Carter Bells LLP

Terms of Business

This document contains the terms of business on which we provide legal services to you. Please read and retain for future reference.

If you require this document in larger print, or another format, we will be happy to oblige.

September 2026

Carter Bells LLP
Terms of Business

Please read this document carefully. It sets out the general terms on which we provide services to you.

1. THE CONTRACT BETWEEN US

These terms of business, together with our engagement letter (including any attachments to it) and any written amendments that we agree with you, shall form the contract between us. These terms of business will apply to all future instructions you give us, on this, or any other matter unless otherwise agreed.

Where we say, you or your, in this document, we refer to the person or entity identified as our client in the engagement letter, and anyone authorised to give instructions on that client's behalf.

Where we say we, us or our, we mean **Carter Bells Limited Liability Partnership**, registered in England and Wales under Partnership No. 0C316899, registered office 12 High Street, Kingston Upon Thames, Surrey KT1 1HD.

We are registered for VAT and our VAT No is 720 6717 49.

2. COOLING OFF RIGHTS

Under ***the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013***, if you have engaged us in a personal capacity and we are not acting on behalf of your trade, business, craft or profession, then you may be entitled to a 14-day cooling off period, during which you may cancel the contract, if any of the following circumstances apply: -

a. We met with you somewhere other than at our offices, and at that meeting we agreed to act in this matter;
b. We met with you somewhere other than at our offices and at that meeting you asked us whether we could act in this matter. At some point after that meeting, we agreed to act;
c. We personally and individually addressed you somewhere other than at our offices and immediately afterwards effected the contract either in our offices or by telephone or email;
d. We agreed to act for you in this matter during an excursion that we organised.

Please note, that if you ask us to commence work before the end of the 14-day period, you will be liable to pay us for any work done prior to any subsequent cancellation. If you have authorised us to commence work earlier, your right to cancel is lost, if all the work is completed before you cancel. Should you wish to cancel the contract, please do so in writing. You should write to the Accounts Department at Carter Bells LLP, Kings' Stone House, 12 High Street, Kingston Upon Thames, Surrey KT1 1HD (email address: accounts@carterbells.co.uk). A notice of cancellation is deemed to be served as soon as it is posted or sent to us, or in the case of an electronic communication from the day it is sent to us. A template notice of cancellation can be found at the end of this document.

3. SCOPE OF OUR SERVICES

Our aim is to provide you with quality legal advice and a professional service at a fair cost.

At the outset of a matter, we will provide you with an engagement letter detailing the scope of the services that we will provide.

The scope of services does not include, unless specifically agreed in writing with you: -

a. Advice on the laws of any jurisdiction outside England and Wales;
b. Tax advice or advice on the tax implications of any instruction;
c. Financial planning advice;
d. Accounting matters;
e. Advice on changes to law or practice, after the completion of the relevant matter we are instructed on by you;
f. Advice on the state or condition of any property including but not limited to its services.

We do not assume any responsibility for the work of third parties engaged on your behalf.

4. INVESTMENT AND FINANCIAL ADVICE

We **cannot** provide investment advice but may, where appropriate, refer you to someone who is authorised by the Financial Conduct Authority (**FCA**). We are not authorised by the FCA. However, we are included on the register maintained by the FCA so that we may carry on insurance mediation activity, which includes advising on, selling and administration of insurance contracts such as defective title indemnity insurance in conveyancing matters. The register can be accessed via the FCA website at www.fca.gov.uk/register. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority (**SRA**). Please note, that being on the Financial Services Register is not the same as being FCA authorised.

5. INSTRUCTIONS AND AUTHORITY

If you are a company, partnership, or other organisation, we may accept instructions from anyone within your organisation, unless you have written to us stipulating which individuals, we are to take instructions from.

Where our contract is with more than one person, unless otherwise agreed in writing, we may: -

a. Accept instructions from any one of those persons on behalf of everyone; and
b. Correspond with any one of those persons on behalf of everyone.

Further, when our contract is with more than one person, they will each be jointly and severally liable for payment of our invoices.

6. EVIDENCE OF IDENTITY AND OUR RIGHT TO CANCEL

The law requires solicitors to obtain satisfactory evidence of the identity of their clients and where relevant, other beneficiaries to a transaction, and in some cases, the source of funds and source of wealth.

We may refuse to proceed with a matter if we are not reasonably satisfied about the source and legitimacy of funds. This is because solicitors who deal with money and property on behalf of their clients, can be used by criminals wanting to launder money. To comply with the law, we **must** obtain evidence of your identity as soon as possible before any significant work is undertaken.

Before undertaking any work on your behalf, we **must** satisfy ourselves as to your identity and permanent address. You will be asked to provide appropriate documentary evidence to meet these requirements and in relation to transactional work, such as conveyancing, evidence of how the transaction is to be funded. In the case of any transaction where you will be providing a significant cash payment i.e., one of greater than £8,000, you will be required to provide evidence of the source of those funds so that we can be satisfied regarding their provenance. Until such time you have provided evidence to our satisfaction, we will be unable to proceed with the transaction. If you cannot satisfy these requirements promptly, we have the right to cancel the contract immediately on giving written notice to you.

We have a duty under the Anti-Money Laundering Regulations to keep identification verification records for 5 years, after which time they are to be destroyed, unless you reinstruct us during this period.

Carter Bells will also use external database providers to verify your identity and address, and you agree to meet the costs of these charges.

7. RESPONSIBILITY FOR YOUR MATTER, DELEGATION OF WORK/USE OF THIRD PARTIES

In the engagement letter you will be told the name and status of the fee earner who has conduct of your matter. They will have primary responsibility for your work but may delegate appropriate elements to more junior fee earners acting under proper supervision. The individual with final responsibility for your work is the head of department in which your work is being carried out.

