

# **SPIRE SOLICITORS LLP (OC 385119)**

## **TERMS OF BUSINESS**

### **1. Introduction**

We aim to provide a quality service. One way in which we can establish your confidence in us is to make clear to you our obligations and their limits. Please take the time to read these Terms of Business ("Terms") and speak to the person who is conducting your matter if anything is not clear.

References in these Terms to "we", "us", "our" and "Spire" are all references to Spire Solicitors LLP.

In all cases, your continuing instructions will amount to acceptance of these Terms. However, we reserve the right not to start work on your behalf until you have agreed to accept the terms of engagement letter or have signed and returned a duplicate to us.

These Terms apply to all our clients and all our work for you, unless otherwise agreed by one of our partners in writing.

The client care letter we send to you, together with the Terms constitute the Contract between us ("Contract") which will govern our relationship with you. If there is any conflict between the Terms and the client care letter, then the client care letter will prevail.

If you have asked us to start work e.g. which involves initial advice or acting in an emergency, then the Contract will apply to those instructions, subject to any specific Cancellation rights set out in section 13 of these Terms and Conditions.

### **2. Service commitment**

#### ***Service standards***

We will endeavour to:

- Keep you regularly informed of progress, although we will not report to you for the sake of doing so, but normally only when there has been some development.
- Communicate in plain language.
- Explain the legal work that may be required.
- Update you at least six monthly of the costs of pursuing a matter.
- Update you on whether the likely outcomes still justify the likely costs and risks whenever there is a material change of circumstances.
- Update you on the likely time scales involved and any important changes.
- Review whether there are alternative methods of funding your matter.

#### ***Responsibilities***

We will:

- Review your file regularly.
- Advise you of any changes in the law, circumstances or risks which may affect the outcome of your case.
- Always act in your best interests, subject to our duty to the court.
- Explain to you the risks and benefits of taking legal action.
- Give you our best advice about whether to accept any offers of settlement.
- Provide you with a good standard of service.
- We may supply written advice or confirm oral advice in writing or deliver a final written report or make an oral presentation on completion of the Contract.
- Prior to completion of the Contract we may supply oral, draft or interim advice or reports or presentations but in such circumstances our final written advice shall take precedence. No reliance shall be placed by you on any draft documents, advice or report or any draft presentation. Where you wish to rely on oral advice or on any oral presentation made during the Contract, you shall inform us, and we shall supply documentary confirmation of the advice concerned.
- We shall not be under any obligation in any circumstances to update any advice or report, oral or written, for events occurring after the advice, report or product concerned has been issued in final form.
- Any advice or information released to you in any form or medium shall be supplied by us on the basis that it is for your benefit and information only and that, save as may be required by law or by a competent regulatory authority (in which case you shall, unless prohibited by law, inform us in advance), it shall not be copied, referred to or disclosed, in whole (save for your own internal purposes) or in part, without our prior written consent. The Contract shall be delivered on the basis that you shall not quote our name or reproduce our logo in any form or medium without our prior written consent.
- Any forecast or recommendation supplied by us as part of the Contract shall not amount to any form of guarantee that we have determined or predicted future events or circumstances.

You must:

- Give us clear, prompt and accurate instructions.
- Provide us with all documents required to complete your matter in a timely manner.
- Keep safe any documents which are likely to be required to be disclosed.
- Promptly pay our interim accounts and sums on account of costs and disbursements which we request.
- Tell us at the outset what you expect of us so that we can agree with you what it is possible to achieve.
- Tell us if you have personal time limits or objectives, which would not be obvious to us.
- Tell us immediately if your expectations change or if you are not sure you understand what we have discussed.

- Tell us if your contact details change and notify us of any other changes that may affect the way we deal with your matter.
- Not deliberately mislead us.
- Co-operate with us.
- Attend as necessary on any expert and at any court hearing.
- Preserve documents relevant to your case, even where harmful to it.
- You may disclose in whole or any part of the Contract to your legal and other professional advisers for the purposes of your seeking advice in relation to the Contract, provided that when doing so you inform them that:
  - disclosure by them (save for their own internal purposes) is not permitted without our prior written consent, and
  - to the fullest extent permitted by law we accept no responsibility or liability to them in connection with the Contract.

### ***Doing the work***

- Our normal opening hours are 09:00 to 17:00 Monday to Friday. Our branch offices may close between 13:00 and 14:00.
- We may be able to take telephone calls or make out of hours appointments by special arrangement.
- We do not operate an out of hours/emergency service.
- Your work may be done by a partner, a solicitor or another lawyer, or a combination of any of these. We try to ensure that the same person deals with your work throughout but if a change becomes necessary, we will inform you promptly of who will be taking over your file.
- The work we do is undertaken in accordance with the requirements of the SRA Code of Conduct. Information concerning the Code of Conduct can be found on our website ([www.spire solicitors.co.uk](http://www.spire solicitors.co.uk)) or the Solicitors Regulation Authority (SRA) website – [www.sra.org.uk](http://www.sra.org.uk).

### **3. Equality and diversity**

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. **Please contact us if you would like a copy of our equality and diversity policy.**

### **4. Money laundering**

#### **Proof of identity**

- The law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them as soon as practicable. This is because solicitors who deal with money and property on behalf of clients can be used by criminals wanting to launder money.
- **Please provide us with documents to verify your identity and address, as set out at the end of these Terms.**

- **We may at our sole discretion also carry out appropriate electronic identity checks through third party providers for you or other parties to the transaction and reserve the right to add a fee to the costs of these to what we charge for. We will notify you of the cost for this.**

### **Confidentiality**

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

### **Cash and cheques**

It is our policy only to accept cash up to £1,000 except with the express written authority of the Money Laundering Compliance Officer, his deputy or if neither of them is available a partner. If money is deposited directly with our bank without our prior agreement, we may charge you for any additional checks we decide are necessary to prove the source of the funds.

