

**G A WAITE, SOLICITOR  
TERMS OF ENGAGEMENT**

As a requirement of the Law Society and, as a matter of good practice, I wish to record the basis upon which I accept your instructions to act.

**GENERAL**

As a sole practitioner I give your affairs personal attention and aim to provide high quality legal advice at a fair and reasonable cost and will keep you regularly informed of progress. Please note that in fairness to all clients it is our policy to treat postal communications, faxes and emails in the same way and these are normally processed according to the date and time of receipt. It is our aim to respond to you as quickly as possible but, as you will appreciate, volumes of incoming correspondence do fluctuate and this can occasionally cause a delay in response. We will endeavour however to respond to emails within 48 hours (2 working days) of receipt, once we have had the opportunity to review your email and your file. Thank you for your understanding and co-operation.

Please note our switchboard is open from 9.30 am to 5 pm Monday to Friday. You can always leave a message in out of office hours.

In instances where the advice you require is not within my particular expertise I may refer you to another firm who specialize in the required field. I will naturally consult with you before taking such action. Any costs or disbursements you incur with that firm will be payable by you in addition to my fees in accordance with their terms and conditions of business.

As your solicitor, I have various duties to you as my client. I can however only give my best advice and service if you provide me with all required information promptly and accurately. Neither I, nor my staff, will be responsible for checking the accuracy of any information you provide and you should inform me immediately of any relevant change in circumstances.

**FEES AND DISBURSEMENTS**

The basis of my charges are set out in the accompanying letter. Where we have not agreed a fixed fee I will give you an estimate of the likely costs and disbursements to be incurred. As you will appreciate, at the outset of a matter it is often difficult to estimate accurately because of the possibility of unforeseen contingencies. Any estimate given is for budgeting purposes only and is not contractually binding. My hourly rate is currently £220.00 plus VAT.

Where I am instructed by more than one person, or a company, each person or company will be jointly and severally liable for payment of my fees and any disbursements incurred. All bills are payable on presentation. I am entitled to charge interest on any sum unpaid after one month after the date of delivery at the rate of 4% per annum over the base rate lending rate of National Westminster Bank plc calculated from day to day.

Should your transaction not complete for any reason you will be charged for a proportion of your costs to the date it becomes abortive plus any disbursements incurred. In the event that your transaction proves substantially more complex than envisaged I reserve the right to revisit my fees but I will only do so in consultation with you.

Usually disbursements such as photocopying, postage and telephones are fully inclusive but I reserve the right to charge for these in circumstances where these are more substantial than normal. Courier services will however be charged as additional disbursements. Travel will be at my discretion but again, not without prior consultation with you.

Should it be necessary to instruct Agents to act for us on your or our behalf in connection with service of proceedings or conduct of litigation you will be responsible for their costs and disbursements in accordance with their terms and conditions of business.

Often I have to incur “out of pocket” expenses on your behalf (ie. Search fees, Land Registry fees). I will therefore ask you to place me in funds to enable me to pay such disbursements. I may also need to give an undertaking on your behalf to pay a third party’s costs and in such an event I will ask you to place me in funds to cover the undertaking. Requests for further funds on account may be made to cover disbursements incurred as the matter progresses.

Interim bills may be submitted at appropriate intervals during the course of the matter at my discretion (ie. should there be a long time delay between exchange of contracts and completion, my fees are payable on exchange of contracts – disbursements will be requested shortly before completion).

Please note it is not my firm’s policy to transfer funds to bank accounts outside of the UK without a full prior indemnity from any client requesting such transfer.

Solicitors are obliged to only charge their clients such sums as may be fair and reasonable. You are of course entitled to complain about any bill rendered to you and you may, in some circumstances, also have the right to object to it by making a complaint to the Legal Ombudsman and/or by applying to the court for an assessment under Part III of the Solicitors Act 1974. I am entitled to charge interest on the outstanding amount of the bill in accordance with article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009.

## **VALUE ADDED TAX**

VAT will be added to my charges at the current rate applicable. VAT is also payable on certain disbursements. Certain disbursements may be VAT exempt or zero-rated.

