

## **BLACKETT HART & PRATT LLP - TERMS OF BUSINESS**

In these terms the expressions “we” or “our” refer to Blackett Hart & Pratt LLP (**hereinafter referred to as ‘BHP’**), which is a limited liability partnership registered in England and Wales (registered number OC319059) whose registered office is at Westgate House, Faverdale, Darlington, DL3 0PZ. authorised and regulated by the Solicitors Regulation Authority (“SRA”). The following names are trading names of BHP:

### **BHP Law**

References in these terms to BHP are also to the trading names listed above. In these terms, the Engagement Letter and more generally in our dealings with you, the term “partner” means a member of BHP or an employee or consultant of BHP with equivalent standing and qualifications. A full list of members may be inspected at any of our offices.

### **General**

This booklet sets out our general Terms of Business (“The Terms”) which form the basis upon which BHP accept instructions from you and are retained by you. The Terms should be read in conjunction with our Letter of Engagement which will be sent to you at the commencement of each matter. The Terms will apply unless otherwise agreed between us in writing.

### **Responsibility for your work**

Our Letter of Engagement will identify the member of BHP with immediate responsibility for your work (“the Adviser”). He or she may be assisted by trainee solicitors, paralegals, or secretaries to be as cost effective as possible.

If the Adviser is not available when you call, his or her secretary, who will be identified in the Letter of Engagement, will take a message and may be able to give a progress report.

There may be some occasions where it will be appropriate for the Adviser to refer some aspect of your matter to another Adviser in BHP where different specialist knowledge is required.

If you feel that the level of the service provided falls below the criteria outlined above or if you have any other cause for complaint you should first raise your concern with the partner responsible for your case. In the event that you have any continuing concern you should approach our Complaints Manager, John Pratt. Our Client Care Code is set out below.

In the course of carrying out your instructions, it may be customary, cost-effective, or necessary to instruct agents. Examples include the use of solicitors practising in a remote court on a procedural matter, obtaining valuation evidence or advice from a surveyor or other professional person, obtaining an expert’s report on some aspect of a case, and obtaining a review/evaluation of medical notes. It is implicit in your instructions that we have your authority to instruct such agents which we think most appropriate, within the agreed cost limitations.

In addition to our duty to you, we also owe a duty to the Court, which is imposed on us by law and under our professional codes. We cannot accept instructions from you that conflict with such duties; if you persist with instructions that we cannot accept, we will be obliged not only to terminate our retainer to you, but also to advise the Court or other person or body to whom we owe a duty.

Under the Money Laundering Regulations and Statutory Provisions, we have a legal obligation to report any suspicions we may have of money laundering. Failure to do so could result in criminal prosecution. In such cases we are not permitted to alert any Client whom we suspect.

The giving and receiving of professional undertakings between solicitors is a routine aspect of conducting professional business. An undertaking is an irrevocable promise by one solicitor to another to carry out an action or pay over a sum of money. Your instructions by implication authorise us to give, or to receive, any routine undertaking on your behalf which would normally be given or received in a typical transaction which we are carrying out. Where an undertaking exposes us to personal responsibility to pay someone else's costs, for example a Landlord's costs for a license to transfer a Lease, we will normally try to agree a limit, and require to be put in funds to cover our responsibility before we give the Undertaking. This may not always be possible depending on the circumstances of the transaction.

You may wish to limit our responsibility, and require us to seek express authority for every step we take, but this will increase the time we spend, and the costs you incur, which may not be recoverable from another party.

Inform us immediately if you change address or phone number, or if your circumstances change in a way that may affect the way we deal with your case. Tell us if you can or cannot be contacted at your place of work. We can communicate with you by email if you prefer.

### **Partners & Employees of BHP**

You acknowledge that your agreement is with BHP and no personal duty is owed to you by any individual partner or employee of BHP. Any claim in respect of any loss or damage against any of our partners or employees is the responsibility of BHP and not the individual concerned. Accordingly you agree that you will not bring any claim in respect of any loss or damage against any of our partners or employees. You agree that each and every partner and employee of BHP shall be entitled to the benefit of this provision under the Contracts (Rights of Third Parties) Act 1999.

### **Money Laundering Regulations**

You agree to our carrying out an online identity check and also if required to provide such evidence of your identity and that of directors, partners, trustees and controllers of your company or firm and of all connected shareholders and parties as we may reasonably require in order to comply with our obligations under the legislation and regulations against money laundering, terrorist financing and drug trafficking.