Where we pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party. During the transaction we may be required to send funds by Telegraphic Transfer. If funds are paid by Telegraphic Transfer, a fee will be charged by us to you plus VAT over and above the amount that we are charged by the bank. This is an expense to take into account the work involved in arranging the bank transfer on your behalf.

### **Third party receipts and payments**

We can only accept funds from you upon receipt of satisfactory proof of identity and completion of our due diligence process. In exceptional circumstances funds will be permitted when paid by connected parties (for example family members). However, in such situations we will require satisfactory proof of identity for the individual(s) or entities concerned plus we may make additional checks. We may refuse to accept money from or send it to third parties.

### **5. Mortgage Fraud**

If we are also acting for your lender in a property transaction, we have a duty to fully reveal to them all relevant facts about your purchase and/or mortgage. This includes any differences between your mortgage application and information we receive during the transaction and any cash backs, discount schemes or other incentives that a seller is giving you.

### **6. Data Protection Act 2018 and GDPR**

We use the information you provide primarily for the provision of legal services to you and for related

purposes including: updating and enhancing client records, analysis to help us manage our practice, statutory returns, legal and regulatory compliance. Please see our Privacy policy for further details: [www.spire solicitors.co.uk/privacy-policy/](http://www.spire solicitors.co.uk/privacy-policy/)

Our use of that information is subject to your instructions and the General Data Protection Regulation (GDPR) which forms part of the data protection regime in the UK, together with the Data Protection Act 2018 and our duty of confidentiality. Please note our work for you may require us to give information/your personal data to third parties such as expert witnesses, NHBC, the Land Registry, Courts, Tribunals, other parties to your transaction, other professional advisers etc. We will assume we have your authority to provide them with relevant information/your personal data unless you tell us otherwise. You have a right of access under data protection legislation to the personal data that we hold about you. Our electronic data may also be backed up to a third-party provider of this service.

## **7. Client Confidentiality**

We may send your file to a firm of Law Costs Draftsmen to prepare a bill. This is a specialist service that most solicitors outsource.

We will need to show your file to our professional indemnity insurers in accordance with our professional indemnity cover, for example if a client brings a claim or circumstances arise where we think they may. We may also be required to produce all or part of your file to our auditors and other assessors as part of an audit or quality check. These external organisations are required to maintain confidentiality in relation to your files.

We may from time to time outsource work, for example: secretarial and administration support, credit control, quality control and video/telephone conferencing facilities. Personal data and confidential information that we hold may be passed to the providers. We will impose the same requirements of confidentiality on these third parties as apply to us. Please let us know if you do not want your file to be outsourced.

Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. In the event that work is undertaken for you in conjunction with your other advisers, we will assume we have your authority to discuss relevant confidential information with them and to provide them with personal data and relevant documentation unless you tell us otherwise.

Where appropriate, we use non-encrypted e-mail for communicating with you and other relevant parties to your matter (which includes sending attachments), unless you tell us not to do so. You should be aware that e-mail and other modes of electronic and/or internet communications are not secure or error-free methods of communication. Information sent in this way could be intercepted, arrive late, be incomplete, lost or destroyed. Similarly, communications on a mobile phone are not secure and can be intercepted. Please let us know if you would prefer that we did not communicate with you by e-mail or mobile phone. We monitor e-mails to

investigate or detect any unauthorised use of our e-mail system, or for any other purpose permitted by law. As a result of this, we may collect personal data about those people sending and/or receiving the e-mail, or which is contained in the e-mail.

## **8. Financial services and insurance mediation**

We are not authorised by the Financial Conduct Authority. If while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised to provide the necessary advice. However, we may provide certain limited investment services where these are closely linked to the legal work, we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.

We are included on the register maintained by the Financial Conduct Authority (LS598026) so that we may carry on insurance mediation activities, 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's website at <https://register.fca.uk>.

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of those bodies.

## **9. Complaints**

We are committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about our bill, please contact our Senior Complaints Officer, (email: [clientcare@spiresolicitors.co.uk](mailto:clientcare@spiresolicitors.co.uk)) or by post to Holland Court The Close Norwich NR1 4DY. We have a procedure in place, which is available on our website [www.spiresolicitors.co.uk](http://www.spiresolicitors.co.uk) or on written request which details how we handle complaints.

The two bodies overseeing complaints are the Solicitors Regulation Authority ('SRA') and the Legal Ombudsman ('LeO'). If you are still not satisfied, you can contact them about your complaint.

If you are not satisfied with our handling of your complaint you have a right to complain to the Legal Ombudsman, an independent complaints body, established under the Legal Services Act 2007 that deals with legal services complaints.

The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. You must also refer your

concerns to the Legal Ombudsman within six months of our final response to you.

The contact details for the SRA are:  
Solicitors Regulation Authority, The Cube, 199  
Wharfside Street, Birmingham, B1 1RN  
(T: 0370 606 2555).

The contact details for LeO are:  
PO Box 6167, Slough SL1 0EH  
(E-mail enquiries@legalombudsman.org.uk  
T: 0300 555 0333).

Alternative complaints bodies (such as Promediate (<http://www.promediate.co.uk/>) exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme.

However, we do not agree to use Promediate.

## 10. Commission

If we receive any commission in the course of acting for you, we will disclose it to you. We are entitled to retain any commission up to £20. This does not apply where we receive commission as a trustee or from arranging investments or insurance mediation activities where you are entitled to receive the whole amount of any commission.

## 11. Client money and interest

We keep clients' moneys in general client accounts primarily with National Westminster Bank PLC as our nominated bankers but also with other banks from time to time. It is unlikely we will be held liable for losses resulting from a banking failure. The £85,000 Financial Services Compensation Scheme (FSCS) limit applies to the individual client, so if you hold other personal money in or other banks where we maintain a client account, the limit £85,000 in total. Please ask us for up to date details of other banks where we keep clients' funds as those banks may change from time to time.

Eligible claimants include individuals, small and large companies, and small local authorities (such as parish councils).

