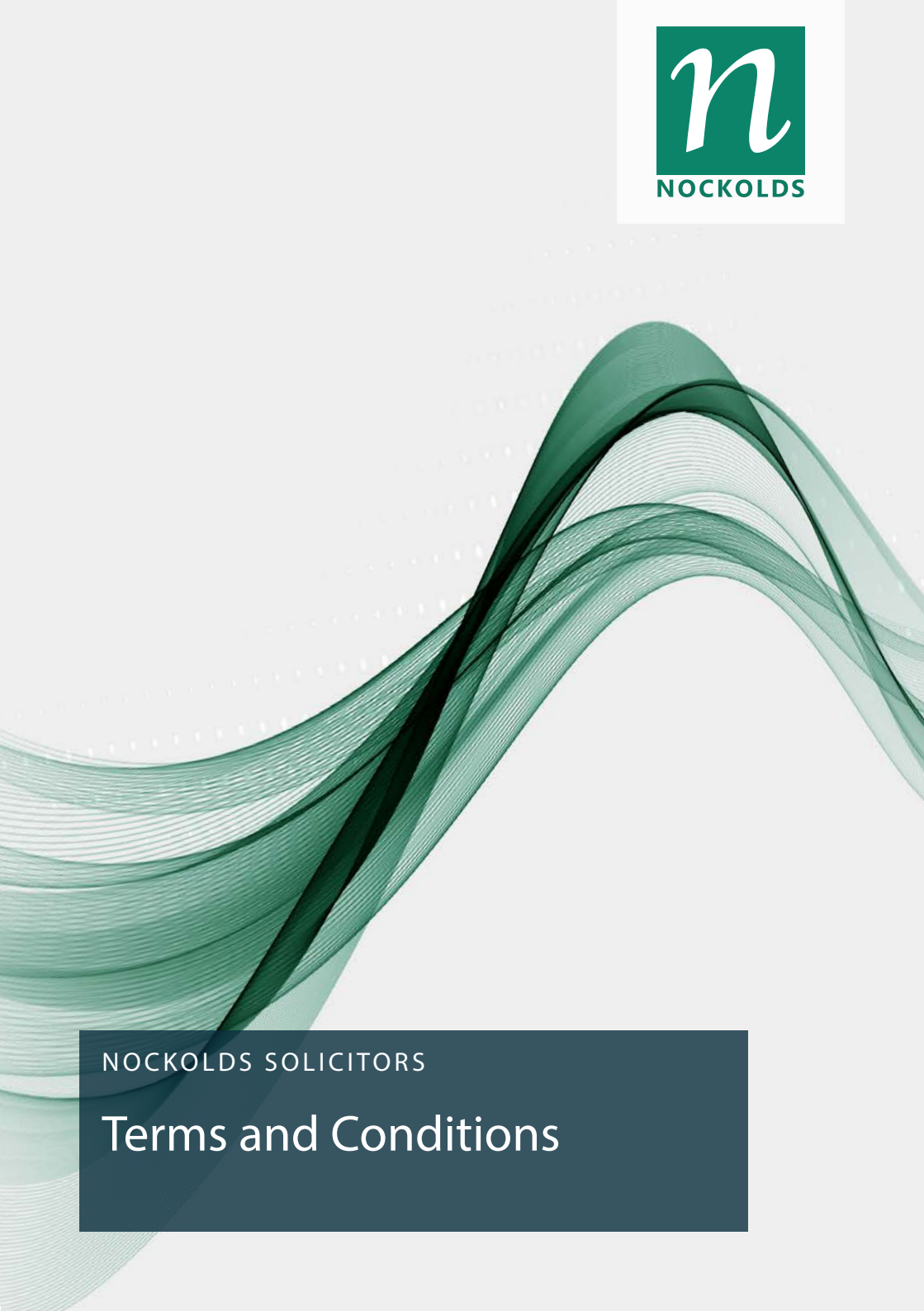

NOCKOLDS SOLICITORS

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

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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.

Use of the term 'partner' does not 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.

Our Separate Businesses ("the Nockolds Group")

Nockolds Wealth Ltd

Nockolds Wealth Ltd is a separate 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. 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 Trust Corporation Ltd

Nockolds Trust Corporation Ltd is a separate wholly owned subsidiary of Nockolds Solicitors Ltd which undertakes the administration of trusts and estates and can also act as a Court of Protection Deputy and Attorney. Where

Nockolds Trust Corporation Ltd is appointed to act, it will engage Nockolds Solicitors Ltd to undertake all legal activities on its behalf. Nockolds Trust Corporation is non-trading.