We may cease to act for you if you fail to comply and may at any time make such disclosures to the competent authorities as are reasonable as a result of such failure or otherwise upon suspecting that you or any such connected party is involved in money laundering.

### **Charges and Expenses**

Our charges are based primarily on the time spent and expenses incurred in dealing with a case. Time spent on your matter may include some or all of the following:

- A. Meetings with you and any other relevant person in and out of the office;
- B. Considering, preparing and working on any papers relating to your matter;
- C. Letters, making and receiving telephone calls, faxes and emails, reading/ considering incoming correspondence and documentation;
- D. Travel;
- E. Attendance and waiting time at Court hearings;
- F. Time spent on preparation of any detailed cost calculations.

In addition, you will also be responsible for travel expenses, fax and photocopying charges, other disbursements and re-charges, including search fees, land or probate registry fees, experts' fees, process server costs and direct costs in obtaining information (where applicable).

The time spent is charged at hourly rates which will vary depending upon the seniority and experience of the person undertaking your work.

The time spent is recorded in units of six minutes.

The current hourly rates of our Advisers for work that is considered "standard" within the criteria set out below, which vary depending upon the seniority and experience of the person undertaking your work, are as follows:

Partners & Consultants	£200 - £400
Solicitors	£125 - £300
Fellow of Institute of Legal Executives	£100 - £300
Executives	£75 - £275
Trainee Solicitors	£50 - £200
Junior Executives (Paralegals)	£50 - £200

We may, in addition, charge a value element by way of our fees in specific instances which are considered "non-standard" when assessed in accordance with the criteria set out below.

All of our charging rates are subject to review. We will notify you of changes in rates.

Routine letters and telephone calls made and received will be charged as units of 1/10th of an hour. Other letters and calls will be charged on a time spent basis.

In addition to the time spent, we are permitted to take into account a number of factors which include the complexity of the issues; the urgency of the matter; the expertise or specialist knowledge that the case requires and, if appropriate, the value of the property or subject matter involved.

The rates will be higher if the matter becomes more complex than expected when we will notify you.

Irrespective of the outcome of your matter you are and remain personally liable to settle our bills in accordance with the Terms.

There are circumstances when the amount of our costs which you will have to pay could be greater than the amount you can recover from another party to the case and this eventuality is covered in more detail in the later section of this booklet entitled "Contribution to Your Expenses".

All rates are quoted exclusive of VAT which will almost always be charged in addition. We will add VAT to our charge at the rate that applies at the relevant tax point for VAT purposes - usually the date of the bill.

We may require you to pay sums of money on account of the charges and expenses contemplated in the following weeks or months and further payments on account for charges and expenses as the matter progresses. These payments are held by us as monies on account of costs and from time to time we will render interim bills and these monies will be applied, as we consider appropriate, in discharge or reduction of any disbursement to be paid or any subsequent invoice rendered. When the matter is finished a final bill will be rendered and any balance will be payable by you.

It is important to understand that the total charges and expenses may be greater than any advance payments.

Any residual balances held at the conclusion of a matter will be sent to the client by way of cheque or BACS payment to a bank account nominated by the client.

For your convenience we do accept payment of bills by debit or credit card.

## **Billing Arrangements**

We will normally send you an interim bill for our charges and expenses when agreed budget limits have been met or at regular intervals while the work is in progress. Unless otherwise agreed in writing we will render invoices for payment every month or at such other times as we deem appropriate. Each invoice so rendered will be accepted as a "interim bill" in respect of the work done during the period it

covers. We will send a final bill upon completion of the work. Payment is due to us within 14 days of the date of the invoice unless otherwise agreed with you in writing.

Costs are payable whether or not a case is successfully concluded or a transaction completed unless otherwise agreed in writing. If any case or transaction does not proceed to completion for any reason during the period in which we are instructed then we shall be entitled to charge for all work done unless we have agreed otherwise in writing.

We reserve the right to exercise our statutory right to claim interest and compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002 ("the late payment legislation") if we are not paid according to agreed credit terms. In cases where the late payment legislation does not apply and you fail to pay us in accordance with our agreed credit terms, it is agreed that we may charge interest from the date of the invoice on the amount unpaid at the rate of 5% per annum above the base rate from time to time of Svenska Handelsbanken AB Bank before and after judgment.

Property Transactions: An invoice will be rendered prior to completion and payment is required on or before completion. Where sufficient funds are due to you on completion, unless otherwise agreed in writing, the amount of any outstanding invoices shall be deducted from such funds.