If you instruct us in relation to issues that fall outside the range of work that is normally done by the individuals named in the engagement letter, we will refer you to other fee earners within the firm, who can assist you, subject to your agreement. If work is outsourced to third parties, for example, a barrister or expert, your instructions will be sought first, and a cost estimate will be obtained and agreed with you before any work is undertaken by the third party.

8. FEE ESTIMATES AND QUOTATIONS

Estimates and quotations are generally given upon your initial description of the matter in question and after consideration of any documentation you may have provided. However, such information may not be sufficient to give an accurate estimate or quotation, particularly if documentation needs to be prepared or negotiated, or if complicated legal issues are involved. Where a quotation is given, **it must be in writing** to be of any effect. Such effect will in any event be limited, as sometimes a matter is more complicated than we could reasonably have expected from your description or from a preliminary review of that documentation, or unforeseen issues arise as a matter progresses which will have a bearing on the amount of time we need to spend. We shall advise you of any material change in circumstances, as these matters will fall outside the scope of any quotation which we have given. We shall try to agree with you any additional fee for such matters, but if no agreement is made, we shall have the right to cancel this contract on giving reasonable written notice to you.

If it is not possible to calculate our charges with reference to a quotation we have given, they will be determined with reference to our hourly rates.

Unless we specifically advise to the contrary, all estimates and quotations are exclusive of VAT and other payments and costs.

9. CHARGES, COSTS, FEES, AND EXPENSES

Our fees are set out in our engagement letter or the quotation sent to you, based on our understanding of the scope of the work we are to carry out on your behalf. Our engagement letter will record: -

a. How we are going to charge you for that work;
b. When and how we are going to bill you;
c. The approximate overall cost to you for that work;
d. Our hourly or daily fee rates for any additional work that may be instructed relating to the matter.

Unless our engagement letter specifies an alternative basis of charging for our services, our charges are calculated by reference to the time spent by our legal staff in carrying out your instructions. This includes all advice, meetings, research, drafting, reading and preparation time, telephone attendances, recording of discussions and meetings, travelling and waiting time (for example, at Court) and any other time spent in dealing with your matter.

So that we know the amount of time being spent on your matter, time is recorded by us in 6-minute units, subject to a minimum of 6 minutes for any activity. The current charging rates for this time are set out at the end of this leaflet. Charging rates are reviewed every 6 months. We will inform you in writing of any changes and the date of implementation.

Our normal office hours are 9:00 to 17:30 Monday to Fridays (public and bank holidays excluded). Where your instructions require work is carried out outside normal business hours, we reserve the right to increase the level of the hourly rate to reflect this.

Any estimate of future costs we provide, will be based on our experience in similar cases. Unless expressly agreed in writing by us as a fixed charge for defined work, the estimate is only an indication of what we anticipate your future costs may be and is not an agreed fixed charge. Our final charges will be calculated as described above.

Our fees are calculated by reference to various criteria. For example, the amount of time taken in providing the services in question, the value of any property involved, any skills and specialist knowledge that may have been required, any complicating or risk factors, and the degree of urgency.

Unless we agree to the contrary, any time spent by us in travelling or waiting to attend any meetings, shall be calculated with reference to the hourly rates of the fee earner in question.

Our fees are normally subject to value added tax (**VAT**). Where exemption is sought, you will provide us with all relevant information in this respect. If your information proves to be incorrect, you shall reimburse us on demand for any interest, penalties, or costs we incur as a result.

Our fees are payable irrespective of whether a matter proceeds to completion. You consent (if required) to payment of our fees out of any sums that we receive or hold on your behalf, such as the proceeds of a sale of property.

We do not hold a Legal Aid franchise and so do not, for those who may be eligible, offer advice under ***the Legal Aid Scheme***. If you believe you may be eligible, you should establish this before instructing us to undertake any work on your behalf.

Similarly, if you have ***legal expense insurance***, it is for you to establish whether you are covered for the work you have instructed us to do. This must be confirmed in writing by your insurer and that you and the insurer agree to us acting before we undertake any work on your behalf. Where the costs and disbursements recoverable under your policy of insurance are less than our charges, you agree to pay any shortfall. Please ensure that you advise us before we undertake any work on your behalf, if you have legal expense insurance and provide us with a full copy of the policy.

We reserve the right to charge an additional fee for telephone calls and documents sent outside the UK (other than by email), telephone calls to mobile phones, specialised postal services, couriers, substantial photocopying and travelling costs, including vehicle mileage allowance for business use. Details of these charges will be provided on request.

10. PAYMENTS ON YOUR BEHALF

Our fees do not include any expenses or payments to third parties which we may incur on your behalf. We will try to detail these, where possible, in our engagement letter. These expenses and payments, known as '***disbursements***' are payable by you. Examples of disbursements include: -

a. Travel and accommodation expenses reasonably incurred by us in relation to your matter;
b. External photocopying expenses;
c. Experts and barrister's fees;
d. Stamp Duty Land Tax;
e. Land Registry fees;
f. Court fees;
g. Search fees.

We will normally ask you to provide us with money on account to cover these disbursements and we reserve the right not to incur a disbursement until we receive from you, cleared funds to cover the costs to be incurred.

11. MONIES ON ACCOUNT

We reserve the right to require you to pay one or more sums on account of our fees and/or any likely disbursements or costs at any time before and/or during the course of the work. Any sums we ask you to pay on account may include an element to reflect any VAT that may be chargeable. These sums will be held in your name in our Client Account.

From these sums, we shall be entitled to settle our invoices, fees, disbursements, or costs after we have advised you of these charges. If it transpires our invoiced amounts at the end of a matter are less than the sums that we are holding on account, we shall refund the balance to you.

