



## TERMS OF ENGAGEMENT

In accordance with our professional rules we are obliged to inform our clients in writing of the basis on which we provide our services, making it clear from the outset what you, as our client, and us, as your professional advisers, can expect in various circumstances. These terms will not limit our professional duty to safeguard your interests and to provide proper advice. They are subject to change from time to time and we will advise you of any changes that may take place during the course of the engagement

The following terms apply to all engagements accepted by Regulatory Law Limited (trading as Optimum, Optimum Professional Services and Hoffman Briggs) except where changes are expressly agreed in writing.

Please read the following terms carefully and confirm your acceptance and consent by signing and returning the duplicate enclosed.

### Practice licence and contact information

Head of Legal Practice: Mr Iain Mason

CLC Licence number: 11218

Telephone: 01793 538198

Email: [info@optps.co.uk](mailto:info@optps.co.uk)

Address: Vicarage Court, 160 Ermin Street, Swindon SN3 4NE

### 1. Applicable law

1.1 Our Engagement Letter, Schedules of Service and these Terms of Business (as may be amended from time to time) will form the basis of our engagement together with any supplemental documentation agreed between you and us (hereinafter referred to as 'the engagement'). They are governed by and should be construed in accordance with English law. Each party agrees that the courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning the engagement and any matter arising from it on any basis. Each party irrevocably waives any right to object to any action being brought in those Courts, to claim that the action has been brought in an inappropriate forum, or to claim that those Courts do not have jurisdiction.

1.2 The advice we give you will be based on the law applicable at that time. We will not accept responsibility if you act on advice previously given by us without first confirming with us that the advice is still valid in light of any change in the law or in your circumstances. We will accept no liability for losses arising from changes in the law, or the interpretation thereof, that occur after the date on which the advice is given.

### 2. Bribery Act

In accordance with the requirements of the Bribery Act 2010 we have policies and procedures in place to prevent the business and its partners or directors and staff from offering or receiving bribes.

### 3. Client money

3.1 We do operate a client account in relation to the legal services that we offer and this is held for you (and your lender where applicable) in accordance with our professional rules of conduct and practice.

3.2 You must ensure that you have adequate funds in place to enable you to complete your transaction and to pay all fees and disbursements. We will provide you with our client bank account details at the appropriate time

Please note that our client account details will not change.

We will NOT send our bank details to you by email for security reasons and we would recommend that you do NOT send us your bank details this way.

3.3 If we do not receive your funds in time, and clearance is delayed because you submit the funds too late, or by inappropriate means, you may well find yourself in breach of contract and liable for damages and compensation in accordance with the contract you have entered into. We will not be held liable for any further delays or loss that arises from this, for as long as your funds remain un-cleared

3.4 All fees and disbursements must be paid and cleared before completion of the transaction. Where you are buying or leasing property, this will include stamp duty land tax, and land registry fees, as well as all other disbursements expended (or to be expended) on your behalf. We shall deduct payment of our fees from the funds received from you, after sending you a financial statement showing the flow of funds in your transaction.

3.5 Unless it is agreed to the contrary in writing, we are not required to open any special deposit account or to account to you for interest that accrues or might accrue on any money that we receive from you or on your behalf.

### 4. Commissions or other benefits

4.1 We do not request or receive referral fees from third parties.

4.2 Our clients are continually recommending us to their friends and family because of the quality and personal service we provide.

4.3 However we do believe in doing all we can to support local businesses, and in rare cases, we may agree to pay an introducer a fee. In such cases, we will confirm this in writing to you in our Engagement Letter. Please note that this arrangement will not affect our legal fees to you and you are of course free to choose any other legal adviser if you prefer to do so.