The FSCS now provides a £1m protection limit for temporary high balances held with a bank, building society or credit union if it fails.

These could include sums payable to us in relation to:

- Property purchases/sales;
- Equity release;
- Insurance policies;
- Compensation payments;
- Redundancy;
- Inheritance; or
- The proceeds of deceased's estate.

Cover is related to specific life events and limited to natural persons only.

Large companies and small local authorities are newly included for cover under FSCS deposit protection. They

are eligible for compensation up to the new limit of £85,000 effective from 30<sup>th</sup> January 2017.

Some deposit taking institutions have several brands i.e. where the same institution is trading under different names. You should check either with your bank, the FCA or a financial adviser for more information.

Please note that the £85,000 FSCS limit applies to an individual client, and so if they hold other personal monies themselves in the same deposit-taking institution as our client account, the limit remains £85,000 in total for that individual.

In the event of a bank failure we will seek your consent to disclose sufficient details to the FSCS to help them identify you and any amounts to which you are entitled.

We pay gross interest to clients on money held in client account in accordance with our Interest policy and in line with the SRA Account Rules. Our policy is that the rate of interest applied is that considered fair and reasonable for the amount of money held. This will usually be based on an instant access account, enabling us to facilitate the necessary transactions. You are unlikely to receive as much interest as might have been obtained had you held and invested the money yourself. Interest under £50 will be disregarded but all other interest will be paid in accordance with our policy, unless some other arrangement has been agreed with you. Where a designated deposit account is held interest due to you will usually be paid net of basic rate income tax.

Payment of interest will normally be made at the end of your transaction and may be applied against payment of any costs then properly due to us. If we place client's money in a designated client deposit account, you will receive the interest actually earned on that account.

We will only accept details of where you would like any payments made on a matter in writing (including from a password protected email account personal to you) and will call you to confirm any changes requested by you to those bank details as part of our procedures to combat fraud.

We will not accept any changes from a third party to any bank details previously supplied by you without firstly obtaining specific confirmation from you.

We will only seek to change any bank details we have given to you by letter, never by email or telephone and do not accept any liability for any reliance you may place on a call or email you may receive purporting to change our bank details. Please be careful to check account details with us in person if in any doubt. We will not accept responsibility if you transfer money into an incorrect account.

We will send you Bank details or make them available for you to get them should we need you to pay us. What you must not do is rely on any Bank details we have formerly sent to you as we may use other Banks as our bankers from time to time.

If you pay us a sum of money which is paid in against an old account without checking that you have the most

up to date Bank details for us, we accept no responsibility for any loss that you may suffer as a result of any time taken to recover such monies and shall not be required to make any payment to cover any period between any monies being paid by you and their recovery into the correct Bank account details.

## 12. Tax advice

Our services to you do not automatically include advising you on any tax aspects of your transaction. If you require any specific tax advice on a matter on which we are acting for you then you must raise this with us, and we may then refer you to an appropriate tax expert.

### Stamp Duty Land Tax (SDLT)

SDLT is payable if you buy a property or land over a certain price in England (other parts of the UK have their own equivalents).

Where this may arise during the course of a matter, then we will include information with the client care letter which you should read.

### Capital Gains Tax (CGT)

CGT is a tax which may be payable on the sale of property or other assets e.g. investments.

Unless we have specifically included tax advice within the scope of work on your matter, we do not offer specific tax advice to clients, including CGT, particularly as we do not know your personal financial circumstances which will often determine the effect or level of any tax liability.

Further information may be found on the Government website: <https://www.gov.uk/tax-sell-home>

Otherwise, for your information, please note that once exchange has taken place, there are strict time limits in place as regards the payment of CGT, i.e. within 60 days of the date of completion.

If the property you are purchasing will not be the only property you own, you should be aware of the possible Capital Gains Tax implications. Capital Gains Tax may be payable on the sale of your second or subsequent properties not occupied as your principal residence. It is calculated on the profit made on such property.

**You must take separate specialist advice concerning this and any other tax issues not set out explicitly as being included in our retainer.**

## 13. Termination or Cancellation of our services

You may end your instructions to us in writing at any time. For example, you may decide you cannot give us clear or proper instructions on how to proceed, or you may lose confidence in our work.

We may have to stop acting for you if we find we have a conflict of interest with another client, or where there are

joint clients, those concerned cannot together give us agreed instructions on how to proceed. We carry out internal conflict checks before accepting client's instructions to reduce the chances of conflicts of interest arising after we have accepted instructions.

We may decide to stop acting for you but only for a good reason. We will give you reasonable written notice and state our reasons. We may stop acting for you if:

- you refuse to provide documentation and/or information that we require;
- you cannot give us clear or proper instructions;
- your persistently refuse to take our advice;
- your fail to provide us with any monies on account which we may have requested;
- you do not pay any invoice in accordance with these Terms;
- there is otherwise a breakdown in our relationship as solicitor and client;
- continuing to act for you would in our opinion, constitute a breach of the SRA Standards and Regulations or equivalent regulation or legislation:
- you or any party involved in your matter, becomes subject to sanctions;
- where, in our opinion, providing services to you may or does, breach any applicable sanctions regime; or
- continuing to act for you may, in our opinion, adversely impact the reputation or professional standing of the firm.

If you, or we, end our instructions, you will be liable to pay our charges and expenses up to that point. We are entitled to keep all your papers and documents while you owe us any money for fees and expenses.

In addition, if the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ('**Regulations**') apply you may have additional rights to cancel the agreement. The regulations apply if you enter into an off-premises or distance contract and you are a consumer client. In those circumstances you may wish to follow the following Instructions for cancellation

### Right to cancel

If the Regulations apply, 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 of the conclusion of the contract.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You can use the Cancellation Form template at the end of these Terms and Conditions, but it is not obligatory.

Our contact details, to inform us of your decision to cancel, are: Head of Compliance, Spire Solicitors LLP, Holland Court The Close Norwich NR1 4DY. Tel: 01603 677077. E-mail: [compliance@spiresolicitors.co.uk](mailto:compliance@spiresolicitors.co.uk).

