



## Wykeham-Hurford Sheppard & Son Ltd - Terms of Business for all Client Matters

### Table of Contents

1.	ACCEPTANCE OF INSTRUCTIONS .....	3
2.	RESPONSIBILITY FOR WORK .....	3
3.	PROFESSIONAL INDEMNITY.....	3
4.	FEES .....	3
5.	ARRANGEMENTS FOR PAYMENT OF FEES.....	4
6.	COMMISIONS .....	5
7.	PROPERTY TRANSACTIONS.....	5
8.	INSURANCE COMPANIES .....	5
9.	COSTS RECOVERED .....	5
10.	LEGAL AID .....	5
11.	INTEREST PAYMENTS.....	6
13.	COMPLAINTS .....	6
14.	TERMINATION OF RETAINER .....	7
15.	TAX ADVICE.....	7
16.	SPECIALIST ADVICE .....	7
17.	STORAGE OF PAPERS AND DEEDS .....	8
18.	COMPLETION OF DOCUMENTS .....	9
19.	MONEY LAUNDERING.....	9
20.	INSURANCE POLICIES.....	10
21.	LIMITED COMPANIES.....	11
22.	JOINT INSTRUCTIONS .....	11
23.	DISCLOSURE BY YOU.....	11
24.	DISCLOSURE BY US .....	12
25.	DATA PROTECTION .....	12
26.	CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 .....	13
27.	E-MAILS.....	13
28.	COPYRIGHT .....	13

Wykeham-Hurford Sheppard & Son Ltd is a Limited Company Registered in England & Wales. Company Registered Number OC8444130 which is authorised and regulated by the Solicitors Regulation Authority (number 618701).

A list of Directors' names is available for inspection at the Registered Office

6 High Street, Battle, East Sussex, TN33 OAE



29.	DOMICILE AND RESIDENCE.....	14
30.	REGULATIONS AFFECTING YOUR CANCELLATION RIGHTS .....	14
31.	DISABILITIES.....	14
32.	BANK FAILURE .....	14
33.	CASH LIMIT .....	15
34.	RIGHT TO RETAIN MONEY, DOCUMENTS AND PROPERTY.....	15
35.	CONFLICT OF INTEREST .....	16
36.	EQUALITY AND DIVERSITY .....	16
37.	FINANCIAL SERVICES.....	16
39.	OUTSOURCING .....	16
40.	HELP TO BUY SCHEME .....	16
41.	CRIMINAL FINANCES ACT 2017 .....	17



## 1. ACCEPTANCE OF INSTRUCTIONS

Your continuing instructions in this matter will amount to an acceptance of these Terms of Business.

## 2. RESPONSIBILITY FOR WORK

- 2.1 The fee earner working on your transaction or case will be notified to you from time to time.
- 2.2 The secretary or assistant who may be able to deal with your queries and who will be pleased to take any message for you will be notified to you from time to time.
- 2.3 The Director of this Company with ultimate responsibility for work done for you will be notified to you from time to time.

## 3. PROFESSIONAL INDEMNITY

- 3.1 We maintain a level of cover for £3,000,000.00 in respect of each and every matter. If you think you will require a greater level of cover please discuss this with us, but note that we shall not be liable to you for more than £3,000,000.00 in respect of any claim unless we have first agreed with you in writing a greater level of cover and have specifically arranged insurance to that level.
- 3.2 Please also note that we shall be liable to you for a period of six years from the date on which any advice is given, and for no longer period. This is because we are obliged to keep all files for six years from the date on which they are closed, and you and we agree we will not accept a claim if our file for the relevant matter has been destroyed after the expiry of six years.
- 3.3 The name & address of the Insurer and policy number is provided on the Company's website and is displayed and available for inspection at our offices.

## 4. FEES

- 4.1 Unless and until an alternative fee arrangement has been agreed and confirmed in writing by us (e.g. a fixed fee) the basis for calculation of our fees will be in accordance with the Solicitors' (Non-Contentious Business) Order 1994. Our fees will take into account the complexity of the facts and law, the degree or urgency, the importance, the value, the risk and all other relevant circumstances, but nevertheless will be calculated primarily by reference to the time spent by the Director and staff dealing with the transaction or case; the time charged being all time spent on your affairs. This will include attendances upon you and perhaps others; any time spent travelling, considering, preparing and working on papers and correspondence; making and receiving telephone calls.
- 4.2 Except where a fixed fee arrangement is in place you will be informed by letter of our estimate of the likely length of time that we shall spend dealing with your matter based on previous experience. However it is impossible to state in advance with certainty the length of time we shall spend and so the time estimate given should not be regarded as a fixed quotation. Where practicable we will inform you if any unforeseen additional work becomes necessary as, for example, due to unexpected difficulties or if your requirements or the circumstances significantly change during the course of the matter.
- 4.3 Each Director, solicitor and executive's time is charged out at an hourly rate which reflects overhead costs. Routine letters sent out by the Company are charged at 6 minutes a page, telephone calls in 6 minute units and consideration of letters received at 6 minutes per page.
- 4.4 A full breakdown of the time recorded on your business will be provided on request.



