

# BEAUFORT MONTAGUE HARRIS SOLICITORS

## TERMS AND CONDITIONS

Thank you for instructing Beaufort Montague Harris to act for you.

Please read carefully this brief outline of our services and confirm you wish us to proceed with your matter by returning one signed copy of this document with your identity documentation and any additional required documentation.

Beaufort Montague Harris Solicitors, 4 Queen Street, Bath BA1 1HE

**T:** 01225 339329/667648 **F:** 01225 430260 **E:** [enquiries@bmhsolicitors.co.uk](mailto:enquiries@bmhsolicitors.co.uk) **W:** [www.bmhsolicitors.co.uk](http://www.bmhsolicitors.co.uk)

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## **1. INTRODUCTION**

It is important that you are fully informed about how your matter will be handled. This document sets out Beaufort Montague Harris's Terms and Conditions of Business. Please read carefully, in conjunction with your client care letter or email sent at the start of your transaction. Please keep these documents safe for future reference.

Our aim is to ensure that at all times our services provided to you are of high quality and that our fees are fair and reasonable. Should you not be happy with either, these Terms contain details of steps you can take.

Beaufort Montague Harris reserves the right to make amendments to these Terms and Conditions. We will of course let you know of any changes should they affect your current matter.

## **2. WHOM TO CONTACT**

For the day-to-day conduct of your matter please contact Geraint James, or Jacqueline James.

## **3. HOW TO CONTACT US**

Our office hours are 9.30am to 4pm Monday to Thursday, although we are often in attendance in excess of these hours. We break for lunch between 1.00 and 2.00 pm. On Fridays we work until 1.00pm. Please call 01225 339329 or 01225 667648 or email us at [enquiries@bmhsolicitors.co.uk](mailto:enquiries@bmhsolicitors.co.uk). Clients are seen strictly by appointment only, so please do not visit the office without an appointment. If we are not responding when you telephone the office, we are usually on appointments with clients, or already on the telephone, so please leave a message and we will return your call.

***We are unable to accept instructions by text or voicemail message.***

## **4. OUR COMMITMENT TO YOU**

We confirm we will:

- Represent your interests alone.
- Keep your business confidential.
- Give you clear legal advice that you can understand.
- Explain the risks involved following your instructions.
- Keep you informed of progress.
- Deal with your questions as promptly as we can. We will do our best to return telephone calls on the same day, respond to emails quickly and reply to letters within 5 working days. If information is required from others, we will apply for and ensure receipt of such information.

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## **5. LEGAL UPDATES AND IMPORTANT DATES AND SCOPE OF WORK**

We cannot accept responsibility for reminding you of changes to the law which might affect you, nor can we accept liability for reminding you of future critical dates.

Such dates may include, by way of example only, rent review dates, lease renewals, exercise of options, service of any Notices, 10-year charges on Discretionary Trusts and the like.

When we undertake work on your behalf, we will commit to completing the specific task in question. Should you require additional work, we will need your clear instructions in writing before we can act on your behalf. For example, you could appoint us to prepare a new lease for you and then decide at a later date that you need business finance for the works needed at the property. It is your responsibility to advise us of your needs and confirm in writing your specific requirements. We cannot act on the instructions of outside parties such as a bank or broker without your confirmation.

## **6. OUR CHARGES**

Our charges are calculated according to the time spent, although for certain matters we will agree a fixed fee. Our rates are comparable to those of other firms in the local area.

Geraint James is a solicitor with over 45 years' post-qualification experience in the Law in all areas of work this firm undertakes. His hourly rate is £295 per hour plus VAT.

Jacqueline James is a paralegal with over 10 years' experience in Private Client matters including Lasting Powers of Attorney, Probate and Estate Administration. She also acts on Commercial transactions. Her hourly rate is £205 per hour plus VAT. She is supervised by Geraint James.

Our fees are reviewed on an annual basis.

Sometimes we may add a sum over our basic charge over and above the time rate. This is only for certain cases if we feel it fair and reasonable; for example, in urgent or complex cases, or for work that takes place outside normal business hours.