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise

of the right to cancel before the cancellation period has expired.

### ***Effects of cancellation***

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery, unless you asked us to start work during the cancellation period (see below 'Asking us to start work during the cancellation period').

We will make the reimbursement:

- without undue delay and not later than 14 days after the day on which we are informed about your decision to cancel this contract; and
- using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

### ***Asking us to start work during the cancellation period***

We will not start work during the cancellation period unless you expressly request us to.

In most cases, if you ask us to start work during the cancellation period, you will not lose your right to cancel during that period.

However please note that if you have made a request to begin the performance of services, you have no right to cancel after the services have been completed.

If you subsequently cancel during the cancellation period, we can charge you for the work we have done on a pro-rata basis. This will be an amount which is in proportion to what has been performed, until you told us you wished to cancel, in comparison with the full coverage of the contract.

You will, however, lose the right to cancel and will have to pay in full once the contract has been fully performed (i.e. we complete the work) even if this happens within the cancellation period.

If you would like us to start work during the cancellation period, please confirm this by email or letter.

We will only stop acting for a client with good reason and on reasonable notice, or with the client's consent.

However, please note that your retainer with us may be terminated for:

- non-payment of any sums required on account;
- not accepting reasonable advice;
- giving instructions inconsistent with the law and refusing to accept that is the case;
- not providing timely instructions;
- any behaviour that in our reasonable opinion, constitutes harassment, discrimination or abuse; or
- not co-operating with reasonable requests for documents and/or other material information.

## **14. Storage of documents**

We may store your file by microfilming it or any electronic means and destroy the original paper copy. We may also keep and store your file electronically rather than keep a paper copy.

We will retain it for the minimum period recommended by the Law Society as appropriate to the type of transaction. This is at least 6 years after the date of the final bill.

Upon completion of your file this document and the accompanying client care letter may be stored digitally only rather than a hard copy and by signing these Terms, you agree to accept that any digital copy is to be treated as the hard copy.

At the end of the appropriate storage period your paper or electronic file (as the case may be) will automatically be destroyed without prior reference to you. We will not destroy documents you ask us to deposit in our deeds index in safe custody.

Until they are destroyed, we will return your papers to you on request unless you owe us any fees or disbursements.

We do not charge for providing safe custody for Wills, Deeds and other securities but reserve the right to charge in the future. We will first give you reasonable notice and an opportunity to remove your documents from storage without charge.

We reserve the right to make a reasonable charge for time spent retrieving old files or information from them, for releasing Wills, Deeds and other securities from safe storage, for providing copies of microfilmed or electronically stored files and documents and for correspondence or other work necessary to comply with your instructions in relation to retrieved files and documents.

Our charges will vary according to the time spent but will be calculated at the rate of £100 per hour (index linked from January 2013) plus the costs of any photocopying and postage with a minimum fee of £50 + VAT and postage. We require 3 working days prior written notice for release of Wills, Deeds and other securities and 7 working days' notice for release of files (which may be stored off-site). Payment must be made prior to release of documents.

## **15. Ownership of Work**

We retain the copyright and all other rights in all documents and other work, whether in writing or not, provided to you. You are granted a non-exclusive licence to use such documents for the purpose for which they are provided but not otherwise. We may from time to time adapt, develop or use such documents or work for other clients and in other engagements. Unless you instruct us otherwise, you agree we may use any counsel or other expert opinions obtained for the purpose of carrying out your instructions for internal training purposes.

## **16. Use of Advice Given to You**

It is important that any advice we give to you is used only by you and only in the context for which it was intended. It is therefore a term of our engagement by you that any letters, documents, information or advice given by us to you will only be used by you in connection with the matter on which we are advising you and that you will not disclose or make available any details of our advice to any third parties without our prior written consent.

## **17. Responsibility for your Work**

Your contract is with Spire. Spire owes you a duty to provide services under the contract with reasonable care and skill.

There is no contract between you and any individual partner, associate, employee, agent or consultant of Spire. Any advice given to (or other work done for) you by a partner, associate, employee, agent or consultant of Spire is given (or done) by that person on behalf of Spire and not in his or her individual capacity and no such person assumes any personal responsibility to you for advice or work done even where such person has been negligent.

Accordingly, any claim that you wish to make can only be made against Spire and not against a partner, associate, employee, agent or consultant of Spire.

This restriction will not operate to exclude any liability that cannot be excluded at law or to exclude the liability of Spire for the acts or omissions of any of our partners, associates, employees or agents.

## **18. Fees**

Our fees are charged at hourly rates according to the time spent on the matter (including letters, emails and telephone calls sent and received), and the status of the person carrying out the work. Sometimes we may agree a fixed fee for the work.

Our present hourly rates and an estimate of our fees for your particular transaction will be set out in a separate letter accompanying these Terms.

Our charges include secretarial time, photocopying and postage expenses. An additional charge is made for any other out of pocket expenses on your matter. Our hourly rates are usually reviewed in January and September each year and take account of changes in salary and other overhead costs. Details of any revised rates applying during the continuation of your matter will be supplied on request. We will usually only write to you to notify you of the new rates in the event that they have increased by more than 5% per year.

Our fees are based on a number of variables including our hourly rates. Any time we spend in connection with your work is recorded and charged using such rates, including time spent reviewing letters and e-mails received. In appropriate cases we may in addition take into account factors which might justify a higher or lower overall fee, including the complexity of the job; its value and importance to you; an exceptional degree of

urgency perhaps involving weekend working; the degree of specialist knowledge required; and anything else which makes our responsibility unusual. We reserve the right to ask you to make payments on account from time to time and to submit interim bills.

We appreciate you would like to know in advance the likely costs of your matter, but it is not always possible to estimate costs with accuracy. We will give you the best information we can by reference to a range for the whole of the work and/or a forecast of possible costs of the next stage of the matter. You may also set a limit on the amount of costs we can incur without further reference to you. If you would like to do so, please discuss this with the person handling your matter so that we can agree a workable limit.