Administration of Estates: Invoices will be rendered at intervals during the administration. The first invoice will normally be submitted when the Grant has been obtained. Thereafter, interim invoices will normally be rendered every three months (see paragraph "Billing Arrangements" above for status of such invoices) and the last account will normally be submitted when the Estate Accounts are delivered for approval.

If you have any query about your account, you should contact the Adviser immediately.

## **Responsibility for Payment**

Unless otherwise agreed in writing you will be personally responsible for the settlement of our invoices regardless of any agreement or order for some other person to pay your costs.

Where an agreement or order exists for another party to pay your costs, invoices will be rendered to you for payment and when, and if, payment is recovered from any person who has agreed to be responsible for your costs such sums recovered will be applied in the following priority:

- (i) to discharge or reduce any disbursements incurred or made on your behalf in respect of any matter, cause or action being or which has been dealt with by us on your behalf (the "Transaction");
- (ii) to discharge interest accrued on any invoice rendered which remains unpaid in respect of any Transaction;
- (iii) to discharge any unpaid invoice in respect of any Transaction;
- (iv) on account of fees, disbursements and VAT generally in respect of any unfulfilled request made in accordance with clause 3 above in respect of any Transaction;
- (v) to pay to you.

## **Estimates**

In litigation matters and transactions involving you and someone else the time spent will be affected by the attitudes adopted by the other parties and their solicitors. We cannot, therefore, work out in advance the time we are likely to be obliged to spend to do justice to your instructions. We will, however, provide you with our best estimate of charges, including disbursements and Counsel's fees, both at the outset of the matter and at regular intervals or at your request. Whenever possible, an estimate of fees will be given in advance. Any oral estimate will be confirmed in writing. Any estimate provided is given in good faith as a guideline but cannot always be adhered to. You will be advised in writing if the nature or circumstances of the work being undertaken on your behalf changes in such a way as to render the estimate given inappropriate, and, if possible, a revised estimate will be given. In any event our fees will be calculated in accordance with the section on charges and expenses above.

Any change in your own instructions may also involve us in additional time which may affect the estimate given.

You can set a limit on the costs which are to be incurred. In such a case you will be advised in writing when that limit has been reached and be given the details of the nature of work undertaken on your behalf. At this stage an invoice will be rendered for payment.

## **Payments**

When fees or payments are required to be made on your behalf we will assume instructions to discharge these but will notify you where such amounts are substantial.

When appropriate, we will consult you before appointing Agents or Experts. You will be responsible to us for all fees and payments made in connection with any such appointments or made otherwise on your behalf.

## **Contribution to Your Expenses**

In some matters a client may be entitled to the payment of costs by another person. It is important that you understand that in such cases the other party may not be required to pay all of your charges and expenses, which you incur with us. You have to pay our charges and expenses in the first place, and the amounts which can be recovered from another party will only be a contribution towards them.

It is also important that you are aware that any such order for costs in your favour is not a guarantee of payment by your opponent. There may also be a time delay before you are reimbursed.

In the event that your case is unsuccessful, you should be aware that you may be liable to pay your opponent's costs in addition to your own.

In certain cases, where you will be liable to pay another parties costs, you may be able to obtain insurance to cover that risk. If you wish to obtain details of the cost and type of cover available, please contact your adviser.

If the unsuccessful party is in receipt of Legal Aid then no costs are likely to be recovered notwithstanding the terms of any court order.

If the matter proceeds to trial a Judge has discretion to award costs. Again, it may well be that you receive a contribution from your opponent in respect of your costs and disbursements. It is important that you are aware that any such order for costs made in your favour, is not a guarantee of payment by your opponent.

If the matter is either settled by consent or indeed by an order made at Court, costs will be considered. Even if you are successful in your action the other party may not be ordered to pay all your costs and disbursements in full.

In cases where another party is required to pay or contribute to your costs, you will remain personally liable to settle our bill on our usual terms. There may be a time delay before you are reimbursed. In cases where we agree to await payment of our bills or part thereof from the other party, interest can be claimed from that party as from the date on which the court order for costs was made. Such interest will be applied first towards interest on our outstanding bill and any surplus will be paid to you.

You will also be responsible for paying the charges and expenses incurred in seeking to recover any charges and disbursements that a court orders the other party to pay.

In circumstances where you have to discharge the costs of others and you are registered for V.A.T., you will not be able to reclaim V.A.T. as an input, as the service has been provided for someone other than yourself.