4.5 The current hourly rates are set out below. These rates do not include VAT or disbursements which will be added when an invoice is prepared.

Directors	£190.00-£265.00
Consultants (solicitors)	£190.00-£265.00
Litigation Executives	£190.00-£265.00
Associate Solicitors	£150.00-£225.00
Chartered Legal Executives	£190.00-£265.00
Trainee Solicitors	£90.00-£120.00
Conveyancers and Junior Executives	£60.00-£150.00

4.6 Where your instructions require that interviews take place, or other work is carried out, necessarily outside our normal office hours, we reserve the right to increase the level of the hourly rate.

4.7 The hourly rates set out above are normally reviewed annually to take effect from the 1st April and take account of changes in salary and other overhead costs. Details of any revision of rates occurring during the continuance of a case or transaction will be supplied to you. These rates may not be appropriate in the cases of exceptional complexity or urgency. Where it becomes apparent that such circumstances exist, we reserve the right to revise rates in substitution.

4.8 You will also be billed for any disbursements incurred. Disbursements include payments made by us on behalf of you e.g. for such items as Court fees, Counsel's fees, fees for medical reports, search fees, Land Registry or Probate Registry fees etc. We have no obligation to effect such payments unless cleared funds have been provided by you for that purpose. VAT is payable on certain disbursements. The likely disbursements that you will incur will be listed for you.

4.9 Fees are payable whether or not a case is successfully concluded or a transaction completed. If any case or transaction does not proceed to completion for any reason during the period in which we are instructed, then we shall be entitled to charge for work done and expenses incurred to the date up to which work ceases either on a time basis or pro rata if a fixed fee has been agreed but, in our absolute discretion the Company may waive part or all of such entitlement to fees.

4.10 In certain circumstances when client introductions are referred by agents or other independent sources we reserve the right to effect a referral fee to the introducer from our own funds in the sum of £100.00 - £500.00 provided this is communicated to you at the start of your matter.

## 5. ARRANGEMENTS FOR PAYMENT OF FEES

5.1 Interim bills for payment for work done and expenses incurred will be submitted at regular intervals usually of about three months if the matter cannot be completed within three months of instructions being received. In the event of any account or request for payment on account not being paid, we reserve the right to decline to act further in the case. The full amount of work done up to that date will be subject to a final account rendered and will be a debt due from you.

5.2 Interest will be charged at the Law Society recommended rate from time to time from the date of delivery of an account in cases where payment is not made within 30 days of such delivery. The charge will be on a daily basis at the rate specified in the Late Payment of Commercial Debts (Rate of Interest) (No.3) Order 2002 currently 8 per cent over Lloyds TSB Bank plc's base rate.

5.3 In cases of transactions continuing for some period of time, many clients find it convenient to arrange regular payments on account by way of bank standing order. Standing orders should be expressed to be in favour of Wykeham-Hurford Sheppard & Son Ltd. Please contact us for our Bank details.



## 6. COMMISSIONS

If we receive a commission from a third party arising from work we are doing for you, we will credit you with the commission unless you have agreed otherwise or the amount is less than fifty pounds (£50) (excluding VAT).

## 7. PROPERTY TRANSACTIONS

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

7.2 Other property disclaimers / Environmental. It is not our responsibility to carry out a physical inspection of the property nor advise on the valuation of the property nor the suitability of your mortgage nor any other financial arrangements. We shall not advise generally on environmental liabilities where we shall assume, unless you tell us to the contrary, that you are making your own arrangements for any appropriate environmental survey or investigations. We may, however, need to obtain on behalf of your lender, at your expense, an environmental search. However, we will not advise you about any issues relating to the possible contamination of any land which may be relevant to your purchase. We have to tell you that we are not qualified to advise on the results of any search made in that respect and would only be able to report to you the actual results of such a search. This is particularly significant in respect of the potential liabilities that may arise at some future point in time as a result of land contamination or flood risk that are having increasing significance. If you have any doubts, please discuss your concerns with us.

