



## Terms and conditions of business

## TERMS AND CONDITIONS OF BUSINESS

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### 1 Introduction

- 1.1 The legal services that KPL Solicitors provides are authorised and regulated by the Solicitors Regulation Authority whose rules can be inspected at [www.sra.org.uk](http://www.sra.org.uk). Our registration number with the Solicitors Regulation Authority is 662828. These terms and conditions are set out to comply with certain standards recommended by various legal requirements and the requirements and advice of the Solicitors Regulation Authority and the Law Society. Their other purpose is to indicate to clients as clearly as possible the standard of service that they can expect from us, the amounts that we will charge for the work that we do and our methods of charging.
- 1.2 These terms and conditions do not affect the statutory and common law rules that govern solicitors' business. However, if there is a conflict between the terms and conditions and such rules, the terms and conditions will prevail so far as it is possible for them to do so.
- 1.1 When the words 'we' and 'us' are used in these terms and conditions, they mean KPL Solicitors. KPL Solicitors Limited trading as KPL Solicitors is a company incorporated in England and Wales with registered number 12180415. Its registered office is at 9 Hatch Lane, London, E4 6LP. Bozena Kuplinska is a sole director of KPL Solicitors Limited.
- 1.2 You can find details of the postal address, fax number, telephone number and email address of our office on our website at [www.kplsolicitors.com](http://www.kplsolicitors.com)
- 1.3 We are registered for VAT purposes. Our VAT registration number is 250 1764 29.
- 1.4 These terms and conditions, any letter that we may send you confirming your instructions to us and any document referred to in that letter, together represent the terms and conditions of business on which we contract with you.
- 1.5 Your continuing instructions in this matter will amount to your acceptance of these terms and conditions.
- 1.6 Unless otherwise agreed, these terms and conditions will apply to all future instructions you give us on this or any other matter.
- 1.7 These terms and conditions of business are subject to change from time to time and are updated on our website at [www.kplsolicitors.com](http://www.kplsolicitors.com)
- 1.8 This contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

### 2 Visiting our offices

- 2.1 We are normally open between 9am - 1pm and 2pm - 5pm from Monday to Friday. We may be able to arrange appointments outside of these hours, in cases of emergency. We are closed on all bank holidays.

### 3 Service standards

The following points indicate our general policy as to how we will provide legal services in relation to the matter for which you have instructed us.

- 3.1 **Use of plain English:** Our aim is to use plain, straightforward and non-technical language in our written and verbal communications. If documents and communications from other persons or organisations are not expressed in this type of language, we will clearly explain the meaning as far as it is reasonably possible to do so.
- 3.2 **Keeping you informed of what is happening:** We will update you at appropriate intervals on the likely timescale for each stage of your matter and any important changes in those estimates. Whenever there is a material change in circumstances associated with your matter, we will update you on whether the likely outcomes still justify the likely costs and risks.
- 3.3 **Explaining what we are doing for you:** We will let you know what legal and other work we are carrying out for you as your matter advances. We may do this in writing, by telephone or by email.
- 3.4 **Costs information:** If we are charging on a fixed fee basis, we will inform you as soon as it becomes apparent that the work we need to do is outside the scope of work to be carried out as stated in the letter which accompanies these terms and conditions. If we have provided an estimate as to the amount of work involved, we will inform you as soon as it becomes apparent that the work we need to do is outside the scope of work to be carried out as stated in the letter which accompanies these terms and conditions or the amount of time required to perform the work exceeds what we estimated.
- 3.5 **Timescales:** We will provide you with up to date information on the progress of the transaction, or transactions if we are handling both a sale and a purchase for you, and consult with you on likely completion dates as soon as we are able to do so.

#### **4 Equality and diversity**

We have a strong commitment to embracing as well as promoting equality and diversity in the relationships that we have with our clients, our employees and third parties. If you would like to see our equality and diversity policy, please let us know.

#### **5 Responsibility for the work carried out on your behalf**

- 5.1 The person(s) who will carry out all or the majority of the work on your matter is or are shown on the letter that accompanies these terms and conditions.
- 5.2 In certain circumstances, it may be appropriate for some work to be carried out by other members of staff, such as paralegals, administrators or secretaries. This allows us to provide a more efficient service to you and also to charge you the appropriate amount for the work done. All work by such staff is performed under the supervision of a solicitor. A director has overall supervision of the matter.