Any estimates or indications of our fees or expenses are given exclusive of VAT.

If you are unhappy about our bill and wish to complain about it then you may use our own complaints procedure (see 9 above) or you have the right to object to it and apply for an assessment of it under Part III of the Solicitors Act.

## **19. Payment of fees and disbursements**

We may ask you to make a payment on account of our estimated costs and expenses before we start acting for you and require additional payments on account to be made to cover our costs and expenses as the matter proceeds. We may send you interim bills where work is carried out over a period of time. This avoids a substantial build-up of costs and helps you to budget for costs as the matter progresses. The timing and amount of interim bills will depend on a variety of factors but will reflect the matter reaching an appropriate stage and the proportion of the total work having been undertaken.

A final account for our charges and expenses will be sent to you at the end of the matter. You permit us to deduct our charges and expenses, whether interim or final, from any money we are then holding on your behalf.

Please note that even if you have a legal agreement with another party, including a legal expenses insurer, that they will pay us your costs, you remain primarily liable to pay our costs.

In litigation cases, you are directly liable to us for payment of all charges in full, whether or not it proves possible to obtain an order for costs against or payment from the other party to the litigation. You are likely to become legally responsible for the costs of your opponents if litigation is unsuccessful.

Where we accept instructions from a corporate entity, we reserve the right to request personal guarantees in relation to our fees and disbursements from appropriate persons at any stage in the transaction or proceedings unless the entity concerned has deposited sufficient funds on account. Where a client consists of two or more persons, each of those persons shall be jointly and severally liable to us for the obligations of the client imposed by the Contract.

If, for any reason, the matter does not proceed to completion, we will be entitled to charge you for work done on a time spent basis and for expenses incurred.

Property sales and purchases, which fail to complete often, involve as much work as those which reach completion. If a residential matter falls through prior to exchange of Contracts we reserve the right to make the following charges:-

**On a sale** - before we have issued the Contract documentation – 25% of the estimated fee.

After we have issued the Contract and have received and/or responded to enquiries – 75% of the estimated fee.

**On a purchase** – before we have received the Contract, or after the Contract has been received but before it has been reviewed – 25% of the estimated fee.

Once the Contract has been received and reviewed and/or enquiries raised – 75% of the estimated fee.

Once replies to enquiries have been reviewed and/or the Contract report has been prepared – 85% of the estimated fee.

Any abortive charge made will not exceed the amount of our estimate even if the time spent would justify a higher fee.

Notwithstanding our standard terms of business, for a commercial transaction of this type we reserve the right to charge in full on the basis of the time incurred if the matter becomes abortive at any time. We would nevertheless at our discretion discuss an appropriate discount with you if it were appropriate in the circumstances to do so.

We reserve the right to make a further charge for professional fees if requisitions raised by the Land Registry after completion are more complicated than anticipated. Such fees will be charged at the hourly rate plus VAT of the Fee Earner dealing with your purchase and will be notified to you in writing.

If we have to make payments to third parties (e.g. Stamp Duty Land Tax, Land Registry fees, Search fees, Court fees and Expert's fees) we may ask you for payment to enable us to pay these third parties. These payments to third parties are known as disbursements.

Generally, we will only pay a disbursement without having the money first, if it does not exceed £50; we will then raise a bill or ask you to reimburse the cost. In the case of larger disbursements, we will usually ask you put us in funds before we pay them. Where it is necessary for monies to be transferred electronically by same day transfer Spire will charge an administration fee to cover both the time and any costs incurred by us.

This will be charged over and above the amount that we are charged by the bank. This is to take into account the work involved in arranging the same day electronic transfer on your behalf.

Audit letters are charged at £100 plus VAT per hour with a minimum fee of £100 plus VAT. Routine copying of papers is included in our overall charging structure, however, we reserve the right to charge for photocopying where appropriate, which will be between 10p and £2.00 per copy depending on size and colour. We also reserve the right to charge for the cost of sending faxes or for international or lengthy telephone calls.

Our bills are due for payment immediately upon presentation, without any deduction, set-off or counterclaim. If you do not pay all or part of a bill within 30 days, we are entitled to charge you interest. Such interest will be charged on a daily basis at the rate for the time being set under the Late Payment of Commercial Debts (Interest) Act 1998 from the date of the bill.

You may also pay a bill or monies on account of our costs by Maestro, Visa debit and Visa Electron debit cards or by MasterCard and Visa credit cards. Please telephone us for further details on 01603 677077. It is our policy not to accept card payments exceeding £5,000.

**PLEASE NOTE THAT DUE TO BANKING RESTRICTIONS, ANY MONIES YOU SEND TO US ON ANY MATTER MUST REACH US 24 HOURS BEFORE THEY ARE INTENDED TO BE USED TO AVOID ANY RISKS THAT THEY WILL NOT BE READY TO BE USED IN TIME.**

## **20. General Exclusions and Limitations of Liability**

Each partner, associate, employee, agent and consultant of Spire is entitled to the benefit of the provisions of the Contracts (Rights of Third Parties) Act 1999, but Spire's contract with you may be varied from time to time or terminated without the consent of any such person.

**Our liability to you for any direct loss in respect of any one claim or series of claims arising out of or in connection with or related to our work on this matter or related matters will be limited to £3,000,000, unless we expressly state a higher amount in the letter accompanying these Terms. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.**

We can only limit our liability to the extent the law allows. In particular we cannot limit our liability for death or personal injury caused by our negligence.

Please ask if you would like us to explain any of these Terms. We have the required professional indemnity insurance in place and details of the policy are available for inspection at our registered office.

We will not be responsible for any increased liability falling on us by reason of any limit which you may agree with any other adviser or which may otherwise fall on us by reason of the contributory negligence of any other

person against whom you do not make recovery for any reason.

