



CLIENT INFORMATION

# Terms and Conditions





# Contents

This client information brochure sets out the general terms on which we provide services to you and our agreement with you. Attached to these terms is a letter that contains details specific to your matter. This brochure and the attached letter together form the contract between us.

Also attached is our General Privacy Notice. These documents are important and should be read carefully. Please ensure you retain these for future reference.

A copy of this brochure is available in larger type on our website at:

[www.nockolds.co.uk/about-us/client-care](http://www.nockolds.co.uk/about-us/client-care)

A: General Information	4
B: Our Relationship With You	8
C: Costs, Funding and Payment	17
Thank You	25
Our Accreditations	26



## A: General Information

### 1. Who We Are

'Nockolds Solicitors', 'Nockolds' and 'Nockolds HR' are trading names of Nockolds Solicitors Ltd registered in England and Wales with company number: 07991146. Our registered office is 6 Market Square, Bishop's Stortford, Hertfordshire, CM23 3UZ. A list of directors is available from this address.

Although we are a limited company which has 'directors' and not 'partners', we have decided to maintain the title of 'partner'. We use the title 'partner' for directors and certain senior solicitors who are not directors, but who are consultants or employees of Nockolds Solicitors Ltd with equivalent standing and qualifications to the directors.

No reference to a 'partner' is to imply that any person is carrying on business with others in partnership for the purposes of the Partnership Act 1890.

In these terms of business 'we', 'our' or 'the firm' refers to Nockolds Solicitors Ltd ('Nockolds') and 'you', 'your' or 'the client' refers to the client named in the attached letter.

## **Nockolds Wealth Ltd**

Nockolds Wealth Ltd is an independent financial services company which offers clients financial planning advice, guidance on investments, savings, pensions, tax and trusts. Further details are available at [www.nockoldswealth.co.uk](http://www.nockoldswealth.co.uk). Nockolds Wealth Ltd is an appointed representative of Hanbury Wealth Management Ltd, which is authorised and regulated by the Financial Conduct Authority.

Nockolds Wealth Ltd is a separate legal entity to Nockolds Solicitors Ltd and the Directors of Nockolds Solicitors Ltd have a financial interest in this business. Nockolds Wealth Ltd is not authorised or regulated by the Solicitors Regulation Authority.

Nockolds Solicitors Ltd will not share confidential information with Nockolds Wealth Ltd without your consent however we may write to you about any of our services or seminars if we think they may be of interest to you. Please remember that you can elect not to receive such marketing material at any time by contacting our Head of Marketing at [marketing@nockolds.co.uk](mailto:marketing@nockolds.co.uk) or the person responsible for your work.

## **2. Professional Indemnity Insurance**

Nockolds Solicitors Ltd maintains professional indemnity insurance at a level that we have determined appropriate with respect to the provision of our services. On reasonable notice to our office, we will make available to you relevant information relating to this insurance, such as the contact details of our insurers and its territorial coverage.

## **3. Regulation**

Nockolds Solicitors Ltd is authorised and regulated by the Solicitors Regulation Authority (ID numbers 567738 and 605527), and is subject to the SRA Standards and Regulations, which can be viewed at [www.sra.org.uk/solicitors/standards-regulations](http://www.sra.org.uk/solicitors/standards-regulations)

## **4. Equality and Diversity**

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

send you a copy of our Equality and Diversity policy.

## 5. Data Protection

We are registered with the Information Commissioner's Office (ICO) as we control and process personal information. Our registration number is Z3224785.

Our use of your personal data is subject to your instructions, the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and our professional duty of confidentiality. Details of how we use your personal information, your increased rights, what information we collect, how we keep it safe and the legal basis upon which we use your information are contained in the attached General Privacy Notice. Please read this carefully as it contains important information.