12. YOUR MONEY – INTEREST POLICY

We have the following policy on payment of interest on client monies that we hold on your behalf (this does not apply to money held by us as stakeholder). Under this policy interest will be paid on money held by us on your account, where the *amount* of *interest due exceeds £50*, on the following balances only: -

Amount	Number of weeks
£1,000 +	8
£2,000 +	4
£10,000 +	2
£20,000 +	1

The rate of interest paid will be at the rate paid from time to time by ***NatWest Bank*** on a "***Business Reserve account"***. This is a variable rate of interest. Please look at NatWest Bank website; ***www.natwest.com*** open tab for "business" and search on interest rates or call our Accounts Department on 0208 939 4000 Monday to Friday 09:00-16:00 or visit any branch of NatWest. If NatWest ceases to provide this account, then we will substitute another account rate on an instant access account provided by NatWest that has comparable account features to the "Business Reserve" account.

We are not able to deposit monies at the higher rates of interest that may be available to personal savers. Clients are unlikely to receive as much interest on monies held by this firm as they might be able to obtain by investing the money personally.

Interest is paid on cleared balances only, not on monies still in the process of being cleared.

Interest is paid annually on 31st March or the date that the money held is paid out.

We do not pay interest on money held on account of our charges or third-party expenses or disbursements.

It is your responsibility to declare any interest paid to you by us to HMRC.

13. CLIENT MONEY PROTECTION AND FRAUD PROTECTION

We will hold any funds which you remit to us to be held on your behalf in our designated Client Account(s). We will only hold your money at a bank or building society which has permission from the FCA to accept deposits and which holds monies at a branch or head office in England or Wales (as defined by ***Section 87 of the Solicitors Act 1974***).

Whilst we monitor circumstances relating to our banks and take such action, we feel is necessary to protect your finances, we may not be liable to repay money lost through a banking failure. If you are acting in the capacity of a private individual or small business, you may be eligible to obtain compensation from the Financial Services Compensation Scheme **(FSCS)** up ***to a maximum of £120,000*** in the event of the bank failing. The compensation limit applies to one individual per failed entity, and so if you hold personal monies with the same bank (or a member of a group to which it belongs), the limit remains at only £120,000. If at any time you wish your funds to be held in a separate account, or in a particular bank or in any other way, you should advise us as soon as possible and confirm your instructions in writing. We undertake no responsibility to advise you where or how your funds should be held.

We will never email you to change our bank account details. If you receive any email(s) purporting to be from us and relating to financial transfers, you must assume these are fraudulent communications; do not act on them and report them as soon as possible to us and to the Police. If you ignore this warning and send monies to a different account from the one notified to you when you first instruct us, we will not be liable for any losses. It is also of course important for you to ensure that your own email electronic devices are secure, password protected, up to date and have adequate anti-virus software. We will not under any circumstances be responsible for any loss you incur because of your own electronic devices being insecure and as a result having been compromised.

We will normally ask you at the outset of your matter, or first meeting, for the account details of where funds should be transferred to you at the appropriate time if relevant to your matter. It is our policy to do this in person (as far as possible) or by telephone and to obtain evidence in support (such as bank statements, which will be required in any case to comply with the Anti-Money Laundering Regulations).

It is our policy never to accept instructions from a client to alter their bank account details by email. This must be communicated in person, telephone or by letter sent by post. If you wish to change your banking details, we will also require documentary evidence of the new account. We accept no liability for any delay resulting from this due diligence and expect full cooperation and timely responses from clients in validating or refuting any such instructions.

14. STAMP DUTY LAND TAX (SDLT) RETURNS AND PAYMENT

Where we agree as part of our service to complete on your behalf a SDLT return, you will be required to sign the return before this can be filed with HMRC online or in paper format. Although we may complete the information on the return, you are responsible for the accuracy of this information. If you provide false information, you may face financial penalties and prosecution. SDLT is normally assessed on the consideration passing, be this in money or anything else of economic value, however that payment or transfer is made.

Where we complete any return for filing online, you, as taxpayer authorise us to compete the return before filing and to enter on the return the effective date of the transaction.

Where any amount of SDLT is payable, provided we hold cleared funds for the payment, we will make the payment to HMRC on your behalf, usually by faster electronic payment or any other method at our discretion. Payment is normally required to be made within 15 days of the effective date of the transaction. You agree that we have your authority to file the return either electronically or in paper format with HMRC and to make the payment of SDLT. You agree that the timing of the making of the payment will be within our discretion. Where the money is held by us on your behalf to pay SDLT, we will not pay any interest to you on that money, pending payment to HMRC.

15. TRANSACTIONAL WORK

We may assist you with the completion of any property information forms, property enquiries or other forms of questionnaire or additional enquiries. However, the responsibility for the accuracy of the information provided rests entirely with you. You must notify us immediately in writing if at any time you become aware that any information that has been given on your behalf, was inaccurate or if new information has come to your knowledge that may change or affect the position. We do not assume any responsibility to research into the accuracy or veracity of the information you have provided.

16. BILLING AND PAYMENT

We shall invoice you at intervals as determined in our engagement letter with you. Relevant issues in determining the frequency of our invoices will include the nature of the matters on which we have been asked to act, the amount of our unbilled fees, the amount of time that has been spent on your matters and your financial circumstances.

Our invoices are usually raised monthly; unless the work is transactional, such as conveyancing or estate administration, when under our engagement letter we agreed to charge at a different point or points in time.

Subject to any special terms in the engagement letter, billing frequency is at our discretion and will depend on the criteria described above.

Our invoices are payable in full upon receipt. We reserve the right to charge interest on accounts unpaid after 14 days at whatever is the higher of 8% per year or 4% over Barclays Bank Plc base rate from time to time in force calculated daily, from the date of the invoice and added to the outstanding balance at quarterly intervals. Interest will accrue at this rate even after we obtain Judgment against you until that Judgment has been satisfied in full.