Nockolds Consulting Ltd

Nockolds Consulting Ltd is a separate independent company offering management consultancy guidance and support. Nockolds Consulting Ltd is not a regulated business and is not authorised to offer tax or financial advice. The Directors of Nockolds Solicitors have a financial interest in this business.

Nockolds Lawyers Spain S.L.

Nockolds Lawyers Spain S.L. is a separate wholly owned subsidiary of Nockolds Solicitors Ltd offering a broad range of legal services from our office in Spain. Nockolds Lawyers Spain S.L. is a Spanish incorporated entity and further details are available at www.nockolds.es.

Spanish lawyers (abogados) are regulated in their professional practice by the General Rules for Lawyers and the Spanish Lawyers Code of Conduct.

Should you instruct Nockolds Solicitors Ltd in connection with any matter involving an international element, then we may engage our Spanish lawyers or outsource certain aspects of the transaction to Nockolds Lawyers Spain S.L.

Nockolds Wealth Ltd, Nockolds Trust Corporation Ltd, Nockolds Consulting Ltd and Nockolds Lawyers Spain S.L. are separate legal entities to Nockolds Solicitors Ltd and are not authorised or regulated by the Solicitors Regulation Authority. These businesses are not required to have insurance that meets the Solicitors Regulation Authority minimum terms and conditions, nor will clients be able to make a claim from the SRA Compensation Fund. Each business has its own complaints procedure, however clients of our separate businesses will not have the right to complain to the Legal Ombudsman.

Please refer to our Privacy Notice for further information about how we process personal information. We may write to you about any of our businesses, services or seminars if we think they may be of interest to you but 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 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.

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 Commission'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. Our Privacy Notice is also on our website at www.nockolds.co.uk/client-care/. Please read this separate document carefully as it contains important information, including how to raise concerns about data protection issues.

Filing Documents with Companies House, HM Land Registry and Other Public Directories

If you instruct us to file documents with government bodies then we may be able to request for a very limited amount of your personal information to be redacted from the public record or we can apply for an exemption in limited circumstances. Details of your rights are contained in our Privacy Notice. If you would like any of your personal information withheld from a public record then please tell us well in advance of us filing any documents with these bodies so that we can discuss this with you and make the appropriate application.'

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.

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 any policies we arrange, nor do we receive referrals of work from insurers but we may charge you for any time spent assisting you in arranging an insurance policy.

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 method of communication appears appropriate in the circumstances.

We provide a bespoke service tailored to your individual needs. We will discuss timelines 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 of the time of 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. Help Us To Help You

We are committed to recognising the individual needs of all of our clients and we want to make sure that we are accessible to everyone. To help us to help you, if you have something which may impact our relationship with you, your ability to provide us with instructions or anything which may hinder your understanding of what we are doing for you, please tell us as soon as possible so that we can make reasonable adjustments. This might include receiving our information in an alternative format (for example, large print or audio), visiting you at home or taking additional steps to ensure that you properly understand what we are doing for you.

4. 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.

5. 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.

6. Zero Tolerance Policy on Harassment

We are committed to providing a respectful, professional and safe environment for our clients, employees and third parties. As part of that commitment, we have a zero-tolerance policy regarding harassment, bullying or inappropriate behaviour of any kind, whether verbal, written or physical.

Harassment is any unwanted physical, verbal or non-verbal conduct that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them.

Sexual harassment is unwanted conduct which is of a sexual nature which has the same purpose or effect. A single incident can amount to harassment.

As a part of our commitment to eradicating harassment we have provided all our staff with training and encourage our staff to report incidents of harassment they experience. Where we become aware of our staff being subjected to harassment we reserve the right to take appropriate action, and this may include speaking with you to explain our concerns, terminating our retainer (or, in the case of third party suppliers, our contract) with you and/or reporting any criminal acts to the police.

7. Anti-Money Laundering and Sanctions Obligations

The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 require solicitors to obtain satisfactory evidence of identity for 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 law requires us to have stringent checking procedures. 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. We also have an obligation to check that none of our clients are subject to any sanctions which may prevent us dealing with them.

The cost of any checks, including any ongoing monitoring checks which may be required for compliance purposes will be added to your matter as an expense for which you will be responsible for paying as part of your invoice.

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 unless it goes out of date.

To comply with the law, if you are a new client or you have not instructed us for 12 months or more, we will need to carry out some identity verification checks before we start acting for you. We use a digital provider called Infotrack as part of this process. You will be sent a link to our secure online verification

facility to complete the relevant checks. The process is fast and user-friendly and once these checks are completed, we can progress your matter.