## 5. Complaints procedure

- 5.1 If you have any Complaint about the way in which your matter has been dealt with this is the procedure which will be followed.
- 5.2 A Complaint is an oral or written expressions of dissatisfaction which alleges that the complainant has suffered (or may suffer) financial loss, distress, inconvenience, or detriment.
- 5.3 We aim to resolve any Complaint you have about the service we have given you as quickly as possible. If you are unable to sort things out with the person who has been dealing with you please contact Tracey Heath ([theath@optps.co.uk](mailto:theath@optps.co.uk)).
- 5.4 Once we have received your Complaint, Tracey Heath will write to you within 7 days to explain how your Complaint will be investigated. If a complete response to your Complaint has not been made by that time. You will be told the latest date by which a complete answer will be given to your Complaint. This should be not more than 28 days after we received your Complaint. If you have made the Complaint verbally - either at a meeting or on the telephone - we will set out in our full response our understanding of the nature of your Complaint
- 5.5 The assessment of the Complaint will be based upon a sufficient and fair investigation. We will explain in writing our findings and where the Complaint is upheld will offer remedial action or redress. This will be actioned promptly.
- 5.6 If you are dissatisfied with any aspect of our handling of your Complaint, please feel free to contact Jonathan Lacey ([jlacey@optps.co.uk](mailto:jlacey@optps.co.uk)), who will conduct a separate review of your Complaint. You will be told about the conclusion of this review within 28 days.
- 5.7 If after following the review process you remain dissatisfied with any aspect of our handling of your Complaint, you may directly contact the Legal Ombudsman to ask them to consider the Complaint further:

Tel no: 0300 555 0333

Website: <http://www.legalombudsman.org.uk/>

Address: Legal Ombudsman, PO Box 6167, Slough SL1 0EH

- 5.8 Before referring a complaint to the Legal Ombudsman, you are required to give us an opportunity to deal with your complaint under our own complaints handling process. If we haven't responded within eight weeks of your complaint, you can refer your complaint to the Ombudsman.
- 5.9 If we have responded within eight weeks, you can refer your complaint to the Ombudsman once we have made it clear that we have issued our final response.

- 5.10 You must refer your Complaint to the Ombudsman within six months of receiving our final written response to your Complaint.
- 5.11 A Complaint needs to be referred to the Ombudsman within one year of the problem you are complaining about happening, or if the problem occurred more than one year ago, you need to bring your complaint to the Ombudsman within one year of you becoming aware of the problem. The Ombudsman has strict time limits and if you fail to do so, it is unlikely that they will be able to investigate your complaint as they are only able to investigate complaints which fall outside their time limits where it is considered fair and reasonable to do so.
- 5.12 The date a complaint is referred to the Ombudsman cannot be before either we have issued our final response, or eight weeks have passed since the complaint was raised with us. After that, the date will be determined as either the date the Legal Ombudsman received a fully completed complaint form, or the complaint correspondence.
- 5.13 In addition to the above, if you make a valid claim against us for a loss arising out of work for which we are legally responsible, and we are unable to meet our liability in full, you may be entitled to claim from the Compensation Fund administered by the Council for Licensed Conveyancers (from whom details can be obtained).
- 5.14 Alternative Dispute Resolution entities which have been certified under the EU Consumer ADR Directive (such as Ombudsman Services [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)) exist to deal with Complaints about legal services should both you and our firm wish to use such a scheme.

## 6. Conflicts of interest

- 6.2 We will inform you if we become aware of any conflict of interest in our relationship with you or in our relationship with you and another client, unless we are unable to do so because of our confidentiality obligations. We have safeguards that can be implemented to protect the interests of different clients if a conflict arises. Where conflicts are identified which cannot be managed in a way that protects your interests then we regret that we will be unable to act for you.
- 6.3 If there is a conflict of interest that is capable of being addressed successfully by the adoption of suitable safeguards to protect your interests, then we will write to you and advise you of the position, and request your consent to continue. If you give your consent to continue, we will adopt those safeguards. We reserve the right to provide services for other clients whose interests are not the same as yours or are adverse to yours, subject of course to the obligations of confidentiality referred to above.

## 7. Confidentiality

- 7.1 The information and documentation you provide us is confidential and subject to legal professional privilege unless stated otherwise in this document or our letter

confirming your instructions, such as in relation to prevention of money laundering and terrorist financing or we advise you otherwise during the course of your matter

- 7.2 We cannot absolutely guarantee the security of information communicated by email or mobile phone. Unless we hear from you to the contrary, we will assume that you consent for us to use these methods of communication

## 8. Data Protection

- 8.1 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

- 8.2 Our use of that information is subject to your instructions, the Data Protection Act 2018, including the UK law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. Under data protection legislation you have a right of access to the personal data that we hold about you.

- 8.3 We may from time to time send you information that we think might be of interest to you. If you do not wish to receive that information please notify our office, preferably in writing.