Where an invoice has not been paid in full, we reserve the right to suspend working on any matter on which you have asked us to act, or to cancel all or any of our contracts with you on giving you immediate written notice. In conveyancing and other transactional work, we reserve the right to decline to complete a conveyance or other transaction unless our charges are paid in full at completion.

Where we have not been paid, we have the right to apply to Court/Tribunal to be taken off the record as your lawyers in relation to any legal matter in which we are representing you, on giving you if necessary written notice.

Where the engagement letter is addressed to more than one person, or where we have agreed with the addressee of the engagement letter to act for another person as well, each of you shall be ***jointly and severally liable*** for our fees and disbursements and other costs, so that each of you is jointly responsible for ensuring our bill is paid, and we can pursue all or any of you for the whole amount that is due to us. This shall be the case regardless of any agreement you may have reached with anyone else regarding payment of our fees, disbursements, and other costs.

All accounts delivered are ***statute bills as defined by the Solicitors Act 1974***. In other words, a final bill for the work referred to and the period to which it relates.

Where we send an invoice charged in accordance with these terms of business and we hold funds to your account, you authorise us upon presenting that invoice to debit the invoice against those funds, failing which payment of our invoice is due upon receipt.

Any disbursements we incur on your behalf, for example court, expert, search, and barrister fees are to be paid on request.

Our fees are payable irrespective of whether a matter is successfully concluded. If any matter does not proceed to completion for whatever reason, during the period in which we are instructed, we will be entitled to charge for any work carried out as set out in our engagement letter and these terms of business. Any disbursements we incur on your behalf, for example, court, expert, search and barrister's fees are payable on request.

17. LIEN OVER CLIENT PAPERS WHERE FEES AND EXPENSES ARE UNPAID

Following the conclusion of your matter, we are entitled to a lien against your file and any of your papers if any payment is outstanding. This means we can retain your documents and papers until you pay our fees and expenses in full.

18. PAYMENT

We do not accept payment in cash from clients.

If you transfer funds directly into our bank account before we have requested payment and completed our anti-money laundering checks, we may elect to charge you for any additional checks we deem necessary to prove the provenance of the source of funds. When we pay money to you, it will be paid by a bank transfer or cheque. It will not be paid in cash or to any third party on your behalf as we are precluded under our professional rules of conduct from performing banking activities.

Our preferred method of payment of our charges is by bank transfer. We may by prior agreement also accept payment of our costs, where necessary, by debit or credit card **unless the bill contains disbursements, for example, court or barrister's fees. Further, we do not accept payment by debit or credit card to pay or cover any payment due to a third party for example, an expert or to discharge Land Registry fees or Stamp Duty.**

19. TERMINATION OF RETAINER

Our instructions may be terminated in writing ***by you*** to us at any stage, but we will be entitled to keep all your papers and documents whilst there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing work and/or incurring expenses on your behalf, you must tell us this clearly in writing.

We *may* terminate your retainer on reasonable notice where: -

a. You fail to provide us with instructions on request;
b. You fail to pay disbursements promptly or at all;
c. You fail to pay an invoice sent to you within 14 days;
d. You are unwilling to follow or act upon the advice we give you;
e. You ask us to take an action or to do or refrain from doing something that conflicts with our duties under the Solicitors Code of Conduct and our obligations as Officers of the Court;
f. You insist on us presenting your matter or case on grounds that we do not consider to be sustainable, arguable, or ethical;
g. A conflict of interest has arisen
h. Our enquiries reveal you are on a Sanctions List or that you are a national of or permanently reside in a country on the UK Sanctions List or have strong links with that country.

20. SERVICE COMPLAINTS

We are committed to providing high quality legal advice and client care. If you are unhappy about any aspect of the service you have received, or about your bill, we request that you initially discuss this with the fee earner who has conduct of your matter or with their head of department. Details of the person to contact are included in the engagement letter.

If you remain dissatisfied, please write giving full particulars of your complaint to our managing partner Elaine Guy by email at elaine.guy@carterbells.co.uk or by post to our usual address.

We have a written complaints handling procedure, a copy of which will be provided on request or which can be downloaded from our website: www.carterbells.co.uk.

Your complaint will be acknowledged and we will investigate the matter fairly and effectively and will try to resolve the issues that have arisen to your satisfaction.

If we are unable to resolve your complaint, then you can have the complaint independently reviewed at by ***the Legal Ombudsman***.

The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned, or within one year of the date when you should have realised there was a cause for complaint. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you. These time limits may be extended in certain circumstances.

If you would like more information about the service, including the time limits for taking a case to them, please contact the Legal Ombudsman directly. You can find out more about their service by visiting www.legalombudsman.org.uk or contacting them on 0300 555 0333, or by post at Legal Ombudsman, PO Box 6167 Slough, SL1 0EH. Their opening hours are 8:30 to 17:30. Email enquiries should be sent to enquiries@legalombudsman.org.uk.

As part of our complaints handling procedures, we are also obliged to inform you that you are entitled to complain about your bill; there may be a right to object to the bill by making a complaint to the Legal Ombudsman and/or by applying to the court for an assessment of the bill under ***Part III of the Solicitors' Act 1974***. However, if all or part of the bill remains unpaid, we may be entitled to charge interest as outlined above. If you have already applied to the Court for assessment of your bill, please be aware that the Legal Ombudsman cannot then consider it. Please note that generally only individuals and small businesses fall within the Legal Ombudsman's Scheme Rules.

The **SRA** can help you if you are concerned about our conduct. For example, if you think there is evidence of dishonesty or if you consider you have been treated unfairly because of your age, a disability or other characteristic. Their contact details are Solicitors Regulations Authority, The Cube, 199 Wharfside Street, Birmingham B1 1RN. Telephone Number 0370 606 2555. Website: www.sra.org.uk. Email: contactcentre@sra.org.uk.