#### **6 Charges and expenses**

##### **6.1 How we charge**

We charge for the work that we do in a number of possible ways:

- 6.1.1 you pay us a fixed amount;
- 6.1.2 we estimate the likely amount of our fees; or
- 6.1.3 our fees are based on the amount of time that we spend dealing with your matter.

Our method of charging in your case is specified in the letter which accompanies these terms and conditions.

**6.2 Fees based on the amount of time that we spend dealing with your matter**

If it becomes necessary to charge extra under the terms set out in the letter which accompanies these terms and conditions this will be calculated on the basis of our current hourly rates which are as follows. These rates will be reviewed in April and if they are to be varied in your matter, we will inform you of the new rates at the time.

Directors	£250
Solicitors	£200
Trainee	£100
Paralegal	£100

**6.3 VAT**

We add VAT to our charges at the rate that applies when we carry out the work. Currently this is 20%. Our VAT registration number is 250 1764 29.

**6.4 Disbursements**

You will also be required to pay for the expenses that we incur on your behalf (commonly called 'disbursements') as explained in the document 'You and your house purchase or sale' and in the letter which accompanies these terms and conditions.

**6.5 Matter not concluded**

If your matter is not concluded, we will still charge for the time that we have spent and the disbursements and expenses that we have incurred on your behalf. You would still be required to pay our charges and expenses.

**6.6 Money on account**

We will usually ask you to pay certain sums in advance of us carrying out work and incurring expenses on your behalf. From time to time, we will ask for further sums in advance during the course of the matter. We will offset such payments made in advance against the invoices that we send you from time to time and the final invoice. However, you should be aware that the total charges and expenses are likely to exceed the advance payments that you have made to us.

**6.7 Clearance of funds**

Since we are not allowed to use one client's money for any other client's matter we will need to ensure that any cheques or other forms of payment that you provide to us have cleared before carrying out work on any aspect of your matter. Should you prefer to pay by direct transfer please be sure to use the bank details that we have provided to you.

**6.8 How we deal with payments**

6.8.1 You can pay us by cheque or by making an electronic payment. Our policy is not to accept any payment from you (or from a third party) in cash.

- 6.8.2 Should you prefer to pay by direct transfer please be sure to use the bank details that we have provided to you. We will not be changing banks during the time that we are handling your matter so if you receive notice to this effect, or if you receive a request for a payment that you were not expecting, please check with us before paying any such amount as it may well be an attempted fraud by someone who has hacked into emails.
- 6.8.3 If you make any cash payment directly or indirectly into our bank account to avoid the policy stated in paragraph 6.8.1 above, we may have to carry out investigations to determine the source of the funds. If this is the case, we may decide to charge you for carrying out the investigations.
- 6.8.4 If we need to make any payments to you, we will only do so by writing a cheque in your name or sending the money directly to a bank or building society in your name. We will not make payments to third parties or in cash (whether to you or a third party).

## **7 Invoices and fraud**

- 7.1 We will normally send you our bill following the exchange of contracts and payment is required on a purchase prior to completion, and at completion on a sale. If sufficient funds are available on completion, and we have sent you a bill, we will deduct our charges and expenses from the funds. As it is essential under the applicable professional rules for us to have cleared funds at our disposal for any payment to be made, if you are paying us by cheque, we must receive it at least 7 days before the purchase. We will provide you with our client account details if you require them.
- 7.2 As you will probably be aware, there is a growing problem of fraudsters intercepting emails and attempting to divert funds for their own advantage. Please note that we will not be changing our bank account details during this transaction and, if you receive a message suggesting that we have, please refer it to us immediately and do not pay it. Likewise, if you receive a message requesting funds that you were not expecting please do not pay it until you have spoken to us. If you pay funds to criminals we will be unable to reimburse you and it is unlikely that you will be repaid by your bank.
- 7.3 You should pay our invoices on receipt. We will charge you interest at 8% per year as from 28 days of the date of the invoice. Interest is charged on a daily basis.

## **8 Financial benefits arising while acting for you**

If we receive any financial benefit arising from the matter for which you are instructing us, we will account to you for the sum in full and tell you how we came by it. For example, we may receive a commission payment or a referral payment where a third party provides a service to you following a recommendation from us. In some circumstances we may suggest that we retain some or all of the payment but may only do so if you agree to our doing so.

## **9 Referrals**

- 9.1 We sometimes obtain some of our work from third parties. In these circumstances, third parties will refer a client to us in return for us paying them a referral fee or sharing some of our fees with them.
- 9.2 We will only accept such referrals where our professional judgment and independence are not prejudiced, and where your interests as a client are not affected in any way.