## 6. Financial Services

### Arranging Insurance

During the course of your matter, you may need an insurance policy to resolve an issue or defect that has emerged during your matter. We can recommend and arrange an insurance policy for you but we are not authorised by the Financial Conduct Authority (FCA) but we are included on the register, maintained by the FCA, so that we can carry on insurance distribution activities, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the FCA website at [www.fca.org.uk/firms/financial-services-register](http://www.fca.org.uk/firms/financial-services-register).

Nockolds Solicitors Ltd is an ancillary insurance intermediary, we are not an insurance company and we do not have our own insurance products. We can, however, recommend a contract of insurance to you, such as legal expenses and defective title indemnity insurance. Please note that we only select products from a limited number of insurers. We approach the insurers that we generally deal with in relation to the cover required but we are not contractually obliged to exclusively use one of these insurers. We are not insurance specialists and so any recommendation made is not based on a fair and personal analysis of the insurance market.

We do not receive commission for policies arranged, nor receive referrals of work from insurers.

### **Investment Advice**

If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised by the FCA to provide the necessary advice. We may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. We are able to offer the above advice because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.

The Solicitors Regulation Authority is the independent regulatory arm of the Law Society and the Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any insurance or investment advice you receive from us, you should raise your concerns with either of those bodies.

### **Tax and Financial Advice**

Unless we are specifically instructed by you and we have agreed to this instruction, we will not advise you on the tax implications of any transaction that you instruct us to carry out.



## **B: Our Relationship With You**

### **1. Conduct of Work**

The person with conduct of your work and their status is set out in the attached letter. The name of their supervisor is also detailed in the letter.

We will try hard to avoid changing the people handling your work. However if this cannot be avoided, we will inform you of the new person dealing with your matter and why the change was necessary.

### **2. Communication**

Please let us know if you have a preferred method of communication e.g. letter, telephone or email. Unless we hear from you, we will use whatever mode of communication appears appropriate in the circumstances.

We provide a bespoke service tailored to your individual needs. We will discuss time lines for our communication with you at the outset of your matter so that we understand your requirements. If these change or you have any specific new requirements then please let us know and we will do our best to meet them.

As a minimum, we agree to provide a substantive response to your telephone calls within 24 hours, letters and emails within five days and we will meet with you within 10 minutes for a pre-booked appointment. However, our responses will be prioritised and will usually be quicker.

### **The Risks of Email Communication**

We are constantly reviewing and upgrading our email technology to ensure that we can communicate with you as effectively as possible by email with the minimum risk of virus infection. However, email carries some inherent risks, namely potential lack of security and lack of authenticity. Further, where a sender and recipient use different internet service providers, there can be no guarantee of prompt transmission and incompatibility may also create delivery problems. Notwithstanding these potential problems, the vast majority of email communication is secure and prompt, but we are nevertheless required to advise you of these potential risks. If you request us to communicate by email or you send us an email, you will be deemed to have accepted the inherent risks in email communication and we shall have no liability for any losses arising from such risks. If you wish for us to email all documents to you using password protection then please tell us as soon as possible.

## **3. Timescales**

We will provide you with timescale estimates at the outset and throughout the course of your matter. Your matter may be subject to delays caused by the court, mortgage lender, the other party and other factors outside our control. Should this arise, we will inform you and explain any delay and give you a revised timescale estimate as soon as possible.

Any timescales are provided as an estimate only and are for your guidance. They are not binding on us. If you are aware of a deadline or wish us to work to a particular timescale, then please confirm your instructions in writing. Please do not make arrangements based on our estimated timescale without checking with us whether it is sensible to do so and that we can comply.

## **4. Confidentiality and Disclosure**

We always prefer to deal with you personally so that we can ensure you understand exactly what we are doing and that your needs are met. However, we do understand that sometimes you may need assistance from others.

Therefore, if you wish us to discuss your affairs with anybody other than you personally then you will need to confirm this to us in writing in advance and specify the name of the individual/s and the reason the authority has been provided. In the alternative you can provide your verbal authority on the phone if you wish us to discuss something with another individual whilst you are in their presence. Without this prior authority from you we will not discuss anything with any other individual on your matter in order to preserve client confidentiality. We are happy to talk you through anything that you do not understand so please contact us first before seeking assistance from others.