If we instruct a barrister on your behalf, you may also have the right to complain about the barrister to the barrister's chambers and ultimately to the Legal Ombudsman.

21. DATA PROTECTION COMPLAINTS

Under the Data (Use and Access) Act 2025 if you consider that we have infringed data protection legislation, because of the way we have handled your personal information, or the personal information of someone you are acting on the behalf of, you have the right to make a data protection complaint to us.

Please click on the link below for a copy of our Data Protection Complaints Policy, or alternatively contact the firm's Data Protection Complaints Manager, Elaine Guy by email at elaine.guy@carterbells.co.uk or by telephone on 020 8939 4009. We will aim to resolve your complaint within 30 days of receipt, but you have the right at any time to make a complaint to the Information Commission. They can be contacted by telephone on 0303 123 1113. Their web link is: https://ico.org.uk/make-a-complaint/data-protection-complaints/

Data Protection Complaints Policy

22. PROFESSIONAL INDEMNITY INSURANCE AND LIMITATION OF LIABILITY

As Solicitors we are permitted to put a reasonable limit on our liability to our clients provided that: -

a. The limit of our liability is not below the minimum level of our compulsory professional indemnity insurance cover; and
b. We can only limit our liability to the extent that the law allows. We cannot limit our liability for death or personal injury resulting from our negligence.

Our liability to you shall therefore be limited as follows: -

i) Irrespective of the legal grounds on which any claim against us is made, unless we expressly state a higher amount in the engagement letter accompanying these terms of business, our liability to you ***shall be limited to £3 million*** for all claims and losses resulting from one act error or omission, or series of related acts, errors, or omissions in one or more transactions.
ii) We will not be liable for any consequential, special, indirect, or exemplary damages, costs, or losses attributable to loss profits or opportunities.
iii) For the purposes of this clause, a claim against any one or more of our members, solicitors, paralegals, and any other members of our staff (whether employees or not) shall be regarded as a single claim against us and our liability to you shall be limited accordingly.

We do not assume any liability to anyone else who may use or be allowed access to or rely upon the advice given by us to you, and any documents prepared by us, and who is not a named client in our engagement letter to whom we have agreed to provide the relevant service.

Unless caused by our negligence, we assume no liability for acts or omissions of third parties such as experts, consultants, foreign lawyers, other advisers, the authors of or providers of reports and searches used to provide any advice or service to you. We do not accept any obligation to verify the accuracy or content of, or the assumptions made by the author in any such reports and searches.

We do not accept any liability to you for the secure or prompt delivery of any document, letter or other items sent by post or courier service where these have been correctly addressed, despatched and the appropriate postal fee paid. If you require any item to be sent by special means, such as signed for delivery, you must tell us in advance and any cost we incur will be added to your invoice.

Frequently, we are requested to transfer money by faster payment or clearing house automated payment (CHAPS) or international transfer or other automated means of payment. As this involves the use of a bank to transfer the money, we do not accept any liability to you for the secure or prompt delivery of such funds once correct instructions to make the payment have been delivered to or transmitted to our bank. As the money transfer process is outside our reasonable control, we do not guarantee when the payment will arrive or be credited to the recipient.

Whilst we may provide you with legal advice to reach a decision, we do not offer advice on the commercial viability or prudence of entering into any transaction, contract, arrangement or other obligation.

Where the provision of legal services relates to property matters, we may draw to your attention matters in relation to town and country planning and/or building regulations. However, unless specifically agreed in writing under the scope of work in our retainer letter, we do not offer any advice on such matters and if planning and building regulation issues arise, you **must** obtain specialist advice.

Where the provision of legal services includes environmental reports, audits, or assessments, we do not offer any advice on the subject matter of such reports, and you **must** seek advice on those matters from an expert.

Following the conclusion of your matter, we do not assume any ongoing obligation to reconsider or provide fresh advice where there is a material change in the law, practice, or procedure, or to send out any reminder to you of any approaching time critical date(s).

All our services are provided by Carter Bells Limited Liability Partnership, and you agree not to make or bring any claim (other than for fraud) relating to the provision or performance of those services against any individual member(s) and/or employees of Carter Bells LLP.

We will not be liable to you for any losses arising if we are unable to carry out the services described in the engagement letter due to events or circumstances beyond our reasonable control.

We do not assume any obligational responsibility to you to carry out any credit or other financial status check on any third party, individual, company, or entity in respect of any transaction or matter in which you instruct this firm, to establish his, her or its solvency, creditworthiness, or ability to pay or perform any of his, her or its commitments.

23. JOINT LIABILITY CLAIMS AGAINST CARTER BELLS LLP

If you have a claim against us for any loss or damage for which someone else (including you) could be liable, our liability to you in those circumstances shall be limited to a just and equitable proportion of the loss or damage in question after liability for it has been apportioned between everyone responsible and for the purposes of this clause: -

a. 'Loss or damage' shall include any recoverable amounts, including legal costs; and
b. The ability or otherwise of any person or entity to satisfy any legal claim for any reason including (but not limited to) death, bankruptcy, or insolvency, shall be disregarded; and
c. It shall be assumed that there are no agreements in force that exclude, limit, or cap the liability of anyone else who might be liable to you.

24. CONFLICTS OF INTEREST

We are not permitted by our Regulator, the SRA, to act where there is a conflict or a significant risk of conflict between you and us, or between you and another client of this firm.

Accordingly, we have the right to cancel this contract on giving immediate written notice if: -

a. our own interests, conflict with yours; or
b. a conflict of interest arises between you and any of our other clients in relation to the same or related matters, or if there is a significant risk that this might happen; or
c. any instructions you give us conflict with our professional duties or obligations as solicitors.

