting for you in a residential or commercial property matter, the full amount payable must pass through our account at completion of the transaction.

25.3 **Confidentiality:** Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception; recent legislations of money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency where a solicitor will be required to make a money laundering disclosure. If we are acting for you, and 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 reason for making the disclosure because the law prohibits 'tipping off'. If we were to do so, we would ourselves be committing a criminal offence. In such circumstances, we may cease acting for you or be instructed to do so by the relevant authority.

We cannot use funds in our client account until we have received

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satisfactory evidence of your identity. We cannot accept any money from a third party, even if they are members of your family and friends unless you have informed us in writing who they are and provided us with certified copy of their passport and proof of their address, such as utility bill or bank statement. If the funds are sent through a company then we will have to identify the company for Anti-Money Laundering purposes. In order to avoid any delays we would advise you to contact us immediately if the funds are being sent from a third party account.

25.4 **Cash:** We do not accept payment of cost or disbursements in cash.

25.5 **Source of funds:** At the start of any matter we will need you to tell us the source of any funds you will be using. It is simplest for us if the source is an account, in your name, in a UK Bank or Building Society. If the source is an unusual one, such as an account in another Country, or in the name of someone other than yourself, please tell us as early as possible, including the reason. We will also need to see a Bank Statement which shows the Deposit funds held in your account. This is discussed further under Prevention of Mortgage Fraud.

25.6 **Destination of funds:** Where we are to pay money out to you, we will normally do so by telegraphic transfer into an account in your name only. If instead you want us to pay surplus money out into the name of someone other than yourself, please tell us as early as possible, including the reason. If we are not satisfied with the reasons why the funds are being paid to a third party, then we will only pay the funds to you.

25.7 **Funds being sent by third party:** If funds are being sent by a third party e.g., another family member then we will also have to conduct a full ID verification on them. We reserve the right to return any money to a third party if we are not satisfied with the reason you are asking us to return funds to a third party who did not originally send us the funds.

#### 25.8 **Politically Exposed Persons ('PEP')**

The Money Laundering Regulations 2007 include provisions which in practice require us to establish whether an individual for whom we are asked to act is a Politically Exposed Person ("PEP"). For the purposes of this firm's Engagement Terms, a PEP is a person who is or has been within 12 months of the date of the Engagement Letter any of the following: a person who has been entrusted with one of the following prominent public functions in the UK or by the UK government or in or by a state other than the UK or by a European Community institution or an international body: heads of state, heads of government, ministers and deputy or assistant ministers members of parliament members of supreme courts, of constitutional courts, or of other high-level judicial bodies whose decisions are not generally subject to further appeal, except in exceptional circumstances members of courts of auditors or of the boards of central banks ambassadors, *chargés d'affaires* and high-ranking officers in the armed forces members of the administrative, management or supervisory bodies of state-owned enterprises In addition to the primary PEPs listed above, a PEP also includes: family members of a PEP – spouse, partner, children and their spouses or partners, and parents

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known close associates of a PEP – persons with whom joint beneficial ownership of a legal entity or legal arrangement is held, with whom there are close business relationships, or who is a sole beneficial owner of a legal entity or arrangement set up by the primary PEP. If you are a PEP then you should inform us immediately. By signing and returning this firm's Instruction Form and Authority to Proceed Form you acknowledge that you are not a PEP. If you inform us that you are a PEP, the law requires us to consider formally whether or not, in the circumstances, we will act for you. In that event we shall notify you of our decision.

25.9 Evidence of a new client's identity will be required in accordance with the Money Laundering Regulations. We will also require evidence of identity of any third party upon whom we are relying to successfully implement your instructions.

25.10 Under the provisions of the Proceeds of Crime Act 2002 ("POCA"), we may be required to make a report to the relevant authorities if at any time we become aware of or suspect (whether from you or any other person) the existence of the proceeds of crime in relation to any Services on which we are engaged. Our obligation to make such a report will, in certain circumstances, override our duty of solicitor/client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such a report.

In the event of such a disclosure being made we do not accept any liability for consequential damages arising from compliance with the appropriate legislation.

25.11 We cannot use funds in our client account until we have received satisfactory evidence of your identity. Please refer to our Client Care Letter and the 'Verification of Identification' form of the due diligence documents that we require.

25.12 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 the 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.