## **5. Anti-Money Laundering Obligations**

The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 require solicitors to obtain satisfactory evidence of identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money. The laws require us to have stringent checking procedures and if we are unable to obtain satisfactory information and/or we are unable to verify your identity then we are not permitted to proceed with the transaction and we will not be able to continue to act for you.

### **Documentation Required to Prove Your Identity**

#### **Individual Clients**

If you are an existing client then we will retain evidence of your identity for a period of three years before it is renewable unless there is a change in the law or we deem it otherwise appropriate. You should therefore not ordinarily need to provide this again during the three-year period.

To comply with the law, if you are a new client, we will need to verify your identity before we start acting for you. To do this, you will need to personally attend one of our offices together with some original documents to prove your name and address. If you are unable to attend us in person for any reason then please contact us.

Acceptable evidence for us to verify your identity are:

**Proof of name** - one of the following;

- > Current signed passport;
- > National ID card (non-UK residents);
- > Police/armed forces ID card;
- > Current UK/EEA photo card full driving licence;
- > Firearms or shotgun certificate.

**Proof of address** - one of the following;

- > Recent utility bill or statement (not more than three months old);
- > Original council tax bill (for current year);
- > Recent original bank or mortgage statement, received from the bank or mortgage company (not more than three months old);
- > House or motor insurance certificate (for a live policy);
- > Current UK/EEA photo card full driving license;
- > HMRC self assessment letters or tax demand (dated within the current financial year).

Please note that we cannot accept the same document to prove both your name and address. They must be different documents e.g. one to prove your name and one to prove your address.

If you cannot provide any of the above documents, please contact us.

### **Acting for an Estate**

If you are an Executor or Administrator of an Estate and there is more than one Executor or Administrator, we will need to obtain evidence of the identity of at least two including yourself in order to proceed. The documents required for each are the same as for individuals.

### **Trusts**

If you are acting on behalf of a Trust and there is more than one Trustee, we will need to obtain evidence of the identity of at least two of the Trustees including yourself in order to proceed.

## **Beneficiaries**

If you are a Beneficiary of a Trust and there is more than one Beneficiary then we will need to obtain evidence of the identity of all Beneficiaries unless we are acting for you all as a class. The documents required for each are the same as for individuals.

## **Private Companies**

If you are instructing us on behalf of a private company, as it is a legal entity in its own right, we will need to verify the existence of the Company and the following evidence of identity will be required:

- > Name, address and company number;
- > Address of registered office;
- > A copy of the certificate of incorporation;
- > Full names of directors and senior persons responsible for its operations;
- > Details of legal owners and beneficial owners.

We must also verify that you are authorised to act on the Company's behalf and verify yours, the legal owners and the beneficial owners' identity as we would for individuals.

## **Public Companies - Listed on Recognised Stock Exchange**

If you are instructing us on behalf of a public company, the documentation we require to verify are:

- > Name, address and company number;
- > Address of registered office.

We may also require additional document dependent upon the company formation.

## **Partnerships**

If you are instructing us on behalf of a Partnership, we will need to obtain evidence of your identity and one other Partner together with satisfactory evidence of the trading address. If the Partnership is regulated we will only need to confirm the Partnership's existence and address from a professional directory.

## **Charities and Churches**

If you are instructing us on behalf of a charity or church then we will require a record of the charity's/church's full name, registration number and place of business. We may also need to see the constitutional documents.

## **Certification of Documents**

For the avoidance of doubt this firm will not certify evidence of identity for anybody who is not a client of Nockolds Solicitors Ltd or who has not been a client within the last three years.

## **Electronic Verification Checks**

We will carry out an electronic verification check on all residential property, company commercial and commercial property matters and also on some other matters if we deem it necessary. Where this is required, the cost of the search will be added to your matter as an expense for which you will be responsible for paying as part of your invoice.