- 8.4 We will only take instructions from you or any person that you have authorised in writing.

## 9. Disengagement

- 9.1 You may end your instructions at any time, by giving us notice in writing. We can keep all your papers and documents while our charges or disbursements are outstanding.

- 9.2 In rare cases, a problem may arise such as a breakdown in the relationship of trust and mutual respect between this firm and you, as our client, or where we cannot reasonably obtain instructions. If this situation arises then we can, on giving you reasonable notice and a full explanation, decline to act for you and ask you to appoint another professional adviser. If we cease to act for you in these circumstances, then we shall prepare and send to you an invoice for the work carried out to date, including all disbursements expended on your behalf.

## 10. External Auditing

External firms or organisations may conduct audit or quality checks on our practice, eg our regulator (the CLC), our accountants or assessment bodies for quality

accreditations. These external firms or organisations are required to maintain confidentiality in relation to your files. Please contact Tracey Heath ([theath@optps.co.uk](mailto:theath@optps.co.uk)) if you do not wish your files to be disclosed to external auditors.

## 11. Fees and payment terms

- 11.1 Our estimate of fees and disbursements is based on the information you have given us. You will appreciate that it is not always possible to foresee at the outset all disbursements that will be needed, and occasionally additional searches and enquiries, resulting in additional costs, will be required. For example, if you are buying property, there could be a change in the purchase price that directly affects the level of Stamp Duty Land Tax and Land Registry fees.

- 11.2 In some cases, unexpected developments may make the transaction more complicated or protracted than anticipated and this may entail additional fees. However, if this should happen, we would advise you of any significant increase in our fees and/or disbursements when they arise. If you disagree with the changes, you should write to us promptly with your reasons.

- 11.3 Where you are selling or buying a leasehold property (including shared ownership) or buying under the help to buy scheme, an additional fee (of at least £300 plus VAT at the prevailing rate) will be charged. If you have already advised us that the property is leasehold, shared ownership or a help to buy purchase, then the additional fee will be included in our estimate.

- 11.4 Our fees may depend not only upon the time spent on your affairs by the directors, our staff and any sub-contractors but also on the level of skill and responsibility, and the importance and value of the advice that we provide, as well as the level of risk.

- 11.5 If we provide you with an estimate of our fees for any specific work, then the estimate will not be contractually binding unless we explicitly state that to be the case.

- 11.6 Where we have indicated a fixed fee for the provision of specific services or an indicative range of fees for a particular assignment, it is not our practice to identify fixed fees for more than a year ahead as such fee estimates need to be reviewed in the light of events. If it becomes apparent to us, due to unforeseen circumstances, that a fee estimate is inadequate, we reserve the right to notify you of a revised figure or range and to seek your agreement thereto.

- 11.7 If it is necessary to carry out work in excess of the responsibilities outlined in our Engagement Letter it will involve additional fees.

- 11.8 In some cases, you may be entitled to assistance with your professional fees. Assistance may be provided through insurance policies you hold or via membership of a professional or trade body. Other than where such services were arranged through us you will need to advise us of any such insurance cover that you have. You will remain liable for our fees regardless of whether all or part are liable to be paid by your insurers.

11.9 Our fees are exclusive of VAT which will be added where it is chargeable. Any disbursements we incur on your behalf and expenses incurred in the course of carrying out our work for you will be added to our invoices or financial statements where appropriate.

11.10 Unless otherwise agreed to the contrary our fees do not include the costs of any third party, counsel or other professional fees.

11.11 We reserve the right to charge interest, compensation and reasonable costs under the Late Payment of Commercial Debts (Interest) Act 1998 and it is agreed that the term implied by that Act shall apply after any judgment as well as before. Any reference to Late Payment of Commercial Debts (Interest) Act 1998 is also a reference to any amendment, modification or re-enactment of it. If for any reason the Late Payment of Commercial Debts (Interest) Act 1998 does not apply interest shall be payable on overdue amounts at 8% over the Bank of England Base Rate from time to time.

11.12 If you do not accept that an invoiced fee is fair and reasonable you must notify us within 21 days of receipt, failing which you will be deemed to have accepted that payment is due.