## **26. COMMENTS ON OUR SERVICE/COMPLAINT HANDLING**

We aim to provide you with a high quality service. If you believe that the service could be improved or you are dissatisfied with any aspect then please raise this matter with the individual handling your case or Conveyancer in the first instance. If you feel that this is inappropriate or they fail to resolve your concerns then please raise the matter with the Senior Partner of the firm. In the event that you wish to take matters further then you should write to, Zahid Alauddin at Baker Street Chambers 136 Baker Street, London

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W1U 6FL (zalauddin@kingfields.co.uk)  
The Legal Ombudsman provides complaints and redress mechanisms for users of Legal Services. Our Complaints Handling Procedure can be found by clicking on the following link. <http://www.kingfields.co.uk/wp-content/uploads/2017/10/Complaints-Handling-Policy-1.pdf>

**27. FUTURE COMMUNICATIONS**

From time to time, we may want to keep you informed of developments within the firm or generally within the law. Please let us know if you do not wish to receive any correspondence (by letter, fax or email) of this nature, please tick the relevant box in the Instruction Form. Please note, your contact details will not be disclosed to any third party.

**28. DEEDS**

We will be pleased to retain deeds for you. These are likely to be held off site as the firm uses a document storage company. A minimum charge of £30.00 plus VAT will be charged every year for each set of deeds held by us. However, it is our practice to credit this charge when you instruct us on the sale of the property, the deeds of which have been kept by us.

**29. FORCE MAJEURE**

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

**30. EQUALITY AND DIVERSITY**

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. In accordance with the Equality Act 2010 (and any subsequent amendments) we will not discriminate in the way we provide our services on the grounds of sex (including gender reassignment), marital status, sexual orientation, disability, race, colour, religion, age, nationality or ethnic or national origins. Our Equality and Diversity policy is available upon written request.

**31. COMMUNICATION BY EMAIL**

31.1 It is now common practice for email communication to be used. This firm uses email but you will appreciate that by the nature of email confidentiality cannot be guaranteed. Notwithstanding this, unless you tell us to the contrary in writing, we assume you are happy to receive email communication from us.

31.2 We shall use reasonable endeavours to ensure that emails we send are free from viruses and any other materials that may cause harm to any computer system. You undertake to act likewise with any email you send to us. We may monitor emails to investigate unauthorised use of our email system, or for any other purpose permitted by law. As a result, we may collect personal information about the senders and/or recipients of the email or which is contained in the email.

## **32. OUTSOURCING OF WORK**

Kingfields outsources its work, such as typing and general 'back office/room' services. Kingfields has taken every effort to ensure client confidentiality is maintained with its offshore admin team in Mumbai, India. We can confirm that our admin office only carries out work for Kingfields and have a written agreement in place with us in respect of how they process your data on our behalf.

## **33. THE CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013 (APPLICABLE ONLY TO NON-COMMERCIAL CLIENTS)**

33.1 If our instructions to act arose from a meeting (or other communication) that occurred with a representative of our firm who was not then at our office, it would be an "off-premises" contract; and as such you would have a right to cancel your instructions to this firm (by letter, fax or e-mail) within 14 days of the day after the date that you contacted/instructed this firm. If you cancel the contract within that 14 day period, but in the meantime you instruct us to carry out an item of work, and we carry it out, you would be liable to pay our reasonable costs for that work. Also, if you authorise us to commence work and thereafter give notice of cancellation, by which time we have completed the matter, again you would be liable to pay our reasonable costs for that work. However, subject to this point, if you exercise your cancellation right, you would not be charged for our services.

33.2 If we have been instructed to act for you otherwise than as described above, this would be an "on-premises" contract, with no right of cancellation; although you would be entitled to terminate our retainer (as mentioned elsewhere in this document).

33.3 If you accept these Terms and Conditions of Business by returning the Instruction Form duly signed, then this would amount to your authority to proceed with this matter, with any cancellation right having been waived; and once we have started the work, you may be charged if you then cancel the instructions. As mentioned above, during the course of the matter you would be entitled to terminate our retainer.

## **34. JURISDICTION**

These Terms and Conditions of Business will be governed by and construed in accordance with Laws of England and Wales and shall be subject to the exclusive jurisdiction.

## **35. TAX**

We are not qualified to advise you on the tax implications of transactions you instruct us to carry out, or the likelihood of them arising.

### **Planning in property transactions**

We will not advise you on the planning implications of your proposed purchase, unless specifically requested to do so by you, otherwise than by reporting to you on any relevant information provided by the results of the "local search".

### **Other property disclaimers /**

#### **Environmental**

It is not our responsibility to carry out a physical inspection of the property

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nor advise on the valuation of the property nor the suitability of your mortgage nor any other financial arrangements. We shall not advise generally on environmental liabilities where we shall assume, unless you tell us to the contrary, that you are making your own arrangements for any appropriate environmental survey or investigations.