If we are instructed on purchase and we are also acting for your proposed lender, we have a duty to fully reveal to your lender all relevant facts about the purchase and the mortgage. This includes any differences between your mortgage application and information we receive during the transaction and any cash back payments or discount schemes that a seller is giving to you.

## 8. INSURANCE COMPANIES

Where your claim or case is covered by an insurance policy, you will be expected to assign the benefits of that policy to us in relation to the indemnity provisions for costs.

## 9. COSTS RECOVERED

9.1 You will be responsible for payment of our costs and disbursements in full regardless of any order for costs made against opponents. We will discuss with you whether your charges and expenses might be paid by another person. Even if you are successful the other party may not be ordered to pay all your charges and expenses or these may not be recovered from them in full. If the other party is Legally Aided you may not get back any of your expenses even if you win the case. In some circumstances the court may order you to pay the other party's legal charges and expenses, for example, if you lose the case. This would be payable in addition to our charges and expenses. We will discuss with you whether our charges and expenses and your liability for another party's legal charges and expenses may be covered by insurance and if not whether it would be advisable for you to have insurance to meet the other party's charges and expenses. You will be responsible for paying the charges and expenses of seeking to recover any charges and expenses that the court orders the other party to pay.

9.2 It is important to emphasise that you will be responsible for paying our bills even if, as happens occasionally, a third party has offered to pay. Whilst we shall be happy to respect such agreements and collect funds from any such third party, it is you who are our client, and our retainer is with you accordingly.

## 10. LEGAL AID

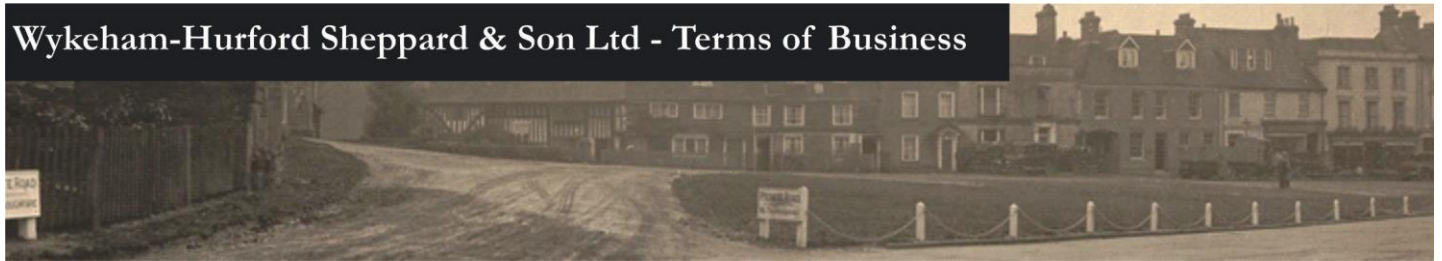
If you instruct this Company, Legal Aid is not available whatever your financial circumstances. However you may be eligible for legal aid and this is a matter you should take independent legal advice on.

Legal Aid is useful to a litigant because if he loses, his liability is limited to his means-tested contribution, and it is unlikely the Court will allow the victor to recover any costs against him. Legal Aid is not free. In most cases it is only

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a loan repaid from the fruits of the action. If the assisted party succeeds and recovers or preserves any asset (except for some exemptions for maintenance and family proceedings), it is subject to the statutory charge. The statutory charge operates to put the recovery or the preserved asset first towards payment of the assisted party's legal costs, and the assisted party only gets the net balance (if any) – often much later because of the time taken in quantifying the final costs. If money is recovered, it has to be paid to the assisted party's solicitor who has to pay it into the Legal Aid Fund who carry out the accounting and pay out the balance. The Legal Aid Agency has no power to reduce or waive the effect of the statutory charge. If a home is involved, it is sometimes possible to delay payment, but the statutory charge then operates like a mortgage and attracts interest until everything is repaid on sale. For more information please discuss this with the person attending to your case (they will be able to confirm if Legal Aid will be relevant to your type of case and if you may qualify) / alternatively go to the LAA website [www.gov.uk/legal-aid](http://www.gov.uk/legal-aid) or telephone them directly on 0300 20 2020.