9.3 If we have entered into an arrangement with a third party who has referred or introduced you to us in return for us paying them a referral fee or sharing our fees with them, we will let you know about this. Where this is the case, we will confirm the arrangement and the amount of our fee that we are sharing with the third party or the amount of the referral fee that we will pay them in the letter which accompanies these terms and conditions.

## **10 Data protection**

10.1 We use the information you provide primarily for the provision of legal services to you and for related purposes including:

10.1.1 addressing correspondence and related documents to other parties and opponents in any litigation, as well as other agencies such as the courts or government agencies where relevant to the work we are doing for you; and

10.1.2 maintaining the financial and other personal information we are required to keep under the professional rules we are subject to and by law, including our obligations to HM Revenue and Customs.

10.2 Our use of that information is subject to your instructions, the EU General Data Protection Regulation, the Data Protection Act 2018 and our professional duty of confidentiality. Please note that our work for you may require us to provide the information we hold on you to various third parties such as expert witnesses and other professional advisers, the Solicitors Regulation Authority as our regulator, our bank if details are required by them in relation to the operation of our client account and we are holding monies for you accordingly, our financial auditors and also any quality management inspectors for any such schemes to which we subscribe. Where appropriate we will obtain confidentiality agreements from any such relevant external sources including where we outsource any business support functions.

10.3 The legal bases which are relevant to the work we undertake for you are mostly in order that we can perform satisfactorily the contract we have with you and also so that we can protect our interests and those of our professional indemnity insurers in the event of a future claim. We are required by law to retain certain data including identity and address details in order that we can comply with the government's anti-money laundering controls (see paragraphs 15 and 16 below). We would also need your consent to send you future marketing information (see paragraph 26 below).

10.4 We do not envisage sending any of your personal data outside the United Kingdom or the European Union.

10.5 You have a number of rights as a data subject including the rights to:

10.5.1 be informed of the data we hold on you;

10.5.2 have any incorrect or out of date data rectified;

10.5.3 cease to receive certain forms of communication or to restrict processing;

10.5.4 take your data elsewhere ('portability'); and

10.5.5 object to our use of data.

10.6 Unlike certain other business concerns we do not as a law firm involve ourselves in automated decision making and profiling.

10.7 The person responsible for data protection within this firm is Bozena Kuplinska. You have a right of access under data protection legislation to the personal data that we hold about you and if you would like to make a request to know about this please let the above named person know, preferably in writing by post or email to [bozena@kplsolicitors.com](mailto:bozena@kplsolicitors.com) stating 'data subject access request'.

10.8 If you are unhappy about the way that we are managing your data you have a right to object to the Information Commissioner at:

Information Commissioner's Office

Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF

Telephone: 0303 123 1113

Please also see your rights to complain to the Legal Ombudsman (see paragraph 20.2 below).

## **11 Email (and other forms of electronic communication)**

Email and other forms of electronic communication (such as texting and voicemail) enable us to communicate more quickly with our clients (and also enable clients to correspond with us more quickly). However, not every client finds one or more of these methods of communication acceptable, not least as there have been mounting concerns as to the risk that fraudsters and hackers might intercept such messages and so gain access to their contents. We will assume that we have your agreement to communicating by email and texts unless you tell us otherwise.

## **12 Online access**

12.1 If we have agreed that you can access online progress reports concerning your matter through our website, the password that we provide you must be kept safe, secure and secret. We will not be liable for any losses or breach of confidentiality caused by your failure to keep such details secure or permitting someone else to access your matter file.

12.2 If you no longer require access to online progress reports, please let us know by email or in writing.

12.3 If you have given permission for third parties or the selling agent to have access to the online progress reports concerning your matter, they will be given a separate password. This will restrict access to only one matter and will not enable them to see information about other matters on which you have instructed us.

## **13 Outsourcing**

In order for us to deal with your matter promptly, we sometimes arrange for certain tasks to be carried out by persons not directly employed by us. The tasks usually consist of administrative or clerical work (such as typing, photocopying or filing). Where we do this, it will mean that the contents of your file (including information about yourself) must be provided to them in order to perform the tasks. We will always try to have a confidentiality agreement in place with such persons. If you do not wish us to allow persons who are not directly employed to carry out such tasks, please tell us as soon as possible.