In some situations, our professional rules of conduct may require that we cease to act.

25. CRITICAL DATES

Once your matter, transaction or case is completed, we cannot accept an ongoing responsibility for reminding you of critical dates relating to matters such as rent reviews, lease renewals, exercise of options or the service of notices within time limits unless we have current and specific written instructions from you to advise on them prior to the critical date.

26. EMAILS AND IT MATTERS

Unless otherwise agreed, we may use conventional (unencrypted) emails to communicate with you and anyone else that is involved in any matter on which you instruct us. You acknowledge that conventional email may present security risks in certain circumstances, and you shall be taken to have accepted those risks unless you tell us not to use that means of communication. If you would like us to use encrypted email for communication purposes, you must notify us in writing. We will endeavour to do so, but this shall also be subject to us making the necessary arrangements with you and any other recipients.

Please note that to protect the integrity and security of our IT systems, we may prohibit the receipt and opening of certain types of electronic files by our staff and you should note our internal IT procedures may also impose a delay on our ability to open and deal with certain types of electronic files.

Please note that we may record and monitor telephone, fax and email communications that are made to or from our offices and staff for the purposes of the **Telecommunications (Lawful Business Practice) (Interceptions of Communications) Regulations 2000**.

Whilst we take reasonable steps to ensure the security of your personal data under the control of this firm, we do not accept responsibility for accidental loss or disclosure of that personal information, data, and case information that arises beyond our reasonable control; in particular, theft or unauthorised access.

27. CYBER CRIME AND FRAUD PREVENTION

Fraudsters are increasingly targeting solicitors' clients' accounts to try to commit cybercrime and fraud. It is extremely rare for us to change our bank details and if you are contacted by a person purporting to be from our offices, or you receive any communication by post or email informing you of a change in bank details, please treat this information with caution and contact the person dealing with your matter before you make any payments or transfer any money. We always recommend that you call us before sending any funds to verify our account details. We will not accept responsibility if you transfer any money into an incorrect account.

If you suspect fraud or suspicious activity, please telephone our office immediately and speak to the person who has conduct of your matter, or if they are not available, the Accounts Department. Remember fraudsters can intercept emails and telephone calls.

28. PAPERS AND DEEDS

At the conclusion of a matter, all material documentation will be scanned into the electronic history of your file and for your security, except where it is necessary to keep an original document such as a Will or Deed, the paper version of the file will be

destroyed. Accordingly, if you wish to retain the paper version of your file, you must inform us in writing of this no later than 14 days after conclusion of the matter, when arrangements can then be made for you to collect the file. If no instruction is received within this time frame, your consent to the destruction of the paper file will be implied.

We provide, at our discretion, a storage service to clients in respect of Wills, Deeds, LPAs, and certain other documentation.

We may, at our discretion, end this service. If we do, we will notify you by email at the last known address we have for you that you will need to make alternative arrangements for the safe storage of these documents. If we do not hear from you within 42 days, we reserve the right to return the documents held by pre-paid ordinary letter post, at your risk, to the last known address we have recorded for you. Therefore, if we are storing your documents on your behalf, you ***must*** inform us of your new address when **you move.**

Whilst we retain your documents in storage, we reserve the right to make a reasonable administration charge to retrieve these documents, or to provide you or anyone you request with information regarding them and/or to send these documents to you or a third party. We reserve the right to insist on payment on account before carrying out the request.

In relation to the electronic data, we store on your behalf, we reserve the right to retain that data for as long as we deem necessary to meet our obligations to you and comply with the statutory and regulatory obligations imposed on us. It is our policy to retain records only for so long as we consider necessary, having regard to the nature of the work, statutory limitation periods and our regulatory obligations.

29. COPYRIGHT

We retain all copyright and other intellectual property rights in the material we prepare for you and/or provide to you unless we have specifically agreed otherwise in writing. You may copy any document we produce for you, but you must not modify, re-use or adapt our documents without our written agreement. We reserve all our legal rights to be identified as the creator and copyright owner of any document we produce.

30. EQUALITY AND DIVERSITY

We are committed to promoting equality and diversity in all our dealings with our clients, employees and third parties. Please contact us if you would like a copy of our Equality and Diversity Policy. If you instruct us to discriminate against any third party on grounds of sex, race, religion, disability, sexual orientation, or age, then we will cease acting for you.

31. RECOMMENDATIONS

If we recommend the services of anyone to you, such as accountants, surveyors, foreign lawyers, or anyone else, we do so in good faith, and this shall be the sole extent of our liability regarding the recommendation in question. The onus is on you to satisfy yourself as to their suitability for the services in question.

32. AUDITS AND ENQUIRES

If we receive requests for information of an auditing nature from you, your accountant, or auditors, we may address our response to you and we may charge you for the time spent in answering these enquiries at our normal hourly rate.

External organisations may conduct audit or quality checks on our business to ensure compliance with mandatory requirements, such as the regulatory standards and/or voluntary standards, such as ISO 9001, to which the practice is certificated. Such external organisations are required to maintain confidentiality in relation to your files. We operate our own inhouse file review process to ensure our own strict quality standards are adhered to and personnel involved in the review process are backed by our confidentiality obligations.

33. THIRD PARTY RIGHTS

Unless we specifically agree to the contrary in writing, we shall only act on your behalf in relation to the work that we do for you and **The Contracts (Rights Third Parties) Act 1999** shall not apply.

Any legal advice that we give you is for your own use only and we shall not be liable to anyone else in relation to that advice (including anyone that you pass or transmit it to) unless we expressly agree to be liable to the recipient(s) in writing or the law imposes such liability on us. To the extent that the law imposes on us such a responsibility to any Third Parties, our liability to them shall be limited in accordance with clause 21 and a single limit as set out in clause 21 shall be shared between such Third Parties and you.