We may, however, need to obtain on behalf of your lender, at your expense, an environmental search. However, we will not advise you about any issues relating to the possible contamination of any land which may be relevant to your purchase. We have to tell you that we are not qualified to advise on the results of any search made in that respect and would only be able to report to you the actual results of such a search. This is particularly significant in respect of the potential liabilities that may arise at some future point in time as a result of land contamination or flood risk that are having increasing significance. If you have any doubts, please discuss your concerns with us.

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 and any cash back payments or discount schemes that a seller is giving to you

### **36. SEVERABILITY**

If any part of these Terms is held to be illegal, invalid or otherwise unenforceable then that provision shall, to the extent necessary, be

severed and shall be ineffective but the remaining terms will continue in force and effect.

### **37. NON-WAIVER**

Any failure by Kingfields to insist upon strict performance of any of the Terms and Conditions, or any failure or delay by Kingfields to exercise any rights or remedies whether under the Terms and Conditions and/or at law or otherwise, shall not be deemed a waiver of any right of Kingfields to insist upon the strict performance of the Terms and Conditions or of any of its rights or remedies as to any default under the Terms.

### **38. CONSUMER PROTECTION REGULATIONS (CPR)**

The Consumer Protection from Unfair Trading Regulations (as amended) regulate transactions between traders and consumers and prohibit trading practices that amount to unfair commercial practices and misleading acts and omissions. Neither You, the client, or Us, your legal representative, must mislead a buyer or tenant either by providing incorrect or ambiguous information, or by omitting to provide material information about the property You are selling.

Certain information will be revealed through searches and other enquiries of public databases, surveys and valuation reports. However, You must disclose to Us any known defects and other material adverse matters relating to the property known to You and failure to do so may mean that, in certain circumstances, the buyer or tenant would have rights of redress against You.

We encourage You to make all known disclosures as early in the transaction as possible to prevent delays.

If We become aware of any such existence of material information, and You decline to authorise disclosure to the buyer or tenant, then We would have to consider whether it was possible to continue to act for You as the CPR's impose a duty to act fairly towards You as Our client and also towards third parties, especially those that are unrepresented.

### **39. HELP TO BUY ISA SCHEME INFORMATION**

The Help to Buy ISA Scheme was launched by HM Treasury on 1st December 2015. If you have taken out a Help to Buy ISA, then you may be eligible for a bonus payment of up to 25% of the closing balance of the Help to Buy ISA subject to a minimum bonus payment of £400 and a maximum of £3000 and provided that you and the property you are purchasing meet the eligibility criteria set out in HM Treasury ISA Scheme Rules. The fee earner with conduct of your matter (who under the Help to Buy ISA Scheme is known as the Eligible Conveyancer) will be able to advise you on eligibility and, if appropriate, will undertake the necessary process to apply for any bonus payment.

If you are purchasing a property through the Help to Buy ISA Scheme, HM Treasury will be the Data Controller of any relevant personal data that is given, via the Eligible Conveyancer, to HM Treasury and to the Administrator and / or any sub-contractor of HM Treasury or of the Administrator, for the purposes of the Help to Buy: ISA Scheme.

The information will be disclosed to HM Treasury and the Administrator for the purposes of verifying the eligibility of a Help to Buy: ISA Bonus payment and payment of Bonus funds, carrying out audits of Eligible Conveyancers and any investigations or compliance work in accordance with the Scheme Rules.

By completing and signing the Instruction Form and Authority to Proceed Form, you agree to us providing all necessary Relevant Personal Data to HM Treasury and to the Administrator and / or to any sub-contractor of HM Treasury or of the Administrator and to the processing of your Relevant Personal Data by any or all of the aforementioned parties.

### **40. GREEN DEAL SCHEME**

The Green Deal Scheme is a government driven initiative to allow for a loan to be provided on a property for the improvement of its energy efficiency. The loan is repayable on a monthly basis, in conjunction with the power bills on the property. The loan will run with the property unless it is repaid on the sale or transfer of the property.

The seller(s) of the property are required, by law, to disclose the existence of any Green Deal loan on the property they are selling, or they may become liable for repaying the outstanding debt, even after they have sold the property. The Estate Agent/Seller must disclose the existence of a Green Deal loan agreement prior to a sale being agreed. If the property is being sold at auction, the existence of a Green Deal loan agreement should be disclosed before the winning bid is made.