## **14 Examination of our files and systems by third parties**

We may be subject to inspection by various external organisations including in relation to the Lexcel quality standard or the Conveyancing Quality Scheme of the Law Society of England and Wales. We will obtain an assurance of confidentiality when any such inspection occurs but please advise the person handling your matter if you would prefer for your file to be withheld from inspection for these purposes. Work on your matter will not be affected in any way if you would prefer to withhold consent.

## **15 Proof of identity**

- 15.1 We are obliged to obtain satisfactory evidence of the identity of our clients and often others involved in the transactions or cases we are dealing with. In most cases these checks are a mandatory element of the government's controls over money laundering and terrorist financing and we are required to conduct them by law, and in other circumstances we are required to do so by the professional rules that we are subject to. Our usual practice will be to ask to see your original passport or photo driving licence and a recent utility bill and bank statement. If it is not practicable for us to meet you at an early stage of the work we are handling for you, we may ask you to obtain certified documents from another lawyer or financial professional elsewhere and submit these certified copies to us in the post.
- 15.2 When acting for a company we will be obliged to check the name of the body corporate and its company number or other registration number and the address of its registered office, and if different, its principal place of business. We also need to establish the law to which the body corporate is subject, and its constitution (whether set out in its articles of association or other governing documents) and the full names of the board of directors (or if there is no board, the members of the equivalent management body) and the senior persons responsible for the operations of the body corporate. We are also required to understand the ownership and control structures of the business and will require you to confirm that all such details are up to date and current. We may also require your assistance to explain the background of those with certain shareholdings in the company which may include asking you to provide evidence of your personal identity as if you were an individual client instructing this firm.
- 15.3 Please note that any such searches and copy documents will be securely maintained on the file for your matter in pursuance of our data protection policy (see paragraph 10 above). The uses that will be made of the data will be to provide confirmation of the identity of the person(s) providing it only. The law requires us to maintain such data for the period of 5 years from the end of the matter we are handling for you or from the date at which you cease to be a client of this firm. However, you agree to our retaining the forms and any other data for our usual file retention period of 6 years from the date of the file being archived, or longer than this if necessary, as when litigation has arisen or may be pending, and the checks have or may become relevant in any such proceedings.
- 15.4 In all other respects the data and papers collected for these purposes will be retained in accordance with our file storage procedures.
- 15.5 To comply with our duties, we must have the evidence of your identity as soon as possible. If the letter accompanying these terms and conditions does not state that you have provided satisfactory evidence of your identity, please could you supply the original of the documents listed below.
- 15.6 You agree that we may make checks using online electronic verification systems or other databases as we may decide. In addition if you are either a new client, or an existing client who has not previously supplied information, or an existing client where the information was supplied

to us more than 6 months ago, you must supply a photocopy of both of the following; one item from List A and one item from List B.

15.7 **List A – Proof of Identity:**

15.8 Current fully signed Passport

15.9 Current UK Photocard Driving Licence

15.10 **List B - Address Verification**

15.11 A bill for the supply of electricity, gas, water or telephone services (provided it is not older than three (3) months old). Mobile phone bills are not acceptable.

15.12 Council Tax bill (provided it is not older than three (3) months old)

15.13 Recent mortgage statement

15.14 Recent bank statement (provided it is not older than three (3) months old)

**15.15 Bodies Corporate:**

15.16 If you are a new or existing body corporate client not listed on a regulated market who has not previously supplied information, we will require the following:

15.17 Company/organisation full name;

15.18 Company or other registration number;

15.19 Company UTR/VAT number;

15.20 Registered address and, if different, principal place of business address;

15.21 Articles of association or other governing documents;

15.22 Names of the Board of Directors or members of your management body and its senior management;

15.23 Documentation in accordance with lists A and B above for the officer of the corporate body giving us the instructions on behalf of the client together with written confirmation from that corporate body that the officer is authorised to act on its behalf

15.24 Written confirmation of any individual who controls the management board of the corporate body or who owns or controls more than 25% of its share or voting rights.

15.25 You must not send us any money until we have told you that these checks have been completed.

15.26 Please note that if you are a **non UK resident** we require one proof of identity and TWO forms of proof of address, certified by a Notary Public bearing the notarised seal. Once we have received your identification we will attempt to obtain electronic verification using the ID documents provided. If we are unable to obtain a satisfactory result, we will contact you to outline our further requirements.