## **Interest Payment**

Any money received on your behalf will be held in our Client Account. A payment made gross in lieu of interest will be calculated and paid to you, in accordance with our Interest Policy, details of which can be found on our website or can be supplied upon request. The period for which interest will be paid will, subject to the above, normally run from the date(s) on which cleared funds are received by us until the date(s) the payment is made to you from our Client Account.

## **Notice**

Pursuant to sections 70, 71 and 72 of the Solicitors Act 1974 you may (in accordance with the provisions of those Sections) make an application for taxation which is an assessment by the court as to the reasonableness of any costs claimed in any invoice delivered to you in respect of work undertaken on your behalf.

We are entitled to charge interest on the outstanding amount of the bill in accordance with Article 5 of the Solicitors (Non-Contentious Business Remuneration Order 2009) after the expiry of one month of delivery of the bill.

## **Liability**

We will perform the work which we do for you with reasonable skill and care and we acknowledge that we will be liable to you for losses, damages, costs or expenses ("losses") caused by our negligence or wilful default, subject to the following provisions:

- BHP will not be so liable if such losses are due to the provision of false, misleading or incomplete information or documentation or due to the acts or omissions of any person other than BHP;
- The aggregate liability, whether to you or any third party, of whatever nature, whether in contract, tort or for breach of fiduciary duty or otherwise, on the part of BHP or its partners or employees for any losses whatsoever and howsoever caused arising from or in any way connected with each project upon which we are instructed and/or advice on it, shall not exceed £3 million.
- The liability on the part of BHP or its partners or employees, whether to you or any third party, in contract or tort or for breach of fiduciary duty or under statute or otherwise for any indirect or consequential economic loss or damage (including loss of profits) suffered by you or any third party arising from or in connection with the project on which we are instructed and/or advice on it, however the indirect or consequential economic loss or damage is caused, including our negligence but not our wilful default, shall be excluded.
- Nothing in this section of these Terms shall impose on BHP any liability of any kind or for any amount which we would not have, or preclude any defence we might have, but for this section.
- Nothing in this section of these Terms shall have the effect of restricting our liability in respect of any kind of loss, damage or liability which cannot or must not be excluded or limited under English law.
- In instances where we hold money on your behalf, we will do so in a client account in accordance with the Accounts Rules in the new SRA Standards and Regulations/Code of Conduct for Solicitors and Firms. Money will be deposited at a bank or building society, as defined in section 87 of the Solicitors Act 1974. Please note that if there is a banking failure, we cannot be held liable to refund money lost to you as a result of such failure. Your funds will, however, be protected under the terms of the Financial Services Compensation Scheme to the extent of the protection afforded to depositors under that Scheme.

## **Storage of papers and documents**

After completing the work, we are entitled to retain all your papers and documents (including title deeds) until our charges and expenses have been paid in full.

We will keep our file of papers (both paper & electronic) for no less than six years after the date of conclusion of the matter. Prior to storage all personal documentation will be removed from the file and forwarded to you unless you specifically instruct us in writing to do otherwise. We will not destroy documents you ask us to deposit in safe custody.

Upon reaching the recommended file destruction date for your matter the file of papers (both paper & electronic) will be automatically destroyed unless you instruct us to the contrary in writing which we acknowledge.

It is now our policy to destroy all working papers, files and correspondence (though not original documents) which are more than six years old except where specifically agreed otherwise.

In the event of you requiring your file or any information contained therein at any time prior to the destruction date you should write to the office dealing with your matter quoting the reference indicated on our last correspondence to you.

If we retrieve papers or documents from storage in relation to continuing or new instructions from you we will not normally charge for such retrieval but we reserve the right to do so. If retrieval has been requested by you or by us on your behalf on less than 24 hours notice, we may make a charge based on time spent producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with the instructions given by you on your behalf.

Subject to your agreement where you request BHP to retain your deeds a small annual charge will be made to cover the costs of storage and to ensure your documents are fully protected against fire, flood damage and insured for loss and reinstatement. Storage will not be undertaken without your agreement to the charge.

## **BHP does not make any charge for the storage of wills**

The storage of your papers and documents does not constitute an implied retainer. In this respect the completion or termination of any given matter relinquishes BHP from all responsibility from notifying you of any date, time limits or clauses contained within any general papers and documents including leases, deeds and wills that may expire during the course of their storage.

## **Insurance**

We maintain professional indemnity insurance in accordance with the Solicitors' Indemnity Rules 1987 well in excess of the minimum requirements. Details of the insurers and the territorial coverage of the policy are available for inspection at our offices.

## **Insurance Mediation**

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk](http://www.fca.org.uk).