In addition to our fee charge, you will be liable for disbursements and VAT at the prevailing rate. We sometimes request that disbursements are paid in advance. Such "Disbursements" are the expenses which the firm normally pays on your behalf, such as barristers' fees, swear fees, probate court fees, search fees, copying fees, travelling expenses etc. Routine copying and telephone calls are treated as part of our overheads but where considerable copying is involved, or we have to use an external source, or where lengthy, or international calls or faxes occur, these will be charged for separately.

In the case of long-drawn-out matters, we will always advise you of the approximate costs incurred to date and render interim accounts on a regular basis. You should

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of course feel free to ask for an indication of the costs position at any time. Alternatively, we are happy to agree a cost limit and review date if this is what you would prefer.

***Our charges are payable on receipt of our invoice.***

All bills are sent out in the name of the firm and payment should be made to Beaufort Montague Harris. We expect our bills to be met in full on receipt or at the latest within seven days of the date of issue. In the case of a long or continuing matter, we usually produce interim bills, unless an alternative arrangement for paying our costs has been agreed. In the event of non-payment of an interim bill, or account we reserve the right to decline to act further and to charge you for all work to date. We also reserve the right to charge interest at 8% per annum above base rate on outstanding accounts which are not met in accordance with our terms.

No files or documents held will be released to you, or any other party such as another solicitor, until all outstanding monies are settled in full.

**7. ACCEPTANCE OF OUR TERMS AND CONDITIONS OF BUSINESS**

Whilst your continuing instructions constitutes acceptance of these Terms and Conditions, we ask that you sign and return one copy of this document. We will be unable to commence work on your matter until these terms have been accepted. By signing the document, you are deemed to have read, understood and accepted the terms of this document and if issued, the client care letter in their entirety (save for where they have been varied in writing with our agreement). If you are unable to return the signed document/s to us promptly, we ask that you send a confirmation email, ideally with a scanned signed copy of the documents.

**8. CLIENT ACCOUNT AND INTEREST PAYMENTS**

During the course of our work for you, we may hold money on your behalf in our client bank account. We hold a client account with NatWest PLC.

If the bank becomes insolvent, or collapses and money held there on your behalf is lost, we do not accept liability for any loss you may incur. You may be entitled to make a claim under the Financial Services Compensation Scheme (FSCS). The FSCS covers deposits belonging to clients who are individuals or small businesses up to £85,000 per client. For more information, please visit [www.fscs.org.uk](http://www.fscs.org.uk).

In accordance with the Solicitors Regulation Authority Accounts Rules, we are required to hold client money in an instantly accessible bank account and pay interest where it is fair and reasonable to do so if interest is earned on the account.

However, our policy is that interest payments are secondary to the transaction and as such, we are not under any obligation to secure the best available rate on any funds we hold in accordance with your transaction. Therefore, unless otherwise agreed, we will not pay interest if the total interest accrued is less than £30.00. If interest is payable, it will be calculated at the current rate payable on a corporate call account

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at NatWest Bank plc, less the costs involved. Interest will be applied on a quarterly basis or on the completion of the transaction, whichever is the sooner.

Should we be required to make payments on your behalf from our client account, we are only able to do so when funds are treated as “cleared” through the banking system. Our preferred method is for BACS payments to be made. For receipts by cheque this normally occurs on the 5<sup>th</sup> working day after the cheque is banked. If payment is time critical, we suggest you send payments electronically to us.

Before making any payment to us, we ask that you telephone us to verify our bank details. This is important for banking security and particularly if you have requested that our bank details are sent to you by email. We cannot accept any responsibility if you do not telephone us to check our bank details.

We ask that you quote our reference on all payments, which will be provided at the time of the payment request.

Please be vigilant against payment redirection fraud and phishing emails. You should always check carefully the domain of any email you receive which contains banking information. Our communications will always come from our domain address of [bmhsolicitors.co.uk](http://bmhsolicitors.co.uk). If you receive an email from any other domain such as [@bmhsolicitors.com](mailto:@bmhsolicitors.com) or similar, please delete, as this is likely to be a scam and is not from us. We will only email you from [@bmhsolicitors.co.uk](mailto:@bmhsolicitors.co.uk). We do not use any other domain, and we will never ask you to deposit money in some else's account.