This is relevant where we and other persons may be liable in respect of the same damage. In these circumstances, our liability will be limited to such sums as we ought reasonably to pay, having regard to our responsibility for the damage (within the meaning of section 2(1) of the Civil Liability Contribution Act 1978) and on the basis that such other persons are deemed to have paid to you such sum as they ought reasonably to have paid having regard to their own responsibility for it and disregarding any limitation which you may have agreed with them, any subsequent extension of your claims against that person or the fact that such person has ceased to exist.

If you agree to limit the liability of such persons, or if the claim against them lapses or becomes extinguished for any reason, or is not pursued by you, or such persons fail to satisfy any judgment obtained by you, we will not be liable to you for more than the net amount we would have paid, after allowing for the amounts you would otherwise have been entitled to recover from such other persons.

Failure or delay by us in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of our rights under the Contract. Any waiver by us of any breach of or any default under any provision of the Contract by you shall not be deemed to be a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

If any provision of these terms is held by any court or other competent authority to be void or unenforceable in whole or in part, the remaining term or terms shall continue to be valid together with whatever modifications as shall be necessary to render them enforceable.

We shall not be liable to you for any indirect or consequential loss or damage whatsoever.

Where there is more than one beneficiary of the Contract ("**Beneficiary**") the limitation on our liability as set out above to each Beneficiary shall be apportioned by them amongst them. No Beneficiary shall dispute or challenge the validity, enforceability or operation of this limitation on the ground that no such apportionment has been so agreed, or on the ground that the agreed share of the limitation amount apportioned to any Beneficiary is unreasonably low. In this clause, "Beneficiary" shall include you and Other Beneficiaries.

Any claim from you or Other Beneficiaries in respect of loss or damage suffered as a result of, arising from or in connection with the Contract, whether in contract or tort or under statute or otherwise, must be made:

- Within six years of the date on which the activity giving rise to the claim took place;
- If the Contract has been terminated, within six years of the date of termination (subject to the bullet point above);

- If the loss or damage is suffered as a result of, arising from or in connection with our unauthorised disclosure of Confidential Information, within four years of the date on which the unauthorised disclosure took place, and in any of these cases that shall be the date when the earliest cause of action (in contract or tort or under statute or otherwise) shall be deemed to have accrued in respect of the relevant claim. For the purposes of this clause a claim shall be made when court or other dispute resolution proceedings are commenced.

Please also note that as a consequence of the Court of Appeal Decision in *Dreamvar (UK) Ltd v Mishcon de Reya and P&P Property Ltd v Owen Catlin LLP*, any monies paid to us by you as Buyer on a purchase are held by us on your behalf, but are not held on trust for payment out in respect of a genuine sale.

Please also note that for all buyers of property:

- We will only part with the money in return for an undertaking from the seller's solicitor to act as our agent and effect a genuine completion.
- If completion does not occur because the seller is an impostor and not the true owner, you accept that your remedy will be limited to a claim pursuant to the undertaking given to us by the seller's solicitors' in our capacity as your agent for this transaction. Solicitors undertakings are backed by insurance and are the best protection that can be achieved. Nothing is totally foolproof and there is always some risk that the money could be lost.
- We can offer property purchase title insurance to cover the risk. Please let us know if you would like us to investigate this for you.

The provisions of this Exclusion and Limitations of Liability section shall continue to apply notwithstanding the termination of our engagement for any reason.

## 21. Interruption to services

We shall not be liable to you for any failure to perform, or delay in performing, any obligations (other than payment and indemnity obligations) under these Terms if and to the extent that the failure or delay is caused by any circumstance beyond our reasonable control; and the time for performance of the obligation, the performance of which is affected by such circumstance, shall be extended accordingly.

For the avoidance of doubt this includes, but is not limited to, the following circumstances:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) disruption arising out of or in connection with COVID-19 (howsoever caused or arising) or any restrictions or measures imposed or taken because of it;
- (d) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

- (e) nuclear, chemical or biological contamination or sonic boom;
- (f) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- (g) collapse of buildings, fire, explosion or accident;
- (h) illness or injury of our personnel or the personnel of any third party;
- (i) failure, delay, negligence, insolvency or default of any bank, financial institution or payment system;
- (j) interruption, failure, or delay of any telephone, email, postal or other communications or delivery system; and
- (k) interruption or failure of utility service, including but not limited to power outages and blackouts.

For the avoidance of doubt, it shall not matter whether or not we are aware of the possibility of any such circumstance occurring, if any disruption because of it is beyond our reasonable control.

## **22. Conditions specific to any Property work we carry out for you**

We cannot advise on the value of the property or on the suitability of your mortgage or any other financial arrangements.

We do not make any physical inspection of the property and it is up to you to ensure that the property you are purchasing is fit for purpose and accurately described in the contract. We will not advise you on the planning implications of your proposed purchase unless specifically instructed (see Planning Services below) except by reporting to you on any relevant information provided by the results of the Local Search. In particular we are unable to check the property in any way to ensure that it is built in accordance with any Planning Permission(s) granted. Unless you have specifically told us otherwise, we will assume you have no plans to change the use of the property or extend or redevelop it in any way.

We do not carry out physical inspections of property and therefore it is very important for you and your surveyor to do this. Your surveyor should check the route of the drains from the property to the mains sewers. If they cross neighbouring land you will need to let us know so we can make sure that the necessary rights are contained in the title deeds.

We will also need to know if any property being bought, sold or re-mortgaged does not have access directly off the nearest public road or if other rights of access are necessary, for example to the rear. If any part of the property overhangs the neighbouring property, or vice versa please let us know as this will constitute a "flying freehold" and needs special consideration in conveyancing terms.

Exchange of contracts is the decisive point in the transaction when the Contract becomes enforceable. You have to have the funds ready to pay on the completion date and the seller has to let you have possession of the property once this had been paid. You should not allow me to exchange the Contract until you

have completely made up your mind to proceed with the purchase.