## **TAX ADVICE**

Work that I do for you may involve tax implication or necessitate the consideration of tax planning strategies. In some cases I may not be qualified to advise you on the tax implications of a transaction that you instruct me to carry out, or the likelihood of them arising. If you have any concerns in this respect please raise them with me immediately. If I can undertake the research necessary to resolve the issue we will do so and advise you accordingly. If I cannot, I may be able to identify a source of assistance for you.

Any advice I do provide in relation to tax will be given in the light of current laws and regulations in force at the time of providing that advice. Any advice given, and its effectiveness, will be subject to future changes in the law. I am under no obligation to inform you of any changes in the law affecting you once we have finished dealing with your matter and my retainer has ended. If tax savings measures, for instance, have been implemented, I would advise you to review your circumstances on a regular basis to ensure that any arrangements still fulfil all your requirements.

## **Capital Gains Tax**

From 6 April 2020 the deadlines for filing and paying CGT on the disposal of an interest in UK residential property by UK residents changed. From then, anyone who disposes of a UK residential property, that isn't their main home and makes a Capital Gain where there is tax to pay, must tell HMRC and pay the CGT due within 30 days of completion.

This doesn't apply if the residential property is the person's main home and it's been used solely as their private residence during the time it was owned. This is because the disposal will be covered by Private Residence Relief (PRR).

The rules also changed for non-UK residents notifying HMRC of a disposal of both UK residential and non-residential property regardless of whether there is a gain or not.

Non-UK residents are still required to notify HMRC of the disposal via the online service but will not be able to defer any payment due to the Self-Assessment Tax Return.

If someone doesn't report gains on property within the 30-day time limit they may be liable to a late filing penalty, and if the tax is not paid within the same time limit, they may have a late payment penalty and be subject to late payment interest.

For more information go to [GOV.UK](https://www.gov.uk).

## **THE LAW SOCIETY CONVEYANCING PROTOCOL (the Protocol)**

As a member of the Law Society's Quality Conveyancing Scheme (QCS) we are required to follow the professional obligations laid down by the scheme which apply to a residential sale or purchase and our clients are required to instruct us to act in accordance with the terms and spirit of the Protocol. This includes sharing information with others to assist in the efficient management of each transaction or chain of transactions. Requirements to provide and share information in each stage of the Protocol are naturally subject to client confidentiality obligations. By giving us your instructions to act in the transaction you are also giving us your agreement to act in accordance with the terms of the Protocol.

### **ID**

You will appreciate that all professional firms have to comply with strict Regulations concerning identifying their clients. Accordingly, **please provide the necessary evidence so I may check your identity and confirmation of your current address, as a matter of priority. Without such evidence and information, the Regulations prevent me from carrying out any work on your behalf.** A "Client Validation" check will also be carried out on line, the cost of which is payable by each individual client. Please be aware this will create a soft footprint.

Where I am instructed on behalf of a company and or trustees, the above will apply to every Director, Partner, Trustee and each person owning 25% of the shares and/or capital and 25% of any voting rights. You should also inform us whether you or any such company has overseas assets or is associated in any way with an overseas company or body. A search will be carried out at Companies House, the cost of which is payable by the company/trustees.

If you are local to our office, please telephone and make an appointment to meet me and bring with you the originals of one item from List A below and two items from List B and we will take the required copies and certify them free of charge.

If it is not possible for you to meet me you can use the Post Office Identity Document Checking Service. For a fee of £12.75 they will check up to a maximum of three original documents against the photocopies and certify each photocopy as a true likeness of the original document. You should take your original identity documents and a clear and legible photocopy of each of the original documents you would like to have certified. You fill in the details on their form and pay the fee and they will date stamp and sign the photocopies. You should then send us the certified copies together with your signed Acceptance. See [www.postoffice.co.uk/branchfinder](http://www.postoffice.co.uk/branchfinder) and select ID checking service to find your nearest checking service branch.