## **9. IDENTIFICATION, PREVENTION OF MONEY LAUNDERING & TERRORIST FINANCING**

We are required by law to comply with the Money Laundering Regulations 2007, Money Laundering (Amendment) Regulations 2012 and/or the Proceeds of Crime Act 2002, Counter-Terrorism and Security Act 2015, The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the Sanctions and Anti-Money Laundering Act 2018 (or such other legislation that may currently be, or come into force, or be as amended from time to time). All clients must undergo our compliance process which is currently via Thirdfort. Thirdfort will ask you to electronically verify your ID via your mobile telephone and/or email and if appropriate, will vet your source of funds in the same way. We appreciate that some clients may find this challenging and in certain circumstances, we may accept sight of the following **original** documentation:

- Your valid passport or other identity document such as your Driving Licence, or Birth certificate.
- Your national insurance number.
- A utility bill or bank/building society statement not more than 3 months old.
- Details of the bank or building society account you will use to transmit any monies to us in respect of the transaction.
- We will take and retain a copy of the above documents/details.
- If you are instructing us on behalf of a limited, or limited liability partnership, we will require the above documents and may also require the identification

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of any other constituent member (s). If you are instructing us on behalf of a company, we may require a written guarantee from an appropriate person authorising you to provide the firm with such instructions.

- Please see our separate document titled Anti-Money Laundering Requirements.

## **10. DATA PROTECTION ACT 2018 (GDPR) AND CONFIDENTIALITY**

Information supplied to us by you shall be treated as confidential at all times, unless we are required to disclose and/or discuss your information upon your instructions (implicit or actual), by an Order of the Court, under current legislation, updated legal and/or regulatory compliance or by way of any other statutory exceptions. Your personal information is stored by us in accordance with the Data Protection Act 2018. You have right of access under data protection legislation to the information we hold about you.

It may be necessary for the successful conclusion of your matter for us to occasionally disclose your personal information that you have provided to us to third parties; for example, to mortgage lenders, or experts. Your acceptance of these Terms shall be treated as the appropriate authority for us to pass on such details unless we hear to the contrary in writing beforehand.

If we are required by law to comply with applicable law and regulations, we may be asked to process your personal data where there is a legitimate interest to do so. Examples of such instances may include legal obligations to HMRC or the SRA.

We may wish to contact you from time to time; for example, to remind you that we still hold documents for you. By signing these terms and conditions you give your consent for us to contact you by email or letter on relevant matters and for us to process your data in accordance with our Privacy Policy.

Please see our separate Privacy Policy, which we ask that you read when appointing us.

## **11. INSTRUCTING THIRD PARTIES**

Where we consider it appropriate to obtain specialist advice and/or services from third parties such as barristers, expert witnesses, process servers, bailiffs etc. we will let you know and seek your instructions before proceeding. However, your acceptance of these Terms shall be treated as sufficient authority for us to incur such expenditure once we have received your instructions. We will require to be placed in funds to cover these third party professional fees before we can proceed.

## **12. DEALING WITH PROBLEMS AND OUR COMPLAINTS PROCEDURE**

We want to give you the best possible service. However, if at any point you become unhappy or concerned about the service, we have provided then you should inform us immediately, so that we can do our best to resolve the problem.

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In the first instance it may be helpful to contact the person who is working on your case to discuss your concerns and we will do our best to resolve any issues. If you would like to make a formal complaint, then please read our procedure below. Making a complaint will not affect how we handle your case.

### **Stage One**

If you have a complaint please contact Geraint James, our Compliance Officer for this firm. If your initial complain is by telephone, we will ask you to confirm details in writing.

### **Stage Two**

Within three working days we will send you a letter or email asking you to confirm or explain any details. We will then record your complaint in our central register and open a file for your complaint. Mr James will also investigate your complaint by examining the relevant file and discussing the matter with the relevant fee earner.