On exchange of contracts in your property purchase, it is usual to pay a 10% deposit to the seller's solicitors. If this will cause you a problem, please let your fee earner know as soon as possible as they may be able to agree a 5% deposit. We must have the deposit in cleared funds to be able to exchange contracts.

If you have a dependent sale, we may be able to use your buyers deposit on your own purchase.

We reserve the right not to exchange contracts for a purchase until you have provided us with all the information, we need to complete the Land Transaction Return and we are holding it properly completed and signed.

Please confirm any financial arrangements you may need as soon as possible.

If you are having a mortgage, please let us know the amount you have applied to borrow and any Lender you have applied to. You should note that contracts cannot be exchanged until your mortgage offer is in place.

Any Lender will only carry out a basic valuation survey and we would advise you to up-grade this to a more detailed survey report.

We may have to pay a Lender's Panel Administration Fee, and we will provide details of any such fee in your client care letter and your final bill.

A Completion Date is the date that you finalise your purchase. The date must be agreed before Contracts can be exchanged. You are advised not to make any removal arrangements until we confirm that Contracts have been exchanged. If you are having a mortgage, or if there is a mortgage involved in this chain of transactions, you must bear in mind that most mortgage companies require approximately a week's notice to issue funds. Mortgage funds cannot be requested until all of the conditions imposed by the mortgage company have been complied with and any defects in the title of your property agreed with the mortgage company. This must be taken into consideration when agreeing a completion date.

Leading up to Completion, we will prepare a Transfer for signature by buyer and seller and request your mortgage funds if applicable.

On the completion date the keys should be available to collect by about 12 noon.

A property purchaser must file a Land Transaction Return with HM Revenue & Customs within 14 days after completion. If you are the purchaser, we will prepare the form for you, but you will be responsible for checking its contents and must personally sign it. We will send the form to HM Revenue & Customs with payment of any Stamp Duty Land Tax payable. You authorise us to file the form electronically. HM Revenue & Customs will send us your tax receipt which we must send to the Land Registry before it will register your title to the property or your mortgage.

## 23. Anti-corruption and Bribery

It is the policy of Spire to conduct all of its business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally and with integrity in all our business dealings and relationships wherever we operate.

Spire and any person acting on its behalf shall not participate in any form of corrupt behaviour and shall comply with the Bribery Act 2010 and all other laws relevant to countering bribery and corruption in all countries in which we operate.

## 24. Governing law

Any dispute or legal issues arising from our Terms will be determined by the law of England and Wales and considered exclusively by the English and Welsh courts.

## 25. Our Contract

Your continuing instructions will amount to your acceptance of these Terms, including acceptance of electronic verification procedure as referred to in the Money Laundering section above.

Where more than one person is our client then instructions given by one of those persons will bind all the others, unless you specifically instruct us to the contrary.

We prefer to have your positive acceptance of our Terms so please sign the additional copy and return it to us.

However, if you do not return the signed copy, and we continue acting for you, then you will be deemed to have accepted the Terms.

**Where you have an existing matter or matters being dealt with by Greenland Houchen Pomeroy or Overbury Steward, Eaton & Woolsey or Hood Vores & Allwood Solicitors ('Existing Retainers'), by signing these terms you agree to novate and transfer all your rights and obligations in and under any Existing Retainers to Spire Solicitors LLP and agree to perform and comply with any remaining obligations and other provisions under any Existing Retainers and to be bound by the terms of any Existing Retainers in every way as if Spire Solicitors LLP were the original party to any Existing Retainers in place of us.**

**You and we both mutually release and discharge the other from any and all liability, claims and demands (whether in contract, tort or otherwise and whether known or unknown) in respect of any Existing Retainers (including claims for negligence, fraud and fraudulent misrepresentation), and you accept the liability of Spire Solicitors LLP under any Existing Retainers in every way as if Spire Solicitors LLP was a party to any Existing Retainers in place of us.**

## 26. Variations

No variation of these Terms is effective unless it has been agreed and confirmed by a partner of Spire to you in writing.

## 27. Politically Exposed Persons ('PEP')

A politically exposed person or 'PEP' is a person who has been entrusted within the last 12 months with one of the following prominent public functions by a community institution, an international body, or a state, including the UK:

- heads of state, heads of government, ministers and deputy or assistant ministers;
- members of parliament or similar legislative bodies;
- members of governing bodies of political parties;
- members of supreme courts, of constitutional courts, or any judicial body whose decisions are not subject to further appeal, except in exceptional circumstances;
- members of courts of auditors or of the boards of central banks;
- ambassadors, charges d'affaires and high-ranking officers in the armed forces;
- members of the administrative, management or supervisory bodies of state-owned enterprises; or
- directors, deputy directors and members of the board of equivalent function of an international organisation.

Middle ranking and junior officials are not PEPs.

In the UK, only those who hold truly prominent positions should be treated as PEPs and the definition should not be applied to local government, more junior members of the civil service or military officials other than those holding the most senior ranks.

In addition to the primary PEPs listed above, the definition of a PEP also includes:

- family members of a PEP – spouse, civil partner, children, their spouses or partners, and parents
- 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

**We are required to ask you to confirm that you are not a PEP when returning these terms. Please inform us straight away if you believe you may be one.**

## 28. Financial and Investment Advice

If you are in need of exploring your financial

requirements, we are happy to refer you to a firm to undertake this work for you.

We maintain a panel of financial services companies who we may seek to refer to you, but the choice of which, if any, to use is down to you.

Please note that certain members and employees of Spire Solicitors LLP have together an interest of fifty percent in 'Overburys Financial Services Limited' which is on the panel. The remaining fifty percent shareholding is owned by Smith & Pinching Financial Services Limited, a well-respected local company of Independent Financial Advisers based in Norwich and Norfolk.

The staff of Spire Solicitors LLP have complete faith in the professional standards and quality of service of Overburys Financial Services Limited.