If you are unable to complete the verification checks within our online platform, you can provide your identification documents in person by coming into one of our offices.

We can accept the following documents as evidence of identification:

Proof of name – one of the following;

- Current signed passport;
- Original birth certificate;
- National ID card (non-UK residents);
- Current UK/EEA photo card full driving licence;
- Current full old style UK driving licence;
- Benefits book;
- Firearms or shotgun certificate;
- Residence permit.

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);
- Current UK/EEA photo card full driving licence;
- Current full old style UK driving licence;
- Benefits book;
- HMRC self assessment letters or tax demand (dated within the current financial year);
- Electoral register entry.

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. We will also need to see copies of any death certificate, grant of probate and letters of administration where relevant.

Trusts

If you are acting on behalf of a Trust, we will need to obtain evidence of the identity of all 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 (in which case we will identify the class by its name). The documents required for each are the same as for individuals.

Private Companies and Limited Liability Partnerships

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 take reasonable measures to 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 and your authority to act.

Partnerships

If you are instructing us on behalf of a Partnership, we will need to obtain evidence of the Partnership's:

- Name;
- Registered address, if any;
- Trading address; and
- Nature of business.

We must also verify that you are authorised to act on the Partnership's behalf and verify your identity and the identity of the Partnership's beneficial owners. If the Partnership is made up of regulated professionals, we may only need to confirm the Partnership's existence and address from a professional directory or search of the relevant professional body. If a search of the relevant professional directory and/or professional body does not provide us with sufficient information, we will ask for evidence of the identity of at least two partners and evidence of the practice's trading address.

Charities and Churches

If you are instructing us on behalf of a registered 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. For all other types of charities we will consider the business structure and ask for documentation which is the most appropriate to that structure.

National Crime Agency

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.

8. 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.

9. 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. If you would prefer not to have your file stored by our third party provider, please let us know in writing.

After completing the work, your file will be held for at least 7 years, depending upon the nature of the matter. Some files are held indefinitely. Please refer to our General Privacy Notice for full details of our file retention periods.

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 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 will not destroy documents you ask us to deposit in safe custody. You will be charged for the storage of wills, deeds and other securities. Further information concerning the storage of documentation and our charges is available on request.

10. Client Care

We are committed to providing a high quality level of service to you which is specifically tailored to your needs. 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 Risk and Compliance Team 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. A copy of our Complaint Handling Procedure is available on request and is also on our website www.nockolds.co.uk.

If our Risk and Compliance Team 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. The Legal Ombudsman expects complaints to be made to them no later than one year from the date of the act or omission being complained about or one year from the date you should have realised that there was cause for complaint. You must also refer your complaint to the LeO within six months of our final response to you.

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 via telephone: 0300 555 0333, Minicom: 0300 555 1777, their website: www.legalombudsman.org.uk, email: enquiries@legalombudsman.org.uk, or post: Legal Ombudsman, PO Box 6167, Slough, SL1 OEH.

11. Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the "Consumer Regulations")

Under the Consumer Regulations, non-business clients who enter into a contract with us either:

- Outside of our offices, for example, if we visit you at home (known as "off premises contracts") or
- Without a face-to-face meeting, for example over the telephone (known as "distance selling contracts");

have a right to cancel their contract with us within 14 days of taking it out without giving any reason.

As a firm, we have decided to go beyond the minimum requirements of the Consumer Regulations and allow all our clients to cancel their contract with us at any time (even after the 14 days period has expired) without giving any reason. Please see Section 11 below for further details on how to bring the relationship to an end and what you will be obliged to pay.

The Consumer Regulations also state that we cannot begin providing services under off premises or distance selling contracts before the end of the cancellation period unless we have received an express request to do so from the client. Signing and returning an Estimate or our Key Information and Fee Agreement or otherwise confirming in writing that you wish us to carry out the work will be treated by us as a request to carry out work in the cancellation period. This means that you must pay for our services, even if the contract is later cancelled.

12. 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, unless you are a Nockolds HR client with a Fixed Term Retainer (such clients should refer to their Key Information and Fee Agreement for your termination rights).