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent

regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body of the Law Society.

## **Termination**

You may terminate your instructions to us in writing at any time but we will be entitled to retain your papers and documents until our charges and expenses are paid in full.

We reserve the right to stop acting for you if:

- You fail to pay our costs or money on account of costs in accordance with these Terms of Business.
- We cannot continue to act without being in breach of rules of professional conduct.
- We are unable to obtain clear instructions from you.
- For any reason there has been a serious breakdown in confidence between us.

In such cases we will give you reasonable notice of such termination. In cases of termination of instructions, you will be responsible for our charges to date.

In all cases our retainer in respect of any specific matter terminates on the issue of a final bill.

## **Notice of the Right to Cancel**

We may not have met with you, in which case the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 will apply. This means you may have the right to cancel your instructions to us up to 14 working days from the date you receive the Letter of Engagement. However, if you wish us to start work before expiry of the 14 day period you must agree in writing that you wish us to start work immediately and in doing so you will lose your right to cancel your instructions to us under the Regulations in the 14 day period. By signing and returning the 'Request to start work during the cancellation period' form which is attached to the Letter of Engagement (by fax or email, if necessary), you agree to this and that you wish us to proceed with your work immediately.

## **Limited Companies**

When accepting instructions to act on behalf of a limited company, we may require a Director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of BHP. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out earlier.

## **Use of your Information**

Everything you tell us about your affairs is treated by us as confidential except to the extent that you instruct us to disclose information or where we are compelled to disclose it by law. In some circumstances we may verify your details for fraud prevention purposes (including in satisfaction of our money laundering obligations) and, like other legal and financial bodies, we are legally obliged to report suspicious transactions to the National Crime Agency (NCA).

From time to time we may be called upon to demonstrate our maintenance of certain professional standards as set by appropriate authorities and/or to satisfy our auditors and/or to comply with other statutory requirements. Unless you notify us to the contrary, we will assume that we have your authority to produce your file for that purpose as an exception to our duty of confidentiality.

Our main use of your personal information is to provide you with the specific service that you require and to administer your account with us (which, where necessary, may include tracing and collecting debts). In some circumstances we may wish to perform a search with a licensed Credit Reference Agency. This Agency will then keep a record of the search and may make this available to other bodies seeking credit references from them.



Topics;

- What information do we collect about you?
- How will we use the information about you?
- Data protection registration
- Marketing
- Access to your information and correction
- Cookies on our website
- Other websites

### **What information do we collect about you?**

We collect information about you when you voluntarily complete our enquiry forms, send us a message or contact us by any other means of communication. Website usage information is collected using cookies.

We endeavour to take all reasonable steps to protect your personal information. Our electronic systems are protected through the use of firewalls and anti-virus software. All data is further protected and held as part of our disaster recovery plan. However, we cannot guarantee the security of any data you disclose online. You accept the inherent security risks of providing information and dealing online over the internet and will not hold us responsible for any breach of security unless this is due to our negligence or wilful default.

### **How will we use the information about you?**

We collect information about you only when it is needed to provide services you have enquired about, or asked us to provide, or to respond to your requests for information.

BHP Law will not share your information for marketing purposes with companies outside of Blackett Hart & Pratt LLP.

In carrying out your matter, it may be necessary to send your details to relevant third parties. We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal information for their own purpose and only permit them to process your personal data for specified purpose and in accordance with our instructions.

### **Data protection registration**

We are registered as a data controller with the UK Information Commissioner's Office. Our data protection registration can be found here: <https://ico.org.uk>.

### **Marketing**

From time to time we would like to send you information about the services that BHP Law offer which may be of interest to you. If you have consented to receive marketing, you may opt out at a later date.

You have a right at any time to stop us from contacting you for marketing purposes.

If you no longer wish to be contacted for marketing purposes, please let us know.

### **Access to your information and correction**

You have the right to request a copy of the information that we hold about you. If you would like a copy of this information, please email John Pratt at [datarequest@bhplaw.co.uk](mailto:datarequest@bhplaw.co.uk) or write to us at John

Pratt, BHP Law, Westgate House, Faverdale, Darlington, DL3 0PZ. If the information we hold about you is excessive we may make a small charge for this service.

We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information which you think is inaccurate.

### **Cookies on our website**

Cookies are text files placed on your computer to collect standard internet log information and visitor behaviour information. This information is used to track visitor use of the website and to compile statistical reports on website activity. We use cookies so that we can give you a better experience when you return to our website.

For further information visit [www.aboutcookies.org](http://www.aboutcookies.org).