- 15.27 We may ask you to confirm the source of any money you have sent us or will send us. If you do not provide us with that information promptly, your matter may be delayed.
- 15.28 Any personal data we receive from you for the purpose of preventing money laundering or terrorist financing will be used only for that purpose or:
- 15.29 with your consent, or
- 15.30 as permitted by or under another enactment.
- 15.31 We are professionally and legally obliged to keep your affairs confidential. However, we may be required by law to make a disclosure to the National Crime Agency where we know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.
- 15.32 We shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering and/or terrorist financing legislation.
- 15.33 The Money Laundering Regulations and the provisions of the Proceeds of Crime Act 2002 ("POCA") impose on us a duty to report to relevant authorities any facts which give rise to a suspicion that you may be involved, directly or indirectly, in handling the proceeds of a crime. This duty to report expressly overrides our duty of confidentiality to our clients. If we report a matter there follows a period of time in which we are not permitted to take any further action on your behalf. If we report a matter we are not permitted to alert you to that fact.
- 15.34 You represent to us and continue to represent to us throughout our engagement (and we are entitled to and do rely on the representation) that you know of no matter upon which you might ask us to advise which facilitates money laundering. We will treat your acceptance (whether express or implied) of these terms of business as such a representation.
- 15.35 We will be entitled to charge you for the time spent by us in discharging our duties under the Money Laundering Regulations, and for any disbursements incurred by us in that connection.
- 15.36 If you cannot supply the documents listed in paragraphs above, please contact us to discuss alternative ways that we can meet these obligations.
- 15.37 In some cases, we may need to carry out checks or make searches with third parties to identify you properly. If we do so, we will make a charge of £20 plus VAT. This will be listed under the additional fees section of your bill.
- 15.38 Where you cannot provide satisfactory evidence of your identity, we may not be able to:
- 15.38.1 act for you; and/or
- 15.38.2 receive any money from you; and/or
- 15.38.3 pay any money to you or to a third party on your behalf.

## **16 Confidentiality, money laundering and proceeds of crime etc**

- 16.1 As solicitors, we have both a professional and a legal obligation to keep your affairs confidential. These obligations include not disclosing the information that you provide to us (except in the circumstances listed in paragraph 10 above and in this paragraph) or details about the legal services that we are providing to you.
- 16.2 These obligations of confidentiality are not absolute. In certain circumstances, we may have a duty under the law to make a disclosure to the National Crime Agency. This duty to make a disclosure will be triggered when we suspect or know that a transaction may involve money laundering or terrorist financing.
- 16.3 If we do make a disclosure to the National Crime Agency in connection with your matter, this is likely to mean that:
- 16.3.1 we will not be able to tell you that a disclosure has been made;
  - 16.3.2 we may have to stop working on your matter for a period of time; and
  - 16.3.3 we will not be able to tell you why we have done so.
- 16.4 If you and another person jointly instruct us on a matter, you agree that there will be no confidentiality between you and the other joint client and we will assume that any information you disclose to us can be shared with the other joint client unless you inform us to the contrary. In most cases we will be unable to act for both or all co-clients where we are expected to withhold relevant information from one or more of the others and in such circumstances we may have to cease acting for one or more, or perhaps all, of the co-clients. We can also share information that you provide in relation to a matter with a third party (such as an accountant or estate agent and so on) who is helping with the matter, unless you instruct otherwise. You also permit us to disclose information about matters on which you instruct us to our insurers, auditors and the regulatory bodies governing the work of solicitors. We will only do so in confidence.
- 16.5 If a conflict of interest occurs (for example, where your interests conflict with those of another joint client on the same matter or another client), we may have to stop acting for you. A conflict of interest can arise for a number of reasons. For example:
- 16.5.1 if you do not wish to allow us to disclose information that you have provided to another joint client (such as where you are buying property with a mortgage and do not wish us to disclose certain information to the lender who is a joint client with you);
  - 16.5.2 if you provide information to us which we must disclose to another client (in order to act in their best interests as well as yours) but you do not wish us to do so, or the other client provides information which we must disclose (in order to act in your best interest) but they do not wish us to do so; or
  - 16.5.3 if another situation develops where it would be a breach of professional rules for us to act for both you and another client.

## **17 Storage of papers and documents**

- 17.1 We are entitled to keep all the papers and documents generated by us or received from you or other persons (including original documents) if some or any sums that you owe us have not been paid at the end of our work on the matter or after the termination of the retainer.