### **Stage Three**

If appropriate we will then invite you to meet Mr James to discuss and hopefully to resolve your complaint. We would aim to do this within fourteen working days after first receiving your complaint. If you would prefer not to meet, or if we cannot arrange this within an agreeable timescale, Mr James will write fully to you setting out his views on the situation and any redress that we feel to be appropriate.

### **Stage Four**

Within three days of any meeting, we will write to you to confirm what took place and any suggestions that we have agreed with you.

If you are still not satisfied with our review process, then you may refer your complaint to the Legal Ombudsman as detailed below.

#### ***What to do if we cannot resolve your complaint***

The Legal Ombudsman can help you if we are unable to resolve your complaint ourselves. They will look at your complaint independently and it will not affect how we handle your case.

Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve your complaint with us first. If you have, then you must take your complaint to the Legal Ombudsman:

1. Within six months of receiving a final written response to your complaint; and
2. No more than six years from the date of act/omission; or

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3. No more than three years from when you should reasonably have known there was cause for complaint.

If you would like more information about the Legal Ombudsman, please contact them.

Contact details:

Visit: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

Call: 0300 555 0333 between 9.00 to 17.00.

Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

Legal Ombudsman PO Box 6806, Wolverhampton, WV1 9WJ

#### ***What to do if you are unhappy with our behaviour***

The Solicitors Regulation Authority can help if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic.

Visit their website to see how you can raise your concerns with the [Solicitors Regulation Authority](#).

### **13. AVOIDING MISUNDERSTANDINGS**

We hope that we will not give you cause to complain. Taking the following steps will undoubtedly help us to ensure that your matter is handled speedily and cost-effectively:

- Please give us clear instructions and let us have all relevant documentation.
- Please advise us if you have particular time limits, targets or expectations.
- Please tell us if you are not sure about anything.
- Do ask for a progress report if you are concerned about anything or haven't heard from us when you are expecting to do so.
- Try to avoid unnecessary calls and unarranged or missed appointments. These may add to your charges.

### **14. LIMITATION OF LIABILITY**

We have professional indemnity insurance giving cover for claims against the firm. Details of this insurance, including contact details of our insurer can be inspected at our offices or made available on request.

Our liability to you for a breach of your instructions shall be limited to £3,000,000.00 (three million pounds sterling), unless we notify you at any other time otherwise. We shall not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profits or opportunities. We can only limit our liability to the extent the law allows. In

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particular, we cannot limit our liability for death or personal injury caused by our negligence. Please ask us if you would like us to explain any of the terms above.

## **15. SOLICITORS REGULATION AUTHORITY**

We are authorised and regulated by the Solicitors Regulation Authority (SRA) which is the independent regulatory body of the Law Society of England and Wales. We act in accordance with the SRA Code of Conduct.

## **16. DEEDS, FILES AND DOCUMENTS**

At the conclusion of your matter, we will retain your file, in electronic form if not physically for seven years. For a physical file, we may make a one-off charge of £50 plus VAT, which is payable with your account at the conclusion of your transaction.

We are happy to store Wills for clients and Deeds if required, although whilst we have stored these documents free of charge for many years, due to increased storage and security costs, a small annual charge may be payable.

If we cease to act for you and/or are asked to send out deeds or files, we will charge an administration fee for the retrieval, production and handling of such documentation to you or a third party. This cost will be dependent on the number of files and size, and you will be advised prior to the issue of any documents, as we will need to be in cleared funds to process. An indication of fees is around £120 to £175 plus VAT for such deeds or files. We do not accept responsibility for the loss or damage of any item which we hold on your behalf unless we expressly agree in writing to the contrary.

Unless we hear to the contrary within the seven-year period, we keep files on the understanding that we are authorized to destroy them after this time (excluding Wills and Deeds).

***We will not release any documents if there are outstanding fees to pay.***

## **17. CONVEYANCING MATTERS**

Whilst we no longer generally undertake residential conveyancing apart from as part of a Probate case, if we are acting for you in a conveyancing matter and you have any copy Planning Permissions, Building Regulations Approvals, Certificates, Guarantees or any other documents relating to the Property, please let us have these documents as they will be needed as part of the sale process. Any delay in providing them to the other side is likely to cause a delay in the transaction.