## 11. INTEREST PAYMENTS

11.1 If we hold money on your behalf, subject to the terms of this paragraph, interest will be calculated and paid to you in accordance with the SRA's Accounts Rules. Subject to certain minimum amounts and periods of time prescribed by the Rules, interest will be calculated and paid at the rate we decide which will not be lower than the rate from time to time payable on National Westminster Bank Plc's Business Services Practice Call deposit accounts less a sum of £75 to take into account the administrative costs of calculation and payment in respect of each amount of interest as and when calculated. The period for which interest will be paid will normally run from the date(s) on which cleared funds are received by us until the date(s) of issue of any cheque(s) in discharge thereof, and where it is reasonable to assume that those cleared funds will be capable of being invested (i.e. there is no expectation of the need to utilise them at the immediate time).

11.2 Where you obtain borrowing from a mortgage lender, we will request the lender to arrange that the advance cheque is received by us a minimum of four working days prior to the completion date to ensure that cleared funds are available in time for completion. You should note that a lender may charge interest from the date of issue of the cheque. Please note that if the money can be sent by CHAPS we will request that we receive it the day before completion.

## 13. COMPLAINTS

We operate our own in-house complaints procedure and we shall ensure that any genuine concerns are fully investigated. Whilst we trust that you will never have any cause for dissatisfaction or complaint, it must be accepted that occasionally there are misunderstandings or even that something goes wrong. In those circumstances we each have duties to each other.

If you do have cause for dissatisfaction or complaint, please make it known. Only in this way can we correct any problem as soon as it arises. You should raise it with the fee earner responsible for the day to day handling of your case in the first instance. They will liaise where appropriate with the Director with overall responsibility for the matter, whose name will have been notified to you, and they will try to resolve it with you. If for any reason this is not successful, please then raise it with Sally Reeve, as Solicitor and Director unless you have already had direct contact with her. We will investigate it as quickly as possible, and we will then give you details in writing of the investigation, and our findings, together with any further comments and explanation which we believe to be appropriate.

If the complaint is still not resolved at the end of this complaints process you have the right to refer your complaint to the Legal Ombudsman at PO Box 6806, Wolverhampton WV1 9WJ; telephone 0300 555 033; website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk) or email [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) . Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint.



Normally, you will have to bring your complaint to the Legal Ombudsman within 6 months of receiving a final response from us about your complaint and 6 years from the date of the act or omission giving rise to the complaint or alternatively 3 years from the date you should reasonably have known there are grounds for complaint (if the act/omission took place before 6 October 2010 or was more than 6 years ago).

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

- An individual;
- A micro-enterprise as defined in European Recommendation 2003/361/EC of 6 May 2003 (broadly, an enterprise with fewer than 10 staff and a turnover or balance sheet value not exceeding €2 million);
- A charity with an annual income less than £1 million;
- A club, association or society with an annual income less than £1 million;
- A trustee of a trust with a net asset value less than £1 million; or a personal representative or the residuary beneficiaries of an estate where a person with a complaint died before referring it to the Legal Ombudsman.
- If you do not fall into any of these categories, you should be aware that you can only obtain redress by using our Complaints Handling Procedure or by mediation or arbitration, or by taking action through the Courts.

Kindly note that you have the right to object to your bill by making a complaint to the appropriate body referred to above and/or by applying to the Court for an assessment of the bill under Part III of the Solicitors' Act 1974 and, if all or part of our bill remains unpaid, we may be entitled to charge interest.

### **14. TERMINATION OF RETAINER**

You may terminate your instructions to us by giving us notice in writing at any time, but we will be entitled to keep all your papers and documents while there is money owed to us for our fees and expenses. You will be responsible for our fees and expenses up until such time as written notice is given.

We may terminate our retainer by notice in writing to you in various circumstances, such as if you do not pay an interim bill or comply with our request for payment on account, or if a conflict of interest arises, or if you give instructions to us or purport to do so which would compromise our professional position. In any such case we must give you reasonable notice depending upon the circumstances, and you will be responsible for our costs and expenses up until the end of that notice period.

### **15. TAX ADVICE**

15.1 Please note that, except on transactions which are specifically related to taxation matters, we will not examine any transaction for the taxation aspects and/or the effect of any tax on what you are proposing, unless you specifically ask us to do so, or unless we otherwise reach agreement to do so. This is because we do not necessarily have the detailed knowledge of your affairs or reasoning behind any given action or transaction, and is stipulated in the interests of clarity.

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

### **16. SPECIALIST ADVICE**

16.1 As you would expect, we are lawyers and give advice on the law but not on other matters. Many transactions do involve the need for specialist advice, whether from valuers, surveyors or other specialists. Please note that in the absence of express agreement reached between us, we will give no specialist advice on matters other than the law so far as it applies in England and Wales. In particular in relation to all property transactions we can give no advice on the condition of the property, and in relation to environmental issues relating to contaminated land or pollution, we will not seek any specialist environmental report unless you specifically request us to do so. For some matters, with your



approval, we will instruct external specialist advisers such as barristers. When we appoint such a specialist, we do so as your agent, and the specialist will advise independently of this Company and you will be responsible for payment of their professional fees.