- 17.2 We normally keep papers for no more than 6 years (except for those that you ask us to return to you). We keep the papers on the understanding that at the end of 6 years after the date of the final invoice we sent to you, we have your authority to destroy the papers. However, we will not destroy any papers that you have expressly asked us to deposit in safe custody.
- 17.3 We do not usually charge for retrieving papers or documents held in storage where you are providing continuing or new instructions. However, we may charge (based on the time that we spend in retrieving stored papers or documents) for producing them to you or to another person at your request.

## **18 Financial services**

### **18.1 Investments**

18.1.1 We are not authorised under the Financial Services and Markets Act 2000, nor are we regulated by the Financial Conduct Authority. If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised to provide the necessary advice. However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is 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.

18.1.2 The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman provides an independent complaints review process for most clients of solicitors' firms. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of these bodies.

### **18.2 Insurance distribution**

18.2.1 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 may carry on insurance distribution 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 website [www.fca.org.uk](http://www.fca.org.uk).

18.2.2 In relation to insurance distribution activities please note that we operate as an ancillary insurance intermediary only and that we do not develop or manufacture insurance products. If we list insurance products that might be relevant for you, we do so without recommending them as such but they are products which we are aware of. We are required to inform you that we act for you as our client in this regard and not the insurer's and that we do not hold shares in the insurance company.

18.2.3 If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either the Solicitors Regulation Authority or the Legal Ombudsman whose address details appear in paragraph 20.2 below.

## **19 Termination**

- 19.1 You can terminate your instructions to us in writing at any time. However, if you have not paid all the sums owing to us, we are entitled to keep your papers and documents until you do so.

- 19.2 During the course of the matter, we may come to believe that we should stop acting for you. This may be the case if, for example, you cannot give us clear or proper instructions on how we should proceed, or it has become apparent that you have lost confidence in the way that we are carrying out work on your behalf.
- 19.3 We will only cease acting for you when we have a good reason to do so; for example:
- 19.3.1 if you do not pay one or more of our invoices;
  - 19.3.2 if you do not make an advance payment promptly when this has been requested;
  - 19.3.3 if you provide instructions that are unreasonable or would require us to breach a professional rule or a duty to the court or involve the commission of a criminal offence;  
or
  - 19.3.4 if there is a conflict of interest.
- 19.4 If we decide to stop acting for you, we will give you reasonable notice that this is what we plan. The precise length of the notice will depend on the circumstances.
- 19.5 If you decide that you no longer wish us to act for you, you must pay us for the time that we spend based on our hourly charges plus any expenses incurred up to the date of our ceasing to act for you.

## **20 Our service and complaints**

- 20.1 We hope that you will be pleased with the service we provide to you and we would encourage you to let us know if you feel unhappy about any aspect of what we are doing for you. If you are unhappy with the service provided or the amount of any bill, please let us know. In these circumstances we have a written procedure for handling complaints which is available on request from Bozena Kuplinska at KPL Solicitors at 9 Hatch Lane, London E4 6LP, or you can download a copy of it from our website at [www.kplsolicitors.com](http://www.kplsolicitors.com).
- 20.2 You also have the right to make a complaint to the Legal Ombudsman at any time but they will usually expect us to have completed our investigations into your complaint and to have provided you with our final views on it before they will become involved. They will also usually expect us to have reached this point within 8 weeks of first making your complaint to us. There are limitations to the availability of this service, especially for organisations, and you may wish to consult their website for further details. Their full contact details are:
- postal address:
- The Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ
- telephone number: 0300 555 0333
- email address: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)
- website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)
- 20.3 Please also note that there are time limits for making a complaint to the Legal Ombudsman. The Legal Ombudsman will not usually accept your complaint if:
- 20.3.1 more than 6 years have elapsed from the date of the act or omission giving rise to the complaint; or

20.3.2 more than 3 years have elapsed from the time when you should have known about the complaint; or

20.3.3 the date of the alleged act or omission giving rise to the complaint was before 6 October 2010.

20.4 You should make any complaint to the Legal Ombudsman within the period of 6 months from when you receive a final response from us.

20.5 If you are unhappy with or have a complaint about the amount that we have charged you, you can alternatively use the 'assessment' procedure (see paragraph 21 below for more details on this).

## **21 Your rights with regard to our invoices**

21.1 If you do not agree with the amount of any of our invoices you can alternatively make a complaint to us or you have the right to apply to the High Court in accordance with sections 72 to 74 of the Solicitors Act 1974. The court will assess the amount charged in an invoice. This process is subject to certain limitations and strict time limits apply, so you may wish to seek legal advice on your rights under this process.