Please note that legislation on money laundering and terrorist financing has placed us under a legal duty in certain circumstances to disclose information to the National Crime Agency (NCA). Where we know or suspect a transaction on behalf of a client involves money laundering, we may be required to make a Money Laundering Disclosure to the NCA. If this happens we may not be able to inform you that a disclosure has been made or the reasons for it. In the event of such a report being made, whether appropriate or not, we will not be held liable and in no circumstances will any compensation be payable as a result.

## **6. Instruction of Agents and Experts**

Where necessary, we will instruct experts or agents on your behalf at your expense. This may include barristers, medical experts, translators, and foreign lawyers. Any instruction will be discussed with you in advance. Unless you inform us of your preferred expert, we will instruct our selected expert on your behalf. We will not be liable for any actions or failures on the part of the agent or expert, nor will we be responsible for their fees and other charges. We will ensure that we enter into a confidentiality agreement to protect your information, where appropriate.

## 7. Storage of Papers and Documents

Depending on the type of your matter, your file may be held wholly electronically or partly electronically and part in physical paper format.

If you send original documents to us then these will usually be returned to you as your matter progresses. However, if we require them for a longer period, they will be returned to you for your safe keeping after your matter is concluded.

On conclusion of your matter, if we hold any form of physical paper file, this will usually be scanned by us and stored electronically. However, on some occasions your physical paper file may be kept and stored externally in addition to electronically. This external storage facility is managed by third party professionals who are specialists in providing secure off-site document storage and confidential destruction. They have quality assurance and security management standards in place. We have an agreement with them to protect confidentiality which we regularly review, however if you would prefer not to have your file stored by our outsource provider, please let us know in writing.

We do not charge for storage of files. However, if we are asked to retrieve papers or documents from our storage facility, we may make a charge based on time spent for producing these items to you or another at your request.

If we retrieve papers or documents in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval.

We do charge for storage of wills, deeds and other securities which we hold on-site in safe custody. Further information concerning the storage of documentation and our charges is available on request.

For information on how long we will hold your personal data, please see the attached General Privacy Notice.

## 8. Client Care

We are committed to providing a high quality level of service to you which is specifically tailored to your needs. However, if you are unhappy about any aspect of our service, with the advice you have received or you have concerns regarding costs, then we do have a complaints procedure which you can follow. In the first instance, please contact the person handling your work. If they are not able to resolve matters to your satisfaction then please contact their supervisor whose details are specified in the attached letter. If you remain unhappy then please contact our dedicated Client Care and Compliance department on **01279 755777**. Alternatively, you can write to them at Nockolds Solicitors, 6 Market Square, Bishop's Stortford, Hertfordshire, CM23 3UZ, or via email to [clientcaredept@nockolds.co.uk](mailto:clientcaredept@nockolds.co.uk). A copy of our Complaint Handling Procedure is available on request and is also on our website [www.nockolds.co.uk](http://www.nockolds.co.uk).

If our Client Care and Compliance department is unable to allay your concerns and you remain dissatisfied at the end of our complaints procedure, you can then contact the Legal Ombudsman about your complaint. Any complaint to the Legal Ombudsman must usually be made within six years from the date of the act/omission, or three years from when you should have known about the complaint and within six months of receiving our final response to your complaint.

Please note that the Legal Ombudsman may not deal with a complaint about a bill if you have already applied to the court for assessment of that bill. The Legal Ombudsman Scheme Rules explain in detail who can complain about what.

For further information, you may contact the Legal Ombudsman on **0300 555 0333**, visit [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk) or write to PO Box 6806 Wolverhampton WV1 9WJ.

## 9. Bringing the Relationship to an End

Unless ended earlier, our relationship for this specific matter will come to an end when we finish our provision of services and you settle our final invoice.

## **If You Decide to End the Relationship Early**

You may terminate our instruction by doing so in writing at any time.