34. CONFIDENTIALITY AND DATA PROTECTION

To carry out your instructions, we required access to your personal data. This may include ***sensitive data***. Before we undertake any work on your behalf, we will require you to sign a **Privacy Notice** confirming that you consent to us collecting, recording, organising, processing, and using your data for so long as we deem necessary to carry out your instructions and to comply with our statutory and regulatory obligations. Your personal data will be kept safe and secure and will be processed only for specified and legal purposes.

The information you provide to us is confidential. We use the information primarily for the provision of legal services, based on your instructions. Our confidentiality obligations are also subject to legislation requiring disclosure to certain regulators. We shall only use any personal data that we have relating to you for the following purposes: -

i. To identify you as a client of this firm, to confirm any information you have given us and to keep records up-to-date;

ii. To provide you with legal services;
iii. To process any payments from you;
iv. To send you information regarding our products and services, including any products and services that we may supply in conjunction with anyone else, unless you ask us not to do;
v. For review and analysis in connection with the management of our business;
vi. For legal and regulatory compliance;
vii. For producing statistics and other information relating to our business, including statutory returns, provided this shall not identify you personally;
viii. To carry out credit checks to detect, investigate and prevent fraud and trace debtors; and
ix. To help detect, prevent, or deal with crime and dishonest behaviour.

If required, you consent to us disclosing sufficient details of your personal data to enable us to verify your identity through our Identity Verification Contractors, who use online data base records. You also consent to us disclosing such personal data as is required by our Auditors, Insurers Brokers, Insurers, Regulators and External Assessors to enable them to carry out their duties in relation to our business.

If our business merges with or requires another firm, due diligence checks may require the disclosure of personal and sensitive information we hold about you to Third Parties, for example, each firm's Accountants and Professional Advisors. We will always limit such disclosure to such information as is essential to enable the due diligence checks to be carried out and strive to protect client confidentiality. However, you hereby confirm your consent of such disclosure as we deem necessary to comply with any reasonable due diligence checks.

We may also need to disclose your personal and sensitive data to Third Parties to enable them to carry out your instructions. For example, Barristers, the Court, other Lawyers, Banks, Insurers, other Professionals and Experts involved in your matter. You hereby consent to disclosure of such information to these Third Parties as we deem necessary to perform your instructions. We will consult with you before instructing a Third Party, such as a Barrister or Expert to act on your behalf and obtain your consent to their appointment unless they have been nominated by the Court.

Our use of your data is subject to your instructions, the **Data Protection Act 2018**, and our duty of confidentiality. Except in certain limited situations, under the Data Protection Regulations you have the right to make a written request to access your personal data, which must be provided with one month of the request being received in the format of your choice. You are also entitled to require us to delete your personal data, if the continued processing of this is no longer justified.

If you believe that we have not used your personal data in accordance with the requirements of the Data Protection Act, you have the right to complain to **the Information Commission (https:\\www.ico.org.uk)** which regulates the processing of personal data. You may also seek a remedy in law.

For your and our security, we reserve the right to monitor and record telephone calls and emails.

Elaine Guy is the person responsible within Carter Bells LLP for Data Protection Compliance. Her contact details are elaine.guy@carterbells.co.uk telephone number 020 8939 4009.

35. TAXATION ADVICE

We ***do not*** provide advice on taxation issues that arise from or in the course of the service to be provided. Should taxation advice be required, you **must** obtain Independent Expert Advice.

36. CONVEYANCING TRANSACTIONS AND MORTGAGE LENDERS

In conveyancing transactions when acting for you as a Purchaser, we may also act for your proposed Lender and as such we have a duty to fully reveal to your Lender all relevant facts about the purchase and mortgage. This includes: -

a. any differences between your mortgage application and the information we receive during the transaction;
b. any cash-back payments or discount schemes that a Seller is giving to you.

If during the transaction, information comes to our attention which we consider we should bring to the Lender's attention in relation to the matter, and the Lenders' decision whether to lend, we will require you to consent to us making full and frank disclosure to the Lender. If you refuse and we are unable to disclose that information, a conflict of interest will arise and our Retainer will be determined immediately. Please be aware that if any false, misleading, or inadequate information is provided to the Lender, it may amend or withdraw the mortgage offer. We do not accept any liability to you for the consequences of such withdrawal or amendment arising from inaccurate or false information provided by you or on your behalf.

Subject to any right of lien or any overriding duty of confidentiality, we are required by most Mortgage Lenders, where we are instructed to complete its security, to treat documents that have been created during the transaction as if they were jointly owned by the Borrower and the Lender and we may not part with them ***without the consent of both parties***. We may be required (and without obtaining your prior consent or notifying you) to supply the Lender with certified copies of all documents on your file. You agree to this.

37. REFERRALS AND COMMISION

If you have been referred to us by an introducer with whom we have a financial arrangement: -

i. We shall not disclose your information to that introducer unless you consent;
ii. We will record the amounts involved in your Client Care Letter;
iii. If we also act for the introducer in the same matter and a conflict of interest arises, we may have to cease acting for you;
iv. Any advice we give will be independent and you can raise questions on all aspects of the matter.

We are precluded by our Professional Code of Conduct from making secret profit from our relationship with you. If any occasion arises where there is potential for us to earn commission, for instance if we introduce you to another legal practice to undertake work for you, which we cannot do ourselves, we will establish a separate written agreement to deal with the acceptance and allegation of any commission arising.

It is currently not our practice to accept referral fees or commission from third parties.