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 fail to pay for the services on the dates on which payment is due and the outstanding monies remain unpaid for more than 30 days;
- 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);
- You fail to provide us with instructions or necessary documents/ information in a timely manner.
- You commit any other material breach of this agreement which is irremediable or if the breach is remediable and you fail to remedy that breach within a period of five days after being notified by us in writing;
- You commence negotiations with all or any of your class of creditors, with a view to rescheduling your debts as they fall due or admit an inability to pay your debts or are deemed unable to pay your debts within the meaning of s123 of the Insolvency Act 1986;
- A petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of you, being a company, if applicable;
- An application is made to the court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, being a company, if applicable.
- A holder of a qualifying floating charge over your assets has become entitled to appoint or has appointed an administrative receiver;
- A person becomes entitled to appoint a receiver over all or any of your assets or a receiver is appoint over all or any of your assets of you, being a company, if applicable;
- You, being an individual, if applicable, become subject of a bankruptcy petition or order;

- You suspend or cease, or threaten to suspend or cease, carrying on all or a substantial part of your business; and
- You are subject to a change of control within the meaning of section 1124 of the Corporation Tax Act 2010.

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.

Either of us can end our working relationship at any time if there is a material breakdown in trust and confidence between us. If we decide to end our engagement with you, we will give you reasonable written notice and, where possible, assist in transferring your matter to another legal adviser.

We will not terminate our services in circumstances that would be unlawful or contrary to our professional obligations.

13. Use of Artificial Intelligence

Our Use of AI

We may use AI to help deliver our services or manage some of our business operations. These systems may have large language models, machine learning tools, and generative AI. We will always review and check the accuracy of any AI-generated output before we use it or share it with you.

If we do use AI when providing our services, we will only do so where any of your information that we use is kept confidential and secure, in line with our confidentiality obligations (see section B.5).

If you have any concerns or questions about this, please let us know.

Your Use of AI

Conversations you have with us, information, and documents you create and provide us and the advice you receive from us are each covered by what is called 'legal privilege'. This means that:

- no one else is entitled to see, be told about your conversations or receive copies of information or documents created by you; and
- you will not, except in certain, limited, cases (usually only by way of an order of the court) be required to share them with the court, the other party in any litigation or any other third party, including professional or other regulators.

In summary, what you say to us, and the advice that is given to you, is private and protected and is subject to a strict duty of confidentiality. This is important so that you can speak openly with us so that we can properly advise you.

With the development of Artificial Intelligence ('AI') there are many, often free to use, AI 'tools' such as ChatGPT, Copilot, or Gemini. Each of these tools are external providers, and in law, are treated as third parties, in much the same way that another person who is not you or your solicitor is a 'third party'.

If you choose to share the details of your conversations, information or documents created by you or the advice you receive from us with a third party, it is no longer confidential between us. This means 'legal privilege' may be lost.

If legal privilege is lost, then third parties may be entitled to:

- be provided with details of your private conversations with your solicitor including the matters discussed by you, the advice you received and any steps you agreed with your solicitor you would take or not take;
- to receive copies of information or documents provided by you to us;
- to receive copies of any written advice provided by us to you.

You may be required to provide the relevant information to the third parties entitled to it or we may be required to provide it and you would not be able to prevent us from doing so.

The provision of the information may cause the following consequence to arise:

- embarrassment to you (depending on the nature of the matters involved);
- loss of reputation;
- financial loss;

- the weakening of your position in any litigation (or criminal) proceedings as a result of the use of the information or documents against you;
- and may have other, potentially serious, implications.

Whilst we understand that AI is becoming increasingly widely used, AI tools are 'third parties' and in light of the matters set out above, it is essential that you do not input any legal, strategic, or otherwise sensitive information into an AI tool. If you do so, you are at risk of the consequences set out above arising.

Rather than using an AI tool, if you have any questions or require further information about your matter please do speak to us.



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 we have agreed a fixed fee with you. 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.

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, we will charge on a percentage basis up to, but not exceeding, the fixed fee.

Fee Estimates

If any out of the ordinary work is involved, we may exceed our initial estimate but will let you know if this is likely to be the case. Also, if a matter does not proceed, our charges will be calculated as a proportion of the estimate depending how far the matter has progressed. For example, this means on a residential property matter, costs for any unsuccessful sale or purchase will not exceed the amount of our original estimate unless we have advised you otherwise.

Value Added Tax (VAT)

We will add VAT at the rate applicable when our invoices are raised. Our VAT number is 213 6243 00.

Payments to Third Parties (Sometimes Called 'Disbursements')

During the course of your matter it may be necessary to make a payment to a third party on your behalf for search fees, experts fees or court fees etc. 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, business 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 jointly 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 jointly 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(10)) 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.

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 £120,000) to consumers if a company is unable, or likely to be unable, to pay claims against it.

The £120,000 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 Key Information and Fee Agreement document 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.

Our Accreditations

Nockolds attained the Investors in People accreditation in 2010 and went on to achieve the Investors in People 'Gold' award in 2013. Nockolds has continued to retain the Gold standard since then.

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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