#### LIST A

- A valid full passport **or**
- A valid H.M.Forces identity card with the signatory's photograph **or**
- Current full UK Driving Licence(Paper)UK Photocard Driving Licence (Full or Provisional)

## LIST B

- A cheque guarantee card, credit card (bearing the Mastercard or Visa logo), American Express or Diners Club card, debit or multi-function card (bearing the Switch or Delta logo) issued in the United Kingdom with an original account statement less than three months old **or**
- A receipted utility bill no more than three months old (not a mobile telephone bill) **or**
- A mortgage statement from another lender for the mortgage accounting year just ended **or**
- Council Tax Bill for current tax year **or**
- Recent Inland Revenue documentation (eg. latest Notice of Coding) **or**
- A Council rent book showing the rent paid for the last three months **or**
- A current shotgun/firearm certificate

**Please also complete, in full, sign (for each individual or if a company as director/secretary on behalf of the company) and return to me the appropriate attached “Acceptance” page.**

## **UK General Data Protection Regulation (GDPR)**

Copies of your ID etc. will be kept for future reference. I confirm I am registered to hold personal data under the Data Protection Act 2018. **We will require your specific confirmation that you are happy for us to hold personal data relating to yourself under these terms and by accepting our Terms & Conditions you are indicating your general consent.**

We protect your information under the laws that apply and we meet international standards. We keep our computers, files and building secure. We will retain your data to meet timescales required by our legal and regulatory obligations. We will not share your information with third parties without your written consent other than as required by the Inland Revenue, Land Registry or any lender in the course of a transaction. We expect these third parties to have the same levels of information protection as we have.

If you require us to delete your data after the required period has expired you must write to us requesting the deletion and we will do so within 24 hours.

## **SECURITY**

Issues concerning security and confidentiality are taken seriously. As you are aware, the Internet is an insecure medium, although it is used widely for speed and convenience. I assume therefore that if you have an e-mail address you are willing to receive correspondence sent via e-mail. Obviously, please contact me if you do not wish to receive communications by e-mail. This firm uses spam filters therefore you should not assume that every e-mail will be received. You would be prudent to follow up an important communication sent by e-mail with a phone call, fax or printed copy.

Please note other legal and professional duties may occasionally affect my ability to keep information concerning you confidential, for example my duty to the Court can override my duty of confidentiality to you or the duty to put your interest first.

### **THIRD PARTIES**

All work done and advice provided is for your use and benefit only. My duty of care is to you as my client and not to any third parties.

### **PROFESSIONAL INDEMNITY INSURANCE**

Full details of our Professional Indemnity Insurance are available in hard copy at our principal office. Details will be sent to you upon request.

### **LIMITATION OF LIABILITY**

My liability for any damages or losses, as a result of any proven negligence or breach of contract or breach of statutory duty or otherwise, arising out of any single matter will be limited to £3 million. I will not be liable for indirect or consequential damages or losses or for any loss of profits. You agree not to bring any claim against my employees personally.

### **FINANCIAL SERVICES REGULATIONS**

Sometimes conveyancing/probate/company work involves investments. This firm is not authorised by the Financial Services Authority (FSA) and so I may refer you to someone who is authorised to provide any necessary advice. However, I can provide certain limited services, provided they are closely linked with the legal services I am providing to you, as my firm is regulated by the Solicitors' Regulation Authority.

By advising on any mortgage agreement please note that I will only be advising on the legal effects of the proposed agreement and not recommending that you enter into it.

### **DEFECTIVE TITLE INDEMNITY**

In the event it is necessary to obtain defective title insurance for your transaction please note this firm is not authorised by the Financial Services Authority (FSA). However, we are included on the register maintained by the FSA so that we can carry on insurance mediation activity, 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 Law Society. The register can be accessed via the Financial Services Authority Website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register).

We only select products from a limited number of insurers for defective title insurance to cover defects that may arise in a conveyancing transaction

Please note we are not contractually obliged to conduct business in this way. If required please ask us for a list of insurers.