### 16.2 Opinions from Barristers and other Third Parties

We may retain, for our subsequent use, a copy of the advice or opinion of any barrister or other third party given in written form (or any note of any advice or opinion) obtained in the course of providing the Services. Any barrister or other third party will be instructed on the basis that any such advice or opinion will be so retained.

If we retain a copy of any advice or opinion in this manner we will take all reasonable steps to conceal information (such as names, addresses or descriptions) which might reasonably enable you to be identified.

## 17. STORAGE OF PAPERS AND DEEDS

17.1 We will keep our file of papers (including electronic records) (except original Wills, Title deeds and other such formal documents which are held in safe custody without time limit and for any of the papers which you ask to be returned) for at least six years from completion of the matter. After the expiration of that period we will be at liberty to destroy such papers and electronic records as we consider to be of no further relevance in our discretion unless you notify us in writing that you wish the papers to be retained. In that event you will have the option of collecting the papers from our office and retaining them yourself.

17.2 Storage of our files is located safely and securely offsite. Should we be required to retrieve your file for you any time after 6 months of the matter being closed there will be a fee. This is currently £25.00 plus VAT.





17.3 We provide a safe custody service to you in respect of Wills, deeds and other securities and no charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date to be specified in that notice.

17.4 Where stored papers, Wills, deeds or securities are retrieved from storage by us in connection with continuing or new instructions to us to act in connection with your affairs, a charge may be made for such retrieval. We also reserve the right to make an administration charge based on time spent in retrieval and any perusal, correspondence or other work necessary to comply with the instructions given by you or on your behalf.

### 18. COMPLETION OF DOCUMENTS

Following the case of *Atkins v Dunn Baker* (2004), please note that if you instruct us to prepare a document, whether it be a Will, a commercial agreement, or any other document, please note that our duty is to draft the document on the basis of the information supplied by you; to draft it in accordance with the law in force at the date we submit the document to you; but it is your responsibility to ensure that you read it, check that it fulfils your requirements, and to ensure that it is executed or signed correctly. We are not under a duty to follow matters up in the event that you do not make further contact with us.

### 19. MONEY LAUNDERING

The law now requires solicitors as well as banks, building societies and others to obtain satisfactory evidence of the identity of their client. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wishing to launder money. In order to comply with the law on money laundering we will need to obtain evidence of your identity as soon as practicable.

Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency.

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

We may terminate the provision of any Services to you, or be instructed to do so by the relevant authorities, if you fail to comply with your obligation to provide evidence of identity or we suspect that you or any other party connected with you or your matter is involved in activities proscribed by POCA.

Under the Money Laundering Regulations (as amended) we are obliged to inform Companies House if there is any discrepancy between the information that they hold about a beneficial owner of a company, limited liability partnership or Scottish Limited or qualifying partnership and the information that is on the public record of people with significant control (PSC) register.

Our obligation to make such notification will, in certain circumstances, override our duty of solicitor/client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such notification.

We may be required in accordance with the EU Directive on administrative cooperation (DAC6), or other subsequent legislation or regulations to notify HMRC of any cross border arrangements.

Our obligation to make any such notification will, in certain circumstances, override our duty of solicitor/client



confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such notification.

### 20. INSURANCE POLICIES

In this section we refer to any insurance policy or contract with which we may assist you. We are not authorised by the Financial Conduct Authority to arrange such insurance. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activities, which means 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, can be sought via the Solicitors Regulation Authority or Legal Ombudsman. The register can be accessed by the Financial Conduct Authority website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register).

We do not anticipate arranging any insurance contracts save in relation to restrictive covenant indemnity policies or various policies relating to defects in title, road bonds, service bonds, search validations, etc.



The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society. The Legal Ombudsman is the independent and impartial complaints handling body established by the Legal Services Act 2007 who will investigate any complaints made against solicitors. The Legal Ombudsman can be contacted at PO Box 6806, Wolverhampton WV1 9WJ; telephone: 0300 555 0333; website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk).

We only deal with products from one specialist broker for restrictive covenant indemnity policies, defective title indemnity policies and other relevant and necessary bonds or insurance, but we are not contractually obliged to conduct business in this way. The reason we do so is because otherwise we need to analyse the market or consider a range of insurers, which will add to the cost of your transaction. Arranging insurance in this way helps to keep any additional costs to a minimum.