## 29. Using your personal data

We can also supply you with free legal updates and marketing information from time to time as part of our retainer with you. If you would like to be included in our database to receive these, please tick the check box below when signing the Acceptance section of these terms and conditions.

## 30. Evidence of your Identity

There are two key stages to meeting our ID requirements for individuals:

- 1 Providing suitable documents which support your ID; and
- 2 Enabling us to verify your ID.

### Suitable ID documents

Please produce to us one document from List A and one document from List B for each client instructing us.

Please contact us if you have difficulty in producing any of these documents.

### Verifying ID documents

In the ordinary course of events, we would like to see the original, not a photocopy and where the ID is photographic from List A, we will need to certify it as being both a true copy of the document and a likeness of the individual.

Options for this are as follows:

- Visit our offices: You can bring your ID into any of our offices; or
- Independent certification: you can ask an independent person of good standing to certify the ID and confirm the likeness of the individual concerned. Examples of such people include Bank/Building society official, Chartered Accountant, Dentist/Doctor, Minister of Religion, Solicitor/Notary and Teacher/Lecturer; or
- Virtually: where you can scan us your ID BUT we will need to arrange a video call (with the camera on) with you to verify the ID and documents provided [which will incur additional charges].

- Digitally: Depending on the work we undertake, currently only Residential Conveyancing, you may be invited to meet our ID requirements through an electronic link which asks you to provide a photo of your ID and a live likeness ('selfie') of yourself.

Please note we will run electronic searches against the information in the documents provided, in order to meet all relevant legal and regulatory requirements we may be subject to.

Also, we *have a legal duty to keep copies for at least three years.*

If you are not able to produce any of the documents we ask for, please tell us and we will discuss with you what other evidence we can use instead.

## Attorneys /Agents

Where we are instructed by an attorney or other agent, the donor of the power of attorney, or principal, is our client and in such cases we require evidence of identity for that person as well as for the attorney or agent with whom we actually conduct the business.

## Partnerships

For partnerships, we require:

- evidence of identity for at least two partners in the business; and
- further evidence from List B in respect of your trading address.

## Companies/Corporations

For companies or corporations, we require:

- evidence of identity in respect of two directors and all main shareholders;
- a copy of the certificate of incorporation;
- a list of all the directors showing their home addresses;
- a list of all the shareholders showing their home addresses; and
- evidence of the registered address.

## Trusts

The rules relating to Trusts are the most difficult to implement. Generally, we have to obtain evidence of identity for:

- the person setting up the trust or providing the funding for it;
- the trustees; and
- all beneficiaries having an interest of 25% or more in the trust (or members of a class of beneficiary holding 25% or more interest)

If we have to obtain any of these details for you, for example by making a search at the Companies Registry, we shall have to pass on the cost to you.

## List A

- a valid full signed passport; or
- a valid H M Forces identity card with the signatory's photograph; or
- a valid UK Photo-card driving licence; or
- An EU member state identity card (*if it gives an address, it may also be accepted as List B evidence but not to satisfy both lists at once*); or
- A Firearm and/or shotgun certificate; or
- Any Government/Official document giving details of right to benefits showing the NI number; or
- Other national identity card containing a photo; or
- Bus pass; or
- Residence permit issued by the Home Office; or
- Photographic registration cards for self-employed individuals and partnerships in the construction industry; or
- A valid Blue Badge issued under the national Blue Badge Scheme ([www.gov.uk/apply-blue-badge](http://www.gov.uk/apply-blue-badge)); or
- Recent Tax assessment or correspondence/tax demand from Inland Revenue showing the NI number.

## List B

- bank, building society or credit union statement or passbook containing current address; or
- a printed copy of an online bank statement plus the associated credit/debit card; or
- a valid UK Photo-card driving licence (only if not produced under List A above); or
- a valid paper UK driving licence (only for List B purposes); or
- a Firearm and/or shotgun certificate (only if not produced under List A above); or
- a utility bill less than three months old; or
- a council tax bill for the current year; or
- a council rent book showing the rent paid for the last three months; or
- a mortgage statement from a lender for the mortgage accounting year just ended; or
- benefit book or original notification letter confirming the right to benefits; or
- confirmation from an electoral register that a person of that name lives at that address; or
- a recent original mortgage statement from a recognised lender; or
- legal professional's letter confirming recent house purchase or land registry confirmation of address; or
- local council or housing association rent card or tenancy agreement; or
- HMRC self-assessment statement or tax demand; or
- house or motor insurance certificate; or
- our written record of any home visit we have made.

Note: A mobile phone bill is not acceptable as proof of address.

## ACCEPTANCE

I/We confirm I/We have understood and agree these terms and conditions, in particular paragraph 20 restricting SPIRE SOLICITORS LLP's liability to me/us to £3m.

I/We further confirm that I am/We are not a PEP as defined in section 27.

**I wish to be included in the promotional database for Spire Solicitors LLP**

Signature.....

Signature.....

Signature.....

Date.....

**Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ('Regulations'), if you have instructed Spire Solicitors LLP on a personal matter (as opposed to a matter in relation to your trade, business, craft or profession) and you have entered into a contract with us either at a distance or off your premises, then you may have a right to cancel that contract.**

**If the Regulations apply to your matter and you wish to cancel the contract, you have the right to do so and you may use this form if you want to, but you do not have to.**

-----  
**(Complete, detach and return this page ONLY IF YOU WISH TO CANCEL THE CONTRACT.)**

#### **Cancellation form**

To: Head of Compliance, Spire Solicitors LLP, Holland Court, The Close, Norwich, Norfolk, NR1 4DY. Tel 01603 677077. Fax: 01603 610700. email [compliance@spiresolicitors.co.uk](mailto:compliance@spiresolicitors.co.uk):

I/we [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods[\*]/for the supply of the following service,  
[describe service]  
Ordered on/received on [\*],

Name of client(s),

Address of client(s),

Signature of client(s) (only if this form is notified on paper),

Date:

[\*] Delete/complete as appropriate