11.13 Without prejudice to our right to claim costs under the Late Payment of Commercial Debts (Interest) Act 1998, if for any reason any payment is not made when due we reserve the right to be paid on an indemnity basis any costs we incur in recovering any money due under the engagement (and the costs of recovering such costs) including our administrative costs and any legal costs or costs incurred with debt collection agencies. Our administrative costs may include the cost of employing the staff concerned and the overheads attributable to them for the time spent. In calculating our administrative costs credit will be given for any compensation due under the Late Payment of Commercial Debts (Interest) Act 1998. If proceedings are issued a minimum contribution of £200 (in addition to the fixed costs of issue) will be claimed towards any legal costs incurred.

## **12. Stamp duty land tax (SDLT)**

If you are purchasing a property (or leasing commercial premises) then you will shortly receive from us an explanation of the changes that have taken place in relation to the new stamp duty rules. The amount payable under SDLT may be the same as under the old rules, and you may think there is no difference. There are however, huge differences, all of which will be explained later. The explanation will include telling you why we make an additional charge in connection with submitting the SDLT return and you will find reference to this charge in our estimate.

## **13. Mortgages**

If you are obtaining a mortgage to help finance a property purchase, please note it is your responsibility to comply with all of the terms and conditions of your mortgage offer. In particular you should be aware of any deductions, money being withheld or money due in penalties or interest on early repayment. We will request your mortgage funds to arrive in our client bank account the day before completion (or three days before if the completion date falls on a Monday). This is because the lender will not guarantee what time of day the funds will arrive and you could find yourself in breach of contract if the funds arrive too late on the actual day of completion. Please note that some lenders will charge interest from the day the funds are drawn down.

## **14. Implementation**

We will only assist with implementation of any advice given to you if specifically instructed and agreed in writing.

## **12 Intellectual property rights**

12.1 We will retain all copyright in any document prepared by us during the course of carrying out the engagement save where the law specifically provides otherwise.

12.2 You are not permitted to use our name in any statement or document you may issue unless our prior written consent has been obtained. The only exception to this restriction would be statements or documents that, in accordance with applicable law, are to be made public.

## **13. Interpretation**

13.1 If any provision of our Engagement Letter or Terms of Business is held to be void, then that provision will be deemed not to form part of the engagement.

13.2 In the event of any conflict between these Terms of Business and the Engagement Letter or appendices, the relevant provision in the Engagement Letter or Schedules of Service will take precedence.

## **14. Internal disputes within a client**

Where we are acting for you in your capacity as a business owner, and we become aware of a dispute between the parties who own or are in some way involved in the ownership and management of the business, it should be noted that our client is the business. Unless otherwise agreed by all parties we will continue to supply information to the normal place of

business for the attention of the directors/proprietors. If conflicting advice, information or instructions are received from different directors / principals in the business we will refer the matter back to the board of directors/the partnership and take no further action until the board/partnership has agreed the action to be taken.

#### **15. Insurance mediation services**

15.1 Regulatory Law Limited is not authorised by the Financial Conduct Authority. However, we are included in the register maintained by the Financial Conduct Authority so that so that we can carry on Insurance Distribution Activities, which is broadly advising on, selling and administration of insurance contracts. This part of our business is regulated by the Council for Licensed Conveyancers, and arrangements for complaint or redress if something goes wrong are subject to the jurisdiction of the Legal Ombudsman ([www.legallombudsman.org.uk](http://www.legallombudsman.org.uk)),. The register can be accessed via the Financial Conduct Authority website at <https://register.fca.org.uk>.

#### **16. Lien**

Insofar as we are permitted to do so by law or professional guidelines, we reserve the right to exercise a particular lien over all relevant documents and records in our possession relating to all engagements where fees and disbursements are outstanding.

#### **17. Limitation of liability**

17.1 We will provide services as outlined in the Engagement Letter with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses caused by our negligence or wilful default. However, to the fullest extent permitted by law, we will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities where you or others supply incomplete, misleading or false information, or fail to supply any appropriate information or where you fail to act on our advice or respond promptly to communications from us or the tax authorities.

17.2 You will not hold us, our directors and staff, responsible, to the fullest extent permitted by law, for any loss suffered by you arising from any misrepresentation (intentional or unintentional) supplied to us orally or in writing in connection with the engagement. You have agreed that you will not bring any claim in connection with services we provide to you against any of our partners or employees personally.