20.5 Our Insurance Distribution Compliance Officer is Sally Reeve.

### 21. LIMITED COMPANIES

Where we are instructed to act on behalf of a limited company, the director or directors giving us the instructions acknowledge that they are personally responsible for ensuring that the company is in a position to discharge our accounts together with VAT disbursements, and that they will ensure that the company actually does so.

### 22. JOINT INSTRUCTIONS

It is very common for two and more people to be parties to a transaction, whether it is husband and wife buying a house, brothers engaging in a business transaction or directors of a company dealing with corporate affairs. Please note that once we have obtained instructions from each of you to proceed, we shall be entitled to act upon the instructions of any one of you, unless any of you informs us in writing that we are to take instructions from all of you on each occasion.

### 23. DISCLOSURE BY YOU

23.1 Intentions for the Future: If you are buying a property, in particular, but also in any other case, we can only know your intentions for the future if you tell us. It is your duty to tell us if you wish to extend any property or alter its use so that we can consider whether or not this is restricted. In any other case it is your duty to let us know your future intentions unless they are obvious. If you do not do so, we shall not be liable to you if you are unable to achieve your intentions.

23.2 Past Matters: Again, it is your duty to inform us of events which have taken place which affect any of the documentation. We shall not be liable to you for any loss arising as a result of such non-disclosure.

23.3 Insolvency: If you are or at any time you have been insolvent you must tell us, in case it affects your transactions.



## 24. DISCLOSURE BY US

Whilst normally everything you tell us and all business conducted by us will be kept strictly confidential, there are a small number of exceptions. For example, if you are taking a mortgage on a property, we may have to disclose information to your mortgagee (if you instruct us not to do so, we cannot act for you); your file may be inspected by our accountants whilst carrying out their audit under the SRA's Accounts Rules; the Law Society may audit your file in accordance with our CQS accreditation, your file may be reviewed as part of a due diligence exercise if we are considering the sale of this business or the acquisition of another business, or, very occasionally, a Court may order disclosure of a file. In such circumstances our duty of disclosure overrides our duty of confidentiality to you. Where we are working with others on your behalf (e.g. accountants) you authorise us to disclose information so that we can work as a team for your benefit.

All advice given to clients is entirely confidential, but:

- Money laundering regulations may require disclosure of confidential information by law. Please note that we accept no responsibility for any loss arising from compliance with the money laundering provisions of the Proceeds of Crime Act 2002 and any amending legislation howsoever caused.
- The Solicitors Regulation Authority and other supervisory bodies may call for a file which is the subject of a complaint.
- A court order can compel disclosure of confidential material in certain circumstances.

As part of our continuing commitment to providing a high quality of service to all our clients, Wykeham-Hurford Sheppard & Son LTD maintains accreditation with the Law Society's Conveyancing Quality Scheme. The audit procedure laid down by this scheme may require examination of clients' confidential files from time to time under strictly controlled circumstances and only to duly appointed and qualified individuals. Acceptance of these terms and conditions by any client is deemed to include consent to such disclosure, which may be withdrawn by you in writing at any time.

We may store information about you, your matter or any other documents or correspondence relating to your file(s) using Cloud Based Technology. We have a legitimate interest in acting in this way and take precautions to protect your personal data. If you do not wish for your file to be stored in this way, please inform us in writing before we commence work on your matter.

## 25. DATA PROTECTION

You have a series of rights outlined under Data Protection legislation over how your personal data is used, including erasure in specific circumstances. However, we may not always be able to agree with the exercise of such rights, as often your personal data remains necessary in relation to the purpose for which it was originally collected and processed. Further information is available in our Client Privacy Policy, a copy of which is available with our Terms of Business on our website [www.whss.co.uk](http://www.whss.co.uk).

### What personal information we process

The categories of personal data we process include general personal data (which includes normal personal data, personal identity, email addresses and personal financial data) and special categories of personal data if these have been voluntarily provided to us (which includes ethnicity, nationality and medical history).



## How we use your personal information

When your file is open, the personal data is necessary in relation to the purpose for which it was originally intended. We process your personal information to fulfil our contract with you, or where you or we have a legitimate interest in doing so, where otherwise permitted by law, or to comply with applicable law and regulation. We use your personal information for:

- Service provision and internal processing (i.e. to assess and/or provide and to service your matter).
- Management of relationship (e.g. to develop your relationship with us).
- Resolving queries.
- Training and service review (e.g. to help us enhance our services and the quality of those services).
- Statistical analysis (e.g. to help us enhance our products and services or delivery channels to keep costs down).
- Complying with legal obligations (e.g. to prevent, investigate and prosecute crime, including fraud and money laundering).