## **TERMINATION**

You may terminate your instructions to me in writing at any time. However, I am entitled to keep all your papers and documents while money is owing to me. I also have the right to cease acting for you, which I will not do without good reason. You will be given reasonable notice if this is the case. My fees will be charged on a time basis and all disbursements up to the time of cessation will become due and payable.

## **STORAGE OF PAPERS, DEEDS & DOCUMENTS**

After completing the work, I am entitled to keep all your papers and documents while money is outstanding to me for my fees and any disbursements. I will store your file for a minimum of six years on the understanding that I have your authority to destroy the file six years after sending you my final account without further reference to you.

If we retrieve papers or documents from storage in relation to continuing or renewed instructions received from you we will normally pass the costs of retrieval on to you and we may make a charge based on time spent for producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with your instructions.

At your request, I will store Wills or other important documents for you in my safe for safe-keeping at no charge to you. A charge is not normally made for the storage of papers, deeds or documents as long as I continue to act for you. I do however reserve the right to make a reasonable charge based on time spent reading papers, writing letters or any other work necessary to comply with your request where I do not continue to act for you.

## **CLIENT CARE**

I am sure that you will be happy with the standard of professional service my firm provides. However, if you do have any queries or concerns about my service please do not hesitate to let me know immediately or within a year of when you realise you have a concern. Any complaint will be dealt with promptly, fairly and effectively in accordance with our complaints procedure, a copy of which is available on request, by me personally. Our complaints procedure adopts the recommendations published in the Ombudsman's guides, copies of which you may request from the address below, us or download from the website below.

If we have not dealt with your complaint to your satisfaction within 8 weeks of us receiving it, the Legal Ombudsman will normally accept the complaint for investigation.

Contact details for the Legal Ombudsman are:

Tel: 0300 555 0333 (calls are charged at local rate and will be recorded)

If calling from overseas call + 44 121 245 3050

E-mail: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

Write to: Legal Ombudsman PO Box 6806, Wolverhampton WV1 9WJ

Your continuing instructions will amount to your acceptance of these terms of business. Unless otherwise agreed, these terms and conditions will apply to any instructions you give me on any new matters in the future. By instructing me you also specifically give this firm authority to request deeds and or information from any lender, if applicable. **This is an important document and should be kept in a safe place for your future reference.**

G A Waite, Solicitor

January 2021



**ACCEPTANCE OF TERMS & CONDITIONS**

(January 2021 edition)

(Individual)

I/We accept the terms and conditions set out in G A Waite, Solicitor’s “Terms of Engagement”

*(if joint individuals)*

and we confirm that you may accept instructions from either one of us on behalf of both of us. We confirm that we are jointly and severally liable for costs and disbursements incurred.

Signed.....

Full Name *(Block Capitals)*.....

Any Former Names\* *(Block Capitals)*.....

Date of Birth.....

National Insurance Number.....

Dated.....

Signed.....

Full Name *(Block Capitals)*.....

Any Former Names\* *(Block Capitals)*.....

Date of Birth.....

National Insurance Number.....

Dated: .....

\* Please note we may need you to provide evidence of change of name ie. ORIGINAL Marriage Certificate or Deed Poll.

**Please detach and return to G A Waite, Solicitor  
PO Box 156, Crowborough East Sussex TN6 1GQ**

**ACCEPTANCE OF TERMS & CONDITIONS**

(January 2021 edition)

(Company/Partnership/Trust)

Signed.....

Director/Secretary

With full authority for an on behalf of

*(Company Name & any former name/s - Block Capitals)*.....

.....

Dated: .....

***Please complete the following information in full using Block Capitals:***

Company's Registered Address *(including postcode)*.....

.....

Trading Address *(if different from above)*.....

.....

Company Registration Number.....

VAT Registration Number *(if applicable)*.....

Nature of Business.....

Business Dealings/Associations outside the UK? YES/NO *(If 'Yes' please state countries involved and give FULL details)*

**Please detach and return to G A Waite, Solicitor  
PO Box 156, Crowborough East Sussex TN6 1GQ**