## **If We Decide to End the Relationship Early**

Your instruction is important to us. However in some circumstances we may decline to act for you if:

- You are unable to prove your identity;
- We do not undertake the type of work you require;
- You are unable to fund the work required or fail to make a payment on account when asked to do so;
- We do not have the resources or time to do the work required;
- We have ethical, regulatory or other reasons (if we are unable to act for you then we will normally give you a reason why);
- The work required is not within our skillset;
- You fail to provide us with instructions or necessary documents/ information in a timely manner.

Should the relationship be brought to an end by either party before conclusion of the matter, then you will be liable to pay our charges and expenses incurred up to that date. If we have agreed to work on a fixed fee then you will be liable to pay a reasonable and proportionate share of that fee reflecting the work done and expenses incurred up to the date the relationship ends. We are also entitled to keep your papers and documents whilst any charges and expenses remain unpaid. If you wish for us to transfer your file to another firm of solicitors then we may charge a fee for this which must be paid prior to the transfer.



## C: Costs, Funding and Payment

### 1. Costs Information

As we tailor our service to your specific needs, it is often impossible to tell you at the outset what the exact overall cost of a matter will be. However, we will provide you with the best information possible concerning the total costs envisaged, including expenses. This will usually be in the form of an estimate unless fixed fees apply. If an estimate is provided then this is for your guidance only and does not bind us. Please feel free to ask the person handling your work for updated costs estimates as the matter progresses.

#### Hourly Rates

Generally, we follow the established professional practice of charging for our services on the basis of a fixed hourly rate, which is calculated taking into account all usual business overheads. This rate will be clearly quoted in our initial letter to you and is reviewed on an annual basis. When charging on a time basis, our charges are calculated by multiplying the time spent (in recorded units of six minutes) by the hourly charging rates of those working for you. Please note that should it be necessary for a partner or another

member of the team to work on your matter, their time may be charged at a higher rate.

Routine letters, emails and telephone calls (made and received) are charged as units of six minutes. The charge for attending meetings with you or other parties, lengthy letters, emails and telephone calls will be on a time spent basis.

Photocopying charges and the cost of fax transmissions are normally included within the service at the hourly rate quoted. However, we reserve the right to charge separately per page where the documents copied or the fax transmissions are numerous.

If you wish to place a limit on the charges incurred on your behalf, or you wish us to notify you when charges of a certain limit have been reached, then please advise us of this urgently.

In some cases, there may also be a charge based upon:

- › The value of any property transacted;
- › The value of the Estate (in probate matters, in which case a reduced hourly charging rate is applied).

### **Fixed Fees**

In some cases, it may be more appropriate for us to agree a fixed fee with you. However, if any unexpected extra work becomes necessary, we will agree with you the nature and extent of this work and any additional charges. Where the matter does not proceed, for example on a residential property matter where the sale or purchase is aborted, we will charge on a percentage basis up to, but not exceeding, the fixed fee.

### **Value Added Tax (VAT)**

We will add VAT at the current rate to our charges. Our VAT number is 213 6243 00.

### **Expenses (Sometimes Called 'Disbursements')**

During the course of your matter we may find it necessary to incur expenses on your behalf such as search fees, experts fees and court fees. It is our policy to ask you to pay these expenses in advance of the fee being incurred.

## 2. Funding Your Matter - Other Methods

We do not offer publicly funded services. If we think you may be eligible for such funding, we will tell you and you can then decide whether to instruct another firm offering such services, or remain with us and pay us privately. Should you decide to end our instructions at this point, you will be liable to pay for all work that we have undertaken for you on the matter.

### **Before the Event Legal Expenses Insurance**

It is important to check whether you already have the benefit of before the event legal expenses insurance as in certain circumstances, this insurance may cover your legal costs, expenses and your opponent's costs. You should therefore immediately check:

- All insurance policies (in particular home contents and buildings, motor, commercial continuity);
- Credit cards;
- Bank accounts offering any additional benefits or rewards such as travel insurance etc;
- Trade union membership;
- Membership of any other professional organisation.

In order for us to act under the terms of the legal expenses insurance policy, the insurer must agree to provide cover in advance and until they have confirmed that cover is in place, you are responsible for our charges.