When your matter is completed and / or your file is closed, we may still process your personal information where we have a legitimate interest in doing so, where we are permitted by law, or to comply with applicable laws and regulation.

Examples of such instances will include:

- Complying with legal obligations for statutory and regulatory requirements including for example, HMRC Returns, complaint handling, anti-money laundering, reporting to our regulatory body – the Solicitors Regulation Authority;
- Archiving and Storage of your file for the periods outlined in our Retention Policies – see section 39 of these Terms of Business. (Archiving and Storage of personal data is still classed as a processing activity even though it is not being regularly accessed and remains securely locked away); and
- Our legitimate interests to conduct conflict of interest checks, statistical analysis and research to help us enhance our products and services.

## How We Share Your Information

- We may share your personal data with a range of organisations which enable us to fulfil our contract with you, or where we have legitimate interests to do so, or otherwise are required by applicable law and regulation. We can provide more details specific to your personal data on request.
- For further information on how we use your data please see our Client Privacy Policy which is available on request or can be viewed and downloaded at [www.whss.co.uk](http://www.whss.co.uk).

You have a right to complain to the Information Commissioner's Office (<https://www.ico.org.uk>), which regulates the processing of personal data. You may also seek a judicial remedy.

## 26. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Please note that our contract is with you and not with any third parties. We hereby expressly exclude any obligation or liability to third parties and nothing in this agreement shall confer on any third party any benefit or the right to enforce any terms of this agreement, save as may expressly be agreed.

## 27. E-MAILS

The Law Society has advised that e-mails are potentially a non-secure means of communication, and may result in a loss of confidentiality. Whilst therefore we are happy to communicate with you by e-mail if you wish us to do so, you should please note that we will do so solely on the basis that we will not be liable to you for any loss you may suffer if any of the information contained or referred to therein reaches third parties.

## 28. COPYRIGHT

We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing the Services (including know-how and working materials as well as final documents). We now

Wykeham-Hurford Sheppard & Son Ltd is a Limited Company Registered in England & Wales. Company Registered Number OC8444130 which is authorised and regulated by the Solicitors Regulation Authority (number 618701).

A list of Directors' names is available for inspection at the Registered Office

6 High Street, Battle, East Sussex, TN33 0AE



grant you a non-exclusive, non-transferable, non-sublicensable licence to use such documents or other works solely for the Matter to which the Services of developing or generating them relate and not otherwise. If you do not pay us in full for our Services in relation to that Matter we may, on giving you notice, revoke that licence and only re-grant it to you once full payment has been made.

### 29. DOMICILE AND RESIDENCE

Please let us know if you are not domiciled in the United Kingdom, or if you are not ordinarily resident in the United Kingdom. The same will also apply if you are going to be in the future or have been in the past resident abroad. Unless you tell us, we shall assume that you are both domiciled and resident in the United Kingdom.

### 30. REGULATIONS AFFECTING YOUR CANCELLATION RIGHTS

Under the Consumer Contracts (Information, Cancellation and additional charges) Regulations 2013 if we have not met you either in person (because, for example, instructions and signing of the contract documentation is taking place by telephone/mail, e mail or on-line – ie: by way of a “distance” contract) or we have taken instructions and a contract has been concluded away from our business premises (because, for example, we have met with you at home - ie: by way of an “off-premises” contract) and the contract was entered into on or after 14 June 2014, you have the right to cancel this contract within 14 calendar days of entering into the contract without giving any reason.

The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.

To exercise your right to cancel, you must inform us Wykeham-Hurford Sheppard & Son Limited, by writing to us at 6 High Street, Battle, West Sussex, TN33 0AE, or by fax on: 01424 775717 or by email [sally.reeve@whss.co.uk](mailto:sally.reeve@whss.co.uk) of your decision to cancel this contract by a clear statement (eg: a letter sent by post, fax or e mail). You may use the model cancellation form attached to your Client Care Letter, but it is not obligatory. To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Should you require the work to be commenced within the 14 calendar day cancellation period, you must provide your agreement to that in writing, by e mail, post or fax to enable us to do so. By signing and returning the Conveyancing Questionnaire sent to you with your Client Care letter, you are providing your agreement in writing to enable us to commence work within the 14 calendar day cancellation period. Where you have provided your consent for work to commence within the 14 calendar day cancellation period and you later exercise your right to cancel, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation. Unless you make an express request for us to commence work within the 14 day period (i.e. by signing and returning the completed Conveyancing Questionnaire, we will not be able to undertake any work during that period.