38. REGULATORY MATTERS AND ANTI-MONEY LAUNDERING REGULATIONS

All UK Law Firms are subject to reporting, disclosure and other requirements imposed by the UK regulators or laws, such as concerns HM Revenue & Customs, money laundering, sanctioned countries, entities and individuals, the proceeds of crime and terrorist financing. These requirements can override our usual duty of confidentiality to you. In addition, these requirements may oblige us to ask you to provide us with information that may be relevant for legal or regulatory purposes at any time. Any failure by you to provide any information of this sought shall entitle us to cancel this contract forthwith on giving written notice to you.

Before undertaking any significant work on your behalf, we **must** satisfy ourselves as to your identity and permanent address. You will be asked to provide appropriate documentary evidence to satisfy these requirements and in relation to transactional work, such as conveyancing, evidence of how the transaction is to be funded. This will involve you providing evidence of both ***source of wealth*** and the ***source of funding***. Until such time as you have provided this evidence to our satisfaction, we will be unable to proceed with the transaction.

We are required by statute to make a disclosure to the **National Crime Agency** where we know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we are not able to tell you that a disclosure has been made, and we may have to stop working on your matter for a period. Should this prove necessary during this time we will be unable to disclose to you that we have ceased working and why. Where we make such a notification acting in good faith, we do not accept any liability to you for any inconvenience caused to you or for any delay or disruption resulting to your matter or transaction or for any financial or other loss thereby arising.

You agree to us using external data base providers to verify your identity and address and other material details and to pay the costs of that service.

Where your matter involves the handling or transferring of money, we may be required to provide identity details and/or documents to our bank or any other bank involved in the transactions and to other regulatory authorities or crime prevention authorities in response to queries about fraud, money laundering or sanctions. You consent to us disclosing such information without the need to obtain your further authority, at the time that such request is made.

39. BRIBERY ACT 2010

We are committed to the prevention of bribery and corruption and take our compliance responsibilities very seriously. We have therefore implemented appropriate policies, training and procedures and a copy of our Policy is available on request.

40. ADDITIONAL INFORMATION

We are authorised and regulated by the **SRA**. Our registration number is **439252**. You can obtain details of the Professional Rules of Conduct under which we operate by visiting their website: www.sra.org.uk.

The Law Society of England and Wales is a designated professional body for the purposes of **the Financial Services and Markets Act 2000** but the responsibility for regulation and complaints has been separated from the Law Society's Representative Functions. The **SRA** is the independent regulatory arm of the Law Society, and the Legal Ombudsman handles complaints about Lawyers.

Carter Bells LLP is registered with **the Information Commission under Registration Reference Z9305952.**

41. ENTIRE AGREEMENT

This contract incorporates and replaces all previous representations and agreements made between us, whether written or oral. We and you acknowledge that in entering into this contract we and you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this contract.

42. ENGLISH LAW APPLYING TO THESE TERMS

Any dispute or legal issue arising from our Terms of Business will be determined by the Laws of England and Wales and considered exclusively by the English and Welsh Courts.

LIST A - CHARGING RATES PER HOUR FOR CARTER BELLS PERSONNEL (VAT to be added)

Administrative Assistant	£145.00	*Partner/Consultant – Complex Family	£400.00
Legal Assistant/Paralegal	£215.00	*Partner/Consultant – Litigation	£400.00
Senior Paralegal	£220.00	*Partner/Consultant – Private Client	£410.00
Legal Executive	£340.00	*Partner/Consultant – Family	£370.00
Associate Solicitor (Senior) Conveyancing	£385.00	*Partner/Consultant – Mediation (£200 PP +VAT)	£400.00+VAT
Associate Solicitor (Junior) Non-Family	£340.00	Associate Solicitor Litigation	£380.00
Associate Solicitor (Senior) and Partner Commercial Conveyancing & Commercial	£420.00	Associate Solicitor Private Client	£370.00
Associate Solicitor (Senior) and Partner Conveyancing	£385.00		
Associate Solicitor Family (Only)	£330.00	Paralegal - Conveyancing & Commercial	£215.00
Paralegal - Private Client	£220.00	Paralegal - Litigation & Mediation	£215.00

*A "Partner" means a Member of Carter Bells LLP

LIST B – OTHER CHARGES (VAT to be added)

Same day or CHAPS money transfer (each)	£40.00
Faster Payments (each)	£22.50
International money order or payment (each) plus bank charges	£40.00
Identity check charge	£6.76 per person
File retrieval from archive store (each)	£50.00
Documents sent by registered post or "signed for" delivery (each envelope)	£12.00
Colour photocopying (per page)	£0.50
Document storage (per packet) per calendar year or part year	£15.00 (payable by DD)

Courier charges at cost
Travel at cost
Travel by private car at 40p per mile

Notice of Right to Cancel a Distance Contract or Off-premises Contract pursuant to the Consumer Contracts Regulations 2013

This form may be used if you are a "Consumer" and want to exercise your right to cancel a Distance Contract or Off-premises Contract you have with Carter Bells LLP (see paragraph 2 our Terms and Conditions of Business)

RIGHT TO CANCEL

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day the contract was entered into.

EFFECTS OF CANCELLATION

If you cancel this contract, we will reimburse you for all payments received from you, less our reasonable charges (including disbursements) for work carried at your request prior to such cancellation. We will make the reimbursement without undue delay, not later than 14 days after the day on which we were informed about your decision to cancel.

CANCELLATION NOTICE

To: Accounts' Department, Carter Bells LLP, Solicitors, Kings' Stone House, 12 High Street, Kingston upon Thames, Surrey, KT1 1HD

I/we hereby give notice that I/we cancel my/our contract for the provision of legal services

Date	Date .....
Signed	Signed .....
Name	Name .....
.....	.....
Address	Address .....
.....	.....
.....	.....

Please note that if you wish to cancel the contract you **must do so in writing** and deliver the communication personally or send it by post, fax or email to the above address. You may use this form but do not have to do so.