When asked to complete a Property Information Form (PIF) you have a duty to disclose any information you have concerning anything detrimental regarding the property. For example, if a previous buyer has withdrawn from the purchase of the property due to a poor survey, it is imperative you disclose this information. This

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disclosure includes any notification of potential development plans by the local authority, or planning consents, or disputes and any evidence of Japanese knotweed. If you are found to have provided incorrect or misleading information, we will not be responsible or held liable for your errors and omissions.

Due to the increase in Land Registry fees, we may ask you to make a payment in advance at the start of the transaction to cover the fees for title entries and other disbursements.

***Please note: On exchange of contracts for a purchase, it is your responsibility to insure your new property.***

## **18. EVIDENCE OF FUNDS**

If we are acting for you in a conveyancing matter, or any matter involving our receipt of funds, we will ask clients for specific information as part of our compliance with Anti-Money Laundering Regulations. The Regulations require us to undertake checks on the identity of clients and the source of their funds. We therefore will ask you, in addition to our identity checks, for evidence of the source of funds.

This may be a straightforward matter, such as funds received from the sale of a previous property that has completed, or perhaps a re-mortgage/further advance. However, if you are receiving a gift then we will need to know your donor's ID and will need to undertake a Thirdfort verification check which will be chargeable to you. This is because any gift will be passing through our bank account and the donor must therefore comply with the requirements of the Sanctions and Anti-Money Laundering Act 2018, in the same way that we are required to check your details. Full guidance can be given to the specific requirement when the source of funds to be used in your transaction is identified.

If mortgage monies are applied for and an offer received, your instructions to exchange/complete confirm your consent to proceed with the relevant mortgage offer. Your mortgage company will require you to hold buildings insurance to the satisfaction of the lender. This insurance must be kept active for the duration of the mortgage.

## **19. TAXATION AND FOREIGN JURISDICTIONS**

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. Unless we specifically agree with you to consider taxation issues, we are not responsible for the outcome. You should therefore ensure you take appropriate specialist advice relevant to your matter.

We will not give advice in relation to, or act on your behalf in respect of foreign assets, jurisdictions or matters unless we have specifically agreed to do so.

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## 20. FUTURE MATTERS

Unless otherwise agreed and subject to the application of revised hourly rates and any legislative updates, these Terms and Conditions shall apply to all future matters where we act on your behalf.

## 21. ACKNOWLEDGEMENT

We/I refer to your email of ..... and/or your letter of ..... and confirm that the charges and the terms and conditions set out in your letter and this document are acceptable. We/I confirm that you are to proceed in this matter on my behalf.

### CLIENT 1

.....

Signature

.....

Full Name

Date: .....

National Ins. No: .....

Date of Birth: .....

Contact address: .....

.....

.....

.....

### CLIENT 1

Contact telephone numbers:

Home: .....

Office: .....

### CLIENT 2

.....

Signature

.....

Full Name

Date: .....

National Ins. No: .....

Date of Birth: .....

Contact address: .....

.....

.....

.....

### CLIENT 2

Contact telephone numbers:

Home: .....

Office: .....

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Mobile: .....

Mobile: .....

Email: .....

Email: .....

### **CHECKLIST OF DOCUMENTS TO BE RETURNED**

I/We enclose this Checklist, signed and dated, together with the following documents/information:

Please tick:

- Signed Terms and Conditions
- Two types of original or certified copies of Identification unless using Thirdfort
- Documents requested as proof of funds (if required) unless using Thirdfort
- Documents requested as part of a conveyancing transaction (if required)

### **RECORDS AND VALIDITY**

ID and proof of funds documents are held on your paper file and stored electronically in our system in the same way as all of your other legal documents and correspondence. Our Terms and Conditions and Privacy Policy detail our Confidentiality and Data Protection policies.

Once your matter has been completed, and your file is ready to be closed, it will be archived and stored for seven years, then destroyed.

Your ID will be treated as valid proof for 12 months unless your details change during this time. If we are instructed to act for you again within that period, we will not need to renew our ID checks unless that evidence of ID has expired within this timeframe.

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