### 31. DISABILITIES

If you suffer from a disability, please let us know. It may mean that we shall come to see you in your home if that is appropriate, or we can be ready to provide assistance to you when you arrive. Please note that if you do not notify us of any disability, we shall not be under any liability to you in respect of our premises in the event of any accident which otherwise could have been avoided.

### 32. BANK FAILURE

The Financial Services Compensation Scheme “FSCS” is the UK’s Statutory compensation scheme for customers of financial services firms. The FSCS can pay compensation to consumers if a company is unable, or likely to be unable, to pay claims against it.



In the event of a banking failure it is unlikely that the Company would be held liable for any losses of client account money. If a corporate body client is not considered a small company by FSCS, then they will not be eligible for compensation.

We currently hold our client account funds in National Westminster Bank PLC. The £85,000 Financial Services Compensation Scheme (FSCS) limit will apply to each individual client so if you hold other personal monies yourself in the same bank as our client account, the limit remains £85,000 in total, so it may be advisable to check with your own bank, the Financial Conduct Authority or a financial adviser for further information as some banks now trade under different trading/ brand names.

The FSCS provides a £1m protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details of what constitutes a temporary high balance and the rules relating to the protection can be found at [www.fscs.org.uk](http://www.fscs.org.uk).

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

### **33. CASH LIMIT**

Our practice's policy is not to only accept cash up to £400.00. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds. Where we have to 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.

### **34. RIGHT TO RETAIN MONEY, DOCUMENTS AND PROPERTY**

As a contractual right, in addition to any right to retain money, Documents and property available to us under the general law (lien), we have the right to retain your money, Documents and property (whether held in relation to the Services for which payment has not been made or any other Services) until you have paid us in full.



## 35. CONFLICT OF INTEREST

Please note that we have accepted your instructions on the basis that there is no conflict of interest arising that would prohibit us from acting in your best interests and in the best interests of any other client or in the event that there is a conflict between your best interests and the interests of any member of this Company. If this transpires to not be the case or should a conflict of interest unexpectedly arise then it may be necessary for us to stop acting for you or our other client or both of you depending on the circumstances. We will give as much notice to you as possible if this is the case.

## 36. EQUALITY AND DIVERSITY

We are committed to ensuring equality and diversity in all aspects of our practice. We will not discriminate in the way we provide our services on the grounds of age, disability, gender re-assignment, marriage and civil partnerships, pregnancy and maternity, race (including colour, nationality (including citizenship) ethnic or national origins, religion or belief, sex or sexual orientation. A copy of our equality and diversity policy and Report on Diversity within the firm can be viewed at our offices upon request.

## 37. FINANCIAL SERVICES

If during the course of the matter upon which we are advising you, you need advice on investments, we may have to refer you to someone who is authorized by the Financial Conduct Authority, as we are not. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

If you have any problem with the services we have provided for you, then please let us know. We will try to resolve any problem between ourselves. If for any reason we are unable to resolve the problem between us, then we are regulated by the Solicitors Regulation Authority and complaints and redress mechanisms are provided through the Solicitors Regulation Authority and the Legal Ombudsman.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent and impartial complaints handling body established by the Legal Services Act 2007.

## 39. OUTSOURCING

Please note that we outsource file storage to Cube Records Management of Edward Baden House, Bell Lane, Uckfield, East Sussex, TN22 1QL. Please do let us know as soon as possible if you do not want your file storage to be outsourced.

Sometimes we ask other companies or people to do typing/ photocopying/ other administrative duties on our files to ensure this is done promptly. We believe we have a legitimate interest in doing this. We will always seek a confidentiality agreement with these outsourced providers, If you do not want your file to be outsourced, you should tell us in writing when instructing us to proceed with your matter.

## 40. HELP TO BUY SCHEME

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

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





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

By signing and dating a copy of these Terms of Business (or) the accompanying client care letter (or) the buyer questionnaire, you agree to us providing all necessary Relevant Personal Data to HM Treasury and to the Administrator and / or to any sub-contractor of HM Treasury or of the Administrator and to the processing of your Relevant Personal Data by any or all of the aforementioned parties.

### **41. CRIMINAL FINANCES ACT 2017**

We are committed to promoting compliance with the requirements of the Criminal Finances Act 2017.

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