The purchaser on a normal sale should be given an EPC showing the Green Deal improvement or an EPC and a disclosure document showing details of the work carried out under the Green Deal Scheme. This disclosure document will be provided by the energy provider on completion of the work as well as details of the repayment amount, the unexpired term of the loan and details of the loan provider.

Disclosure of the Green Deal loan must be made at least 7 days before the transaction or arrangement is entered into or if this is not practicable then the disclosure requirement must be satisfied as soon as practicable before the transaction is entered into. The seller must secure that the contract for sale includes an acknowledgment by the purchaser that they have received notice that the property is a Green Deal property and that the bill payer at the property is liable to make payments under the green deal plan and further that certain terms of that plan are binding on the bill payer.

Whilst there are no charges, restrictions, notices or cautions registered when a property is a Green Deal property, the mortgage lender must be notified of the existence of the Green Deal loan because the borrower / new property owner is taking on another loan which runs with the property.

If this applies to you we will ask you to sign and return the [Declaration and Agreement Section] of the Client Care Letter we send to you confirming your authority for us to make any such disclosure to your mortgage lender.

Please note that we offer no guarantees/warranties in relation to

the extent and nature of any works undertaken under the Green Deal Scheme. It is your responsibility to ensure that you have satisfied yourself as to the extent, nature and repayment provision of any such works undertaken in accordance with the Green Deal Scheme.

We would recommend that all Green Deal loans be repaid by the seller on completion of the property transaction, as the value of the property will undoubtedly have already taken into account the work undertaken under the Green Deal loan.

#### **41. PROTECTING BANKING DETAILS AND EMAIL SCAMS**

The use of emails and the internet provide speed and efficiency. However, as you will also be aware, these can pose increased risks e.g. viruses, spam and identity theft etc.

Over the last year it is reported that 69% of UK businesses have been affected by cybercrime. Generally, instances of fraud and email hacking are regrettably on the increase and unlikely to ease into the future as those carrying out these activities are getting more sophisticated.

If you are happy to proceed with communication by email, in addition to the conditions outlined in our Terms of Business, we need to draw your attention to the following (and this list is not exhaustive):

- We may require you to provide us with written details of your bank account by letter, telephone, or at the first meeting with your fee earner /

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adviser / case handler. Please do not send your bank details in an email.

- Please be alert to instances of email hacking. You should take suitable precautions to ensure you do not expose your email account(s) to a risk of being hacked by a third party. Please be alert to any signs that might indicate that your email account has been attacked.
- We ask you to be vigilant and if you receive an email informing you that we have changed our bank details to report it to us immediately so that we can investigate.
- Cyber-crime is increasingly common. Be on your guard against criminals trying to divert monies to their own account. Do not transfer money without speaking to the fee earner handling your matter or the partner in charge. Kingfields Solicitors will not be liable for any money sent to a wrong account.

If you are in any way uncertain, or concerned about any communication received from us, then please telephone your fee earner, or speak to one of our Partners immediately. Please do not respond to any such communication by email, or take any action until you have verified the authenticity by speaking with us.

#### **42. CRIMINAL FINANCES ACT 2017**

The firm is committed to promoting compliance with the requirements of the Criminal Finances Act 2017 within its practices as well as in those areas in which it has influence.

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



## COMPLAINTS HANDLING POLICY

### Customer service is fundamental to everything we do

We know that engaging with the legal system can be daunting, and we strive to make the process as easy for you as possible. We always hope that your experience with Kingfields Solicitors is a good one, but we understand that sometimes things don't always go the way you would like. This document outlines our policy for dealing with customer issues and handling service complaints. We are committed to making this process as fair and transparent as possible in order to provide a satisfactory resolution.

### At the start of your case

At the outset of the case you will be given the name and contact details of the person dealing with your case, along with the details of their supervisor.

### Initial Complaint Handling

1. In the first instance you should raise any dissatisfaction with the person dealing with your matter.
2. If they are unable to resolve the issue for you or you are uncomfortable raising it with them you can put your complaint in writing to the firms Client Care Partner, Zahid Alauddin, who is the senior partner at the firm, his email address is [zalauddin@kingfields.co.uk](mailto:zalauddin@kingfields.co.uk).
3. We will acknowledge your complaint within (5) working days of us receiving your complaint.
4. The Client Care Partner will conduct a full investigation and an independent review of the matter.
5. A response will be provided within 28 days. However, if the complaint is of a more complex nature we may require more time but we will let you know how much more time we will require and when you will receive a full response.
5. We will reply to you, in writing to tell you of our views on the complaint and how we propose to resolve it, hopefully to your satisfaction. A final letter will be provided to you at this stage confirming the outcome.