### **Conditional Fee ('No Win No Fee')**

Where appropriate and in accordance with our policy on such agreements, we may enter into a Conditional Fee Agreement (also known as 'No Win No Fee') with you relating to our charges. This depends on the nature of your matter and the merits of your claim. Before entering into a Conditional Fee Agreement, we will explain the terms of the agreement to you. We will let you know if this method of funding is relevant to you.

### **After the Event Legal Expenses Insurance**

In matters involving court proceedings we advise you to consider obtaining after the event legal expenses insurance to cover your expenses and your opponent's costs (should you be required to pay these) in the event that your matter is unsuccessful.

Where we consider this to be relevant, we will apply for the insurance on your behalf, and we will provide you with further information on this at the time.

We are unable to guarantee that the insurance provider will meet all or part of your claim in full. However we will review the policy in advance to ensure that it meets your needs at the time.

### **3. Other Party's Charges and Expenses**

It is important for you to understand that you alone are responsible for paying our bill, or where we receive joint instructions, you will be joint and severally liable. In some cases, you may be entitled to payment of costs by some other person but you should note that the other person may not be required to pay all the charges and expenses which you incur with us. You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. If the other party is in receipt of public funding, no costs are likely to be recovered, even if you win.

A client who is unsuccessful in a court case may be ordered to pay the other party's legal charges and expenses. The money due to the other party is in addition to our charges and expenses. We would advise you to check whether your liability for the other party's costs may be covered by any pre-purchased insurance policies that you may have (see section C(2) above).

### **4. Payments on Account and Billing Arrangements**

It is normal practice to ask clients to make payments on account at the commencement of work and as the matter progresses. These payments help to meet our expected charges and expenses, help to avoid delay in the progress of the matter and help clients budget. If you do not make a payment on account when asked to do so, then we will be entitled to stop working for you and we will bring our relationship to an end.

Unless otherwise agreed, it is our usual practice to send interim bills on a regular basis and a final bill when the matter is about to be completed. Please note that where we receive joint instructions, you will be joint and severally liable for our costs.

Our bills are payable immediately on presentation, and we reserve the right to:

- › Charge you interest on the bill at 8% per year from the date on which payment of our bill is due. If you do not pay our bill, interest will be charged on a daily basis;
- › Make a charge in connection with collecting the overdue amount;
- › Make a charge for credit card fees for business clients;
- › Do no further work for you until we are paid in full;
- › Keep all of your papers and documents until we are paid in full.

In transactions or cases where we receive money on your behalf we may deduct our costs and expenses before accounting to you.

## 5. How to Pay

Please do not make a payment to this firm until we ask you to do so. We accept payments for our invoice by cheque, bank transfer, debit card, credit card and also online through our secure website. As permitted by The Payment Services Regulation 2017, a fee may be incurred for payment made using a corporate/business card. The fee charged will be no more than that charged to us by our card payment provider

Where we ask you for money in relation to your matter or transaction, then this must be paid by cheque or bank transfer.

We will not accept payments in cash in excess of £500 per transaction. If you circumvent this policy by paying cash directly into our bank account we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

If you require further information about our charges or advice on how to pay by standing order, then please do not hesitate to contact us.

## 6. Queries About Your Bill

If you have a query concerning your bill, please discuss it immediately with the person dealing with your work. If this does not resolve your query, you have the right to complain about the bill (see Section B(8)) and/or apply to the court for an assessment of the bill under Part III of the Solicitors Act 1974. Please note that you will be responsible for all costs incurred in connection with the assessment of the bill.

## 7. Clients' Money

Money received on your behalf (including payments on account) will be held in our general client account pursuant to the SRA Accounts Rules 2019. This is an instant access account and as a result the level of interest earned is correspondingly low. We will therefore not pay interest on client funds unless our Interest Policy requires us to do so. A copy of our Interest Policy is available on request. If deemed more appropriate due to the length of time an amount will be held, we will place your funds in a separate designated deposit account and will account to you for the full amount of interest paid.

