
Terms of Engagement

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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 firm's Client Care Partner, Zahid Alauddin, who is the senior partner at the firm, his email address is 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.

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

Call 0300 555 0333 between 9am to 5pm.

Email 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:

- 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) 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."

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