### Referral to the Legal Ombudsman ("LeO")

If we are unable to resolve the complaint with you then you can have the complaint independently looked at by the Legal Ombudsman. The Legal Ombudsman investigates problems about poor service from lawyers.

Tel: 0345 459 0007 | Fax: 0207 681 3293  
Email: [mail@kingfields.co.uk](mailto:mail@kingfields.co.uk)

Baker Street Chambers, 136 Baker Street, London, W1U 6FL  
DX 44618 Mayfair

A list of partners is available at the Head Office for inspection

Authorised and regulated by the Solicitors Regulation Authority of England and Wales (Registered. No. 518622 and 562405)



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

- Within six months of receiving a final response to your complaint and
- No more than six years from the date of act/omission; or
- No more than three years from when you should reasonably have known there was cause for complaint.

If you would like more information about the Legal Ombudsman please contact them.

Contact details:

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

Call 0300 555 0333 between 9am to 5pm.

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

Legal Ombudsman PO Box 6806, Wolverhampton, WV1 9WJ

### **Who can Complain**

A **complainant** to the Legal Ombudsman must be one of the following:

- (a) An individual;
- (b) A micro-enterprise as defined in European Recommendation 2003/361/EC of 6 May 2003 (broadly, an enterprise with fewer than 10 staff and a turnover or balance sheet value not exceeding €2 million);
- (c) A charity with an annual income less than £1 million;
- (d) A club, association or society with an annual income less than £1 million;
- (e) A trustee of a trust with a net asset value less than £1 million; or a personal representative or the residuary beneficiaries of an estate where a person with a complaint died before referring it to the Legal Ombudsman.

If you do not fall into any of these categories, you should be aware that you can only obtain redress by using our Complaints Handling Procedure or by mediation or arbitration, or by taking action through the Courts.

### **Prospective Clients:**

A complaint can also be made by a prospective client if we have:

Tel: 0345 459 0007 | Fax: 0207 681 3293  
Email: [mail@kingfields.co.uk](mailto:mail@kingfields.co.uk)

Baker Street Chambers, 136 Baker Street, London, W1U 6FL  
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- Unreasonably refused a service to a complainant;
- Persistently or unreasonably offered a service that the complainant does not want.

### **Alternative Dispute Resolution**

Alternative complaints bodies (such as Ombudsman Services - [www.ombudsman-services.org](http://www.ombudsman-services.org)) exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme.

Please note that we do not agree to use Ombudsman Services.

### **Continual improvement**

We seek at all times to give our clients the best possible service. Your service issue or complaint will be recorded on our central register and will be used to improve our service to our clients by identifying the cause of any problems and correcting unsatisfactory procedures. Please be assured that we very much value both your business and your feedback."

Tel: 0345 459 0007 | Fax: 0207 681 3293  
Email: [mail@kingfields.co.uk](mailto:mail@kingfields.co.uk)

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## **DEMANDS AND NEEDS STATEMENT**

### **Our understanding of your demands & needs**

As part of the conveyancing process being undertaken by us on your behalf, we have identified a need for a Chancel Repair Liability Indemnity insurance policy to protect you, and/or the lender, against a defect in the property's title.

To enable the transaction to proceed and to ensure adequate protection from claims is in place for the future, you, and/or the lender, therefore require appropriate cover with an authorised insurer. It is important that you disclose all information which may be relevant to your policy so that full and valid cover can be arranged.

### **Our recommendation**

Given the nature of the risk and relative timescales involved, we have carried out a limited search of the market, and although we are not contractually obliged to purchase insurance products on your behalf from them, we recommend this policy from Countrywide Legal Indemnities Ltd, which is authorised and regulated by the Financial Conduct Authority (FCA).

Our past experience suggests that cover provided by Countrywide Legal Indemnities Ltd is both suitable and available at a reasonable cost. The policy is underwritten on behalf of Liberty Syndicates at Lloyd's, one of the world's largest commercial insurers which has a Financial Stability Rating with Standard and Poor's of A+ (strong). Lloyd's is the world's leading market for specialist insurance and covers some of the world's largest, most individual and complicated risks.

You can, if you wish, request details of the insurance undertakings with which we conduct business.

### **Our status**

We are not authorised by the FCA. However, we are included on the register maintained by the FCA so that we can carry out insurance mediation activity, which is broadly the advising, 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 relevant representative professional body. The register can be accessed via the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register)