We will not be responsible for any losses resulting from the insolvency of any bank where we deposit client funds. The FSCS is the UK's statutory compensation scheme for customers of financial services firms (banks, building societies, etc.). The FSCS can pay compensation (up to £85,000) to consumers if a company is unable, or likely to be unable, to pay claims against it.

The £85,000 FSCS limit applies to the total sum of personal monies held by an individual in any one deposit-taking institution. This would include your monies held in our client account on your behalf.

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

We will seek your consent for the disclosure to FSCS of your details in the event of a deposit-taking institution failure.

## 8. Bank Transfers and Cybercrime

Due to the increasing risks of fraud - please stay vigilant.

When funds are transferred between the firm, clients and third parties, we adhere to the following procedures in order to protect against fraudsters:

- › We will ask you for your account details (sort code, account name and number) at the appropriate stage of a transaction. We will only use the original details provided by you when transferring funds. We will not

change these details unless we receive satisfactory evidence of those changes;

- › We will supply you with our account details when necessary, and these details will not change. If, having received our client account details, you then receive an email purporting to be from a member of this firm and asking for the funds to be sent to a different bank account, please contact us immediately before sending the funds.

Please refer to Section B(2) concerning the risks of email communications.

## **9. International Transactions / Overseas Bank Accounts**

If we are instructed to send funds to an overseas bank account, any such payments will be made in the currency of the country where the bank account is located. If you would prefer these funds to be remitted in sterling, please inform us before completion of your transaction. If you omit to advise us that you wish for the funds to be remitted in sterling before the transaction has been completed then we will not be responsible for any fees incurred by the bank.

If we are required to pay expenses in a foreign currency on your behalf, we will convert the sterling to foreign currency on the day of payment and you will be charged the equivalent sterling amount.

## **10. External Auditing and Due Diligence**

Our regulators and external firms or organisations may conduct audit or quality checks on our practice from time to time. They may wish to audit or quality check your file and related papers for this purpose. It is a specific requirement imposed by us that these external firms or organisations fully maintain confidentiality in relation to any files and papers which are audited or quality checked.

Your files may also be reviewed in any due diligence exercises. If you do not wish your file to be used in this way, please let us know as soon as possible.

For information on external auditing and due diligence in relation to your personal data, see the attached General Privacy Notice.

## 11. Applicable Law

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

## 12. What We Need You To Do Next

Your continuing instructions in this matter will amount to an acceptance of these terms and conditions of business. **To formalise this, please sign and date a copy of the attached letter or Work Summary and return it to us immediately. You can return this to us by taking a photograph of it and emailing it through to us, scanning it and then sending it to us by email, or simply return it to us by post or by hand.** Once we have received the signed copy back, we can then be confident that you understand the basis on which we will act for you. If you have any queries at any stage of our instruction then please contact the person handling your work and they will assist you further.



## Thank You

We are delighted to be acting on your behalf. We hope to bring the matter to a successful and timely conclusion for you.

We hope that this information addresses all immediate queries. If not, please do not hesitate to contact us to discuss and we will be pleased to assist.



★ Trustpilot



## Our Accreditations



Nockolds achieved the **Customer Service Excellence** accreditation in 2019. This is a national and independently assessed standard which is awarded to businesses that demonstrate professionalism and a truly customer-focused service.



Nockolds attained the **Investors in People** accreditation in 2010 and went on to achieve the Investors in People 'Gold' award in 2013. Following independent re-assessment, Nockolds was reaccredited with the Gold Standard in 2016 and 2019.



**Lexcel** is the Law Society's quality mark for excellence in legal practice management and client care. Nockolds was awarded the Lexcel Accreditation in 2003 and undergoes independent annual assessment to ensure continuing compliance with this quality standard.



The Law Society's **Conveyancing Quality Scheme (CQS)** provides a recognised quality standard for residential conveyancing practices. Nockolds was awarded this accreditation in 2012 and has continued to meet the standard.



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