21.2 If you use the procedure under the Solicitors Act 1974 and any part of an invoice remains unpaid, we have the right to charge interest on it (on the basis set out in paragraph 7.3 above).

21.3 You have the right to complain about the amount of any of our invoices under our complaints procedure. Please see paragraph 20 above. If you make an application to the court under paragraph 21.1 above you may then be unable to access the services of the Legal Ombudsman.

21.4 We will pay a fair sum of interest to clients or third parties on client money we hold on their behalf.

21.5 We will not pay interest:

21.6 on money we are instructed to hold outside a client account in a manner that does not attract interest, eg cash held in our safe;

21.7 where the amount of interest is less than £20;

21.8 where we agree otherwise, in writing, with the client or third party for whom the money is held

## **22 Insurance and liability**

22.1 In connection with the services provided by us, any claim can only be brought against KPL Solicitors and not against the individual members, officers or employees. We believe that this is reasonable as it corresponds to modern business practice and KPL Solicitors has in place indemnity insurance as required by the Solicitors Regulation Authority.

22.2 'Claim' means any claim whether arising out of this agreement or otherwise, and whether such a claim is made in contract, tort, on the ground of breach of trust or on any other basis.

22.3 Where a person is called a 'partner', the purpose is to indicate that person's status. It is not to be assumed that the person is holding himself out as a partner for the purposes of partnership law. All partners are acting in their capacity as members and employees of KPL Solicitors.

When we use the term 'partner' it also refers to directors if we practise through the medium of a registered company.

- 22.4 Our maximum liability for loss or damage, breach of contract, breach of trust, negligence or otherwise (with the exception of fraud) is £3 million for any one transaction or matter or series of connected transactions or matters, unless a higher amount is stated in the letter that accompanies these terms and conditions.
- 22.5 We limit our liability as far as the law permits. We cannot limit our liability where, because of our negligence, we cause death or personal injury to occur. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profits or opportunities.
- 22.6 We advise on the laws of England and Wales, so if you do require advice on the laws of other jurisdictions, we will, with your agreement, instruct local lawyers to assist in your matter on the same basis as we engage other third parties on your behalf. We will also not provide advice on the taxation implications of your instructions unless specifically stated to the contrary in the letter that accompanies these terms and conditions.
- 22.7 The services that we provide are solely for you and (except with our express written agreement) no other person shall be entitled to receive copies of or to rely on our advice for any purpose and we shall have no duties to any third party.
- 22.8 We have professional indemnity insurance and our qualifying insurers are: Great Lakes Insurance SE whose contact address is at Portwall Place, Portwall Lane, Bristol, BS1 6NA. Our insurance policy number is 18SOL2393-6004-1103103. The insurance covers our practice carried on from our offices in England and Wales and will extend to acts or omissions wherever in the world they occur. We draw your attention to the limitation of our liability which is £3,000,000 for advice given under English Law
- 22.9 The insurance contract may be inspected at our office at 9 Hatch Lane, London E4 6LP.

### **23 Third parties**

- 23.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999, this contract is not intended to, and does not give any person who is not a party to it, the right to enforce any of its provisions.
- 23.2 Only the person(s) named as our client or clients in the letter accompanying these terms and conditions can rely on any advice or assistance or other work that we provide. If any information given as part of our advice, assistance or other work is revealed to a third party by you (or by us), you must then inform the third party that we accept no responsibility for it.

### **24 Further instructions on non-contentious matters**

If you provide us with further instructions about other non-contentious matters, these general terms and conditions will apply unless we agree otherwise.

### **25 Law and jurisdiction**

This agreement will be governed by and construed in accordance with the law of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

- 27** The Green Deal Scheme is a government driven initiative to allow for a loan to be provided on a property for the improvement of its energy efficiency. The loan is repayable on a monthly basis, in conjunction with the power bills on the property. The loan will run with the property unless it is repaid on the sale or transfer of the property.

The seller(s) of the property are required, by law, to disclose the existence of any Green Deal loan on the property they are selling, or they may become liable for repaying the outstanding debt, even after they have sold the property. The Estate Agent/Seller must disclose the existence of a Green Deal loan agreement prior to a sale being agreed. If the property is being sold at auction, the existence of a Green Deal loan agreement should be disclosed before the winning bid is made.

The purchaser on a normal sale should be given an EPC showing the Green Deal improvement or an EPC and a disclosure document showing details of the work carried out under the Green Deal Scheme. This disclosure document will be provided by the energy provider on completion of the work as well as details of the repayment amount, the unexpired term of the loan and details of the loan provider.