17.3 Our work is not, unless there is a legal or regulatory requirement, to be made available to third parties without our written permission and we will accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

17.4 You agree to indemnify us and our agents in respect of any claim (including any claim for negligence) arising out of any unauthorised disclosure of our advice and opinions, whether in writing or otherwise. This indemnity will extend to the cost of defending any such

claim, including payment at our usual rates for the time that we spend in defending it.

#### **18. Limitation of third party rights**

The advice and information we provide to you as part of our service is for your sole use and not for any third party to whom you may communicate it unless we have expressly agreed in the Engagement Letter that a specified third party may rely on our work. We accept no responsibility to third parties, including any group company to whom the Engagement Letter is not addressed, for any advice, information or material produced as part of our work for you which you make available to them. A party to the engagement is the only person who has the right to enforce any of its terms and no rights or benefits are conferred on any third party under the Contracts (Rights of Third Parties) Act 1999.

#### **19. Period of engagement and termination**

19.1 Unless otherwise agreed in writing, our work will begin when we receive your written instructions which will include a signed copy of our Terms of Business, your completed and signed client instruction forms and/or Engagement Letter, the documents required to evidence your identity and any other documents we have requested in order to carry out the work on your behalf. We will not be responsible for periods before that date unless agreed in writing.

19.2 Each of us may terminate the engagement by giving not less than 21 days' notice in writing to the other party except where you fail to cooperate with us or we have reason to believe that you have provided us (or HM Revenue and Customs) with misleading information, in which case we may terminate this agreement immediately. Termination will be without prejudice to any rights that may have accrued to either of us prior to termination.

19.3 We reserve the right to terminate the engagement between us with immediate effect in the event of: your insolvency, bankruptcy or other arrangement being reached with creditors; an independence issue or change in the law which means we can no longer act; failure to pay our fees by the due dates; or either party being in breach of their obligations if this is not corrected within 30 days of being asked to do so.

19.4 In the event of termination of the engagement, we will endeavour to agree with you the arrangements for the completion of work in progress at that time, unless we are required for legal or regulatory reasons to cease work immediately. In that event, we shall not be required to carry out further work and shall not be responsible or liable for any consequences arising from termination.



**20. Receiving and paying funds**

Our policy is not to accept cash from clients. 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.

**21. Reliance on advice**

We will endeavour to record all advice on important matters in writing. Advice given orally is not intended to be relied upon unless confirmed in writing. Therefore, if we provide oral advice (for example during the course of a meeting or a telephone conversation) and you wish to be able to rely on that advice, you must ask for the advice to be confirmed by us in writing.

**22. Retention of papers**

22.1 You have a legal responsibility to retain documents and records relevant to your affairs. During the course of our work we may collect information from you and others relevant to affairs. We will return any original documents to you if requested.

22.2 After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.

22.3 We will keep our file of your papers as detailed in 22.4 below, except those papers that you ask to be returned to you. We keep files on the understanding that we can destroy them in the timescales detailed below. We will not destroy documents you ask us to deposit in safe custody.

22.4 Whilst certain documents may legally belong to you, we may destroy correspondence and other papers that we store electronically or otherwise within the following prescribed periods:-

- (i) the sale of a property – 6 years;
- (ii) the purchase of a property and all other legal transactions (with the exception of Wills) – 15 years

22.5 If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for the retrieval. However we may charge you for time spent producing stored papers that are requested, and reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

**23. Professional indemnity insurance**

This practice has the benefit of the following professional liability insurance:

23.1 Chubb European Group Limited, Axis Speciality Europe SE and Allianz Global Corporate & Speciality SE covering conveyancing, wills, lasting powers of attorney, court of protection, probate and estate administration. They may be contacted through their brokers Miller Insurance Services LLP of 70 Mark Lane, London EC3R 7NQ.

**24. Timing of our services**

If you provide us with all information and explanations on a timely basis in accordance with our requirements, we will plan to undertake the work within a reasonable period of time in order to meet any relevant deadlines. However, failure to complete our services prior to any such deadline would not, of itself, mean that we are liable for any penalty or additional costs arising

**I have read, understood and accept the above terms**

Signed .....

Signed .....

Dated: .....