Most web browsers automatically accept cookies, you can set your browser not to accept cookies and the above website will tell you how to remove cookies from your browser. However, in a few cases some of our website features may not function as a result.

### **Other Websites**

Our website contains links to other websites. This privacy policy only applies to this website so when you link to other websites you should read their own privacy policies.

### **Future Instructions**

Unless otherwise agreed, and subject to the application of then current hourly rates (if appropriate), these terms and conditions of business shall apply to any future instructions given by you to us. Any future instructions given by you to us and your continuing instructions on work currently being undertaken on your behalf will amount to an acceptance of these terms and conditions of business save and to the extent otherwise agreed with you in writing.

### **Client Care Code**

We are committed to meeting the highest quality standards in the delivery of the services we provide to our clients. We take any problems that may arise with clients extremely seriously.

We have a procedure in place to ensure that complaints are identified as early as possible and that appropriate action is taken quickly and thoroughly to deal with them. Initial responsibility for identifying a complaint and ensuring appropriate action is taken rests with the adviser dealing with the matter or supervising those involved in dealing with the client.

If the complaint relates to our charges, the Adviser should remind the client of his right to object to the bill and apply for an assessment of the bill under Part III of the Solicitors Act 1974. The usual time limit for making such an application is one month from the date of delivery of the bill. If the application is made after one month but before twelve months from delivery of the bill, the court's permission is required for the bill to be assessed.

Those complaints which cannot be resolved between the client and the Adviser will be investigated in accordance with an internal written procedure which involves:

- Acknowledging receipt of complaint within 3 working days and enclosing a copy of our complaints policy;
- Carrying out a full review of the client's file;

- Responding to the client with our views on the complaint and how we propose to resolve it within 21 days of the acknowledgement letter;
- In the event the client is not satisfied with our response, instigating a further review by another partner.

If you remain unsatisfied you may take your complaint to the Legal Ombudsman at PO Box 6167, Slough, SL1 0EH or telephone on 0300 555 0333. Contact should normally be made within six months of receiving our final written response to your complaint and not later than:

- one year from the date of the act or omission being complained about; or
- one year from the date when you should have realised that there was cause for complaint.

Further details are available on the website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

In so far as complaints relating to Lettings & Property Management work are concerned, if you are still not satisfied you can ask the Property Redress Scheme to look into your complaint. You can contact the Property Redress Scheme:

- by post at First Floor, Lumiere, Elstree Way, Borehamwood, Hertfordshire, WD6 1JH
- by telephone: 0333 321 9418
- by email: [info@theprs.co.uk](mailto:info@theprs.co.uk)
- website: [www.theprs.co.uk](http://www.theprs.co.uk)

### **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 on the link below to see how you can raise your concerns with The Solicitors Regulation Authority.

<https://www.sra.org.uk/consumers/problems/report-solicitor/>

Or alternatively contact the SRA at:

Solicitors Regulation Authority

The Cube

199 Wharfside Street

Birmingham

B1 1RN

Tel: 0370 6062555

### **What will it cost?**

We will not charge you for handling your complaint.

Please note that if we have issued a bill for work done on the matter, and all or some of the bill is not paid, we may be entitled to charge interest on the amount outstanding.

The Legal Ombudsman and Solicitors Regulation Authority service is free of charge.

## **Communication between you and us**

We will aim to communicate with you by such a method as you may request. When communicating by email BHP cannot accept responsibility for loss or damage arising from the use of emails or attachments and we recommend that you subject these to virus checking procedures prior to use.

Unless you withdraw consent, we will communicate with others when appropriate by email or fax but we cannot be responsible for the security of correspondence and documents sent by email or fax.

## **Third party rights**

It is agreed between us that save as expressly stated in these terms the Contracts (Rights of Third Parties) Act 1999 does not apply to the terms of our engagement or any subsequent amendment to it.

## **Other Services**

In accordance with the SRA Standards and Regulations/Code of Conduct for Solicitors and Firms, your individual instructions to which the Terms relate, appoint us to provide advice and guidance in accordance with the specific matter as detailed in our letter of engagement.

Your instructions do not place any duty upon us to provide you with any other advice, legal or otherwise, unless specifically instructed by you and confirmed by us in writing.

## **Conclusion**

Please note that your continuing instructions in this matter will amount to your acceptance of the Terms, and unless otherwise agreed, the Terms will apply to any future instructions you give us.

This is an important document. Please keep it in a safe place for future reference.

*Version 32 (LLP 03/02/2025)*