Disclosure of the Green Deal loan must be made at least 7 days prior to exchange of contracts and the Transfer Deed must contain the Purchaser's acknowledgement that they have received notice that the property is a Green Deal property.

Whilst there are no charges, restrictions, notices or cautions registered when a property is a Green Deal property, the mortgage lender must be notified of the existence of the Green Deal loan because the borrower / new property owner is taking on another loan which runs with the property.

If this applies to you, the client care letter/questionnaire sent to you with this Terms of Business or referring you to this Terms of Business will have confirmed further instructions.

Please note that we offer no guarantees/warranties in relation to the extent and nature of any works undertaken under the Green Deal Scheme. It is your responsibility to ensure that you have satisfied yourself as to the extent, nature and repayment provision of any such works undertaken in accordance with the Green Deal Scheme.

We would recommend that all Green Deal loans be repaid by the seller on completion of the property transaction, as the value of the property will undoubtedly have already taken into account the work undertaken under the Green Deal loan.

## **26 Bank failure and the Financial Services Compensation Scheme**

- 26.1 We are not liable for any losses you suffer as a result of any bank in which we hold client money being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS).
- 26.2 The FSCS is the UK's statutory fund of last resort for customers of banking institutions. The FSCS can pay compensation up to £85,000 if a banking institution is unable, or likely to be unable, to pay claims against it.
- 26.3 The limit is £85,000 per banking institution. If you hold other personal money in the same banking institution as our client account, the limit remains £85,000 in total. Some banking institutions have several brands. The compensation limit is £85,000 per institution, not per brand.

- 26.4 The FSCS also provides up to £1m of short-term protection for certain high balances, eg relating to property transactions, inheritance, divorce or dissolution of a civil partnership, unfair dismissal, redundancy, and personal injury compensation (there is no financial limit on protection for personal injury compensation). This is called the temporary high balance scheme and, if it applies, protection lasts for a maximum of six months.
- 26.5 The FSCS (including the temporary high balance scheme) will apply to qualifying balances held in our client account. In the unlikely event of a deposit-taking institution failure, we will presume (unless we hear from you in writing to the contrary) we have your consent to disclose necessary client details to the FSCS.
- 26.6 More information about the FSCS can be found at <https://www.fscs.org.uk>.

## **27 Foreign Account Tax Compliance Act**

- 27.1 Unless expressly indicated in the client care letter, we will not advise in relation to US or UK reporting obligations as a result of the US Foreign Account Tax Compliance Act (FATCA). We may, however, ask you to confirm your reporting status, for instance by requesting your Global Intermediary Identification Number (GIIN).
- 27.2 To comply with the law, we may have to share some of your information, including your FATCA status and, if applicable, your GIIN with financial institutions. It is vital that we keep your information current at all times. You are responsible for communicating to us any changes in circumstances that may alter your FATCA status.

## **28 Regulations affecting your cancellation rights**

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

If we have not met you either in person (because, for example, instructions and signing of the contract documentation is taking place by telephone/mail, e mail or on-line – i.e.: by way of a “distance” contract) or we have taken instructions and a contract has been concluded away from our business premises (because, for example, we have met with you at home – i.e.: by way of an “off-premises” contract) and the contract was entered into on or after 14 June 2014, you may have the right to cancel this contract within 14 calendar days of entering into the contract without giving any reason. The client care letter sent to you will confirm if this is applicable to your case.

The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.

To exercise your right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e mail). You may use the model cancellation form attached to your Client Care Letter, but it is not obligatory. We will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by e mail) without delay. To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Should you require the work to be commenced within the 14 calendar day cancellation period, you must provide your agreement to that in writing, by e mail, post or fax to enable us to do so. By signing and returning a copy of the client care letter/authority to act you are providing your agreement in writing to enable us to commence work within the 14 calendar day cancellation period. Where you have provided your consent for work to commence within the 14 calendar

day cancellation period and you later exercise your right to cancel, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation. Unless you make an express request for us to commence work within the 14 day period (i.e. by signing and returning the signed copy of the client care letter / authority to act we will not be able to undertake any work during that period).

**29 Future communication**

We may from time to time wish to send you information which we think might be of interest to you. This might be information about developments to the law that might be important to you and/or information about our practice. In order for us to do so we need your consent. If you would not like to receive such information, please tick this box: