

## Charles Clarke & Co Solicitors

# Terms & Conditions of Business

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## 1 Introduction

These Terms and Conditions of Business and the accompanying engagement letter set out our service standards and the terms of business on which we agree to act for you. If you have any questions about any of the information contained herein, please contact the person dealing with your case.

By continuing to instruct this firm we shall be entitled to assume you have agreed to the terms and conditions set out here. For the purpose of these terms, “we” “our” “us” or “the firm” refers to Charles Clarke & Co Solicitors. Unless otherwise agreed, and subject to the application of then current hourly rates, these terms and conditions of business shall apply to any future instructions given by you to the firm.

Your contract is with Charles Clarke & Co Solicitors. There is no contract between you and any Partner, employee or consultant of the firm. Any advice given to you (or other work done for you) by a Partner, employee or consultant of the firm is given (or done) by that person on behalf of the firm and not in his or her individual capacity and no such person assumes any personal responsibility to you for the advice or other work.

## 2 About Charles Clarke & Co Solicitors

We are a legal practice authorised and regulated by the Solicitors Regulation Authority (SRA) under number

590547. The SRA Standards and Regulations set out the regulatory framework imposed on service providers such as ours. Further information is available on the SRA website at [www.sra.org.uk](http://www.sra.org.uk).

For the protection of our clients, the firm has professional indemnity insurance in place. A copy of the policy can be viewed by contacting our offices. Our VAT number is 344810662.

## 3 Service Standards

We aim to offer our clients quality legal advice with a personal service at a fair cost. As a start, we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services. The firm sets the following standards:

- We will regularly update you with progress on your matter
- We will communicate with you in plain language
- We will explain to you the legal work required as your matter progresses
- We will update you on the cost of your matter, as appropriate
- We will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances
- We will update you on the likely timescales for each stage of this matter and any important changes in those estimates
- We will continue to review whether there are alternative methods by which your matter can be funded

In return, we request that our clients assume the following responsibilities:

- To provide clear, accurate instructions to us at all times
- To respond to communications from us promptly and to attend arranged appointments
- To notify contact details, change of address, telephone numbers etc. promptly
- To discharge payments requested from you promptly

## 4 Hours of business

We practise from our office located at 77 High Street, London, SE20 7HW and we also work remotely. The normal hours of business are between 9.30 am and 5.30 pm Monday to Friday. Flexible appointments and visits may be arranged outside these hours when necessary. There may be occasions when the office is closed however on these occasions you will still be able to contact the Partners via the office telephone number on 0208 659 7227 by leaving a message on the answerphone. You may also email in the usual way to the firm’s email address [info@chcl.uk.com](mailto:info@chcl.uk.com) at any time or the Partner’s individual email addresses.

## 5 People responsible for your work

The person responsible for dealing with your work and the person responsible for the overall supervision of the matter will be set out in the engagement letter. There are two Partners at this firm namely Mr Barrington

Charles Edwards who is the firm's Senior Partner and Mrs Emma Louise Clarke. At the outset of your transaction you will be advised in their covering letter to you as to which Partner will be dealing with your matter and their contact details.

## 6 Charges and expenses

The fee structure applied to our work is dependent on the nature of the matter and will be calculated on either an hourly rate basis or a fixed fee arrangement.

If we have agreed a fixed fee for work on your case, the arrangements will be set out in the engagement letter. Provided we are not requested to do any more work than when that fixed fee was agreed, we will not make any additional charge. However, we reserve the right to make an additional charge in the event that the matter becomes more complex or lengthier than originally estimated. This would entail either increasing our fee estimate or charging at an hourly rate for the additional work involved. In the latter case we would try and give you our best estimate of the likely additional cost or, where this is not possible, we would obtain your authority to carry out work to an agreed fee limit. If, during a conveyancing matter we are instructed to exchange and complete within 5-7 working days or effect a simultaneous exchange and completion, we reserve the right to charge an expedited completion fee as your matter will need to take priority over other matters in hand to ensure the deadline is met.

On matters funded on an hourly rate basis, our charges will be calculated mainly by reference to the time actually spent by the solicitors and other staff in respect of any work which they do on your behalf. This may include meetings with you and perhaps others; reading, preparing and working on papers; making and receiving telephone calls, e-mails, faxes and text messages; preparation of any detailed costs estimates, schedules and bills; attending at court; and time necessarily spent travelling away from the office. From time to time we may arrange for some of this work to be carried out by persons not directly employed by us; such work will be charged to you at the hourly rate which would be charged if we had done the work ourselves.

Routine letters, e-mails and texts that we send and routine telephone calls that we make and receive are charged at one-tenth of the hourly rate. Routine letters, e-mails and texts received are charged at one-twentieth of the hourly rate. Other letters, e-mails and calls are charged on a time spent basis. The current hourly rates applicable to your case will be set out in the accompanying letter. We will add VAT to these at the rate that applies when the work is done. At present, VAT is 20%.

These hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed with effect from 1st April each year. If a review is carried out before this matter has been concluded, we will inform you of any variation in the rate before it takes effect.

In addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken,

any particular specialist expertise which the case may demand. An increase in the rates may be applied to reflect such factors.

Solicitors have to pay out various other expenses on behalf of clients ranging from court fees, experts' fees, Counsel's fees and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT is payable on certain expenses. We refer to such payments generally as 'disbursements'.

## 7 Payment arrangements

Our usual practice is to ask for a payment on account at the start of any transaction in the sum of £500. We will ask that funds relating to your matter should be transferred to our firm's client account. These details are:

Barclays Bank plc  
Charles Clarke & Co Client Account  
Sort Code: 20.05.57  
Account number 03261263.

Payment is due to us within 28 days of our sending you a bill. If payment is not made within the time we have requested, we reserve the right to cease to act on your behalf, suspend work on that matter and any other matter and retain all documents, working papers and other documents in our possession relating to any matter until all outstanding bills are paid in full including interest and any costs incurred in pursuing the recovery. Interest on outstanding bills may be charged after a period of 28 days from the date of the bill at the rate of 8% per annum.

The common law entitles us to retain any money, papers or other property belonging to you which properly come into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which the costs were incurred. This is known as a "general lien". We are not entitled to sell property held under a lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.

We do not accept payments to us in cash in excess of £500. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds. Payment of our bills may be made by cheque, bank transfer or BACS or CHAPS. Monies due to you from us will be paid by cheque or bank transfer, but not in cash, and will not be made payable to a third party.

## 8 Client accounts, interest and surplus funds

Any money received on your behalf will be held in our Client Account. The firm pays interest on client account balances in accordance with the Solicitors Regulation Authority (SRA) Accounts Rules. Interest will be calculated and paid to you at the rate from time to time payable on Barclays Bank plc general client accounts. The period for which interest will be paid will normally run from the date(s) on which funds are received by us

until the date(s) of issue of any payment(s) from our Client Account. It is the firm's normal policy to retain the first £50.00 of each amount of interest as and when calculated to cover the administrative expenses of arranging these calculations and payments.

If we are holding sums of money for you in relation to different matters we will normally treat the money relating to each of the different matters separately. We will not account for interest on money held for the payment of a professional disbursement, once the intended recipient has requested a delay in settlement.

Please note that if we do hold any of your money at any point we will take good care of it and we only bank with UK banks. We are unlikely however to be liable to repay money lost through a banking failure. If we do hold any of your money it will be held with Barclays Bank plc and that money will have the same protection (up to £85,000) under the Financial Services Compensation Scheme (FSCS) as if you held the money in that bank personally. If you hold other personal monies in that same bank you should note that the limit of £85,000 remains the same in total. You also need to be aware that some deposit taking institutions/banks have several brands, i.e. where the same institution is trading under different names. You should check either with your bank, the Financial Conduct Authority or a financial adviser for more information. If we do have to make a claim under the FSCS in respect of your money we will, subject to your consent, need to give certain information to the FSCS about you to help them identify you and any amount to which you would be entitled within our client account. Further details are available at [www.fscs.org.uk](http://www.fscs.org.uk).

Once your matter has concluded we are required to settle all outstanding balances and return any funds back to you where appropriate. We are not allowed to retain your funds for an indefinite period unless we are Executors or Trustees of any estate. We are not allowed to act as a bank on your behalf therefore we will credit you with any monies due at the earliest opportunity.

At the end of a transaction there may be a small residual balance due to you. We will take reasonable efforts to contact you to return the money to you. If you do not respond to our correspondence within 21 days, and where permitted by our regulatory authority, we reserve the right to pay such sums to a charity of our choice.

## 9 Storage of papers and documents

After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses. We will keep your file of papers in storage for 6 years except those papers that you ask to be returned to you. After that, storage is on the clear understanding that we have the right to destroy your file after such period as we consider reasonable without further reference to you, or to make a charge for storage if we ask you to collect your papers and you fail to do so. We will not of course destroy any documents such as wills, deeds, and other securities, which we agree to hold in safe custody. No charge will be made to you for such storage unless prior notice in

writing is given to you of a charge to be made from a future date which may be specified in that notice.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent at our lowest charge out rate for 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 your instructions.

## 10 Financial services and insurance contracts

We are not authorised by the Financial Conduct Authority (FCA). However, we are included on the register maintained by the FCA so that we can 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 (SRA). The register can be accessed via the FCA website at [www.fca.org.uk/firms/financial-services-register](http://www.fca.org.uk/firms/financial-services-register).

## 11 Acting for your lender

Please note that if we are also acting for your lender in a Conveyancing transaction, we have a duty to make full disclosure to the lender of all relevant facts relating to you, your purchase and mortgage. This will include disclosure of any discrepancies between the mortgage and application and information provided to us during the transaction and any cashback payments or discount schemes which a seller is providing you. If a conflict arises between our duties to you and our duties to the Lender, we must cease to act for you. We will include a fee in our fee estimate for acting for the lender.

## 12 Stamp Duty Land Tax (SDLT)

On some property and business transactions, we will need to submit an online Stamp Duty Land Tax Return on your behalf. Your continued instructions to us is your consent to this.

The SDLT Return is a complex document and we must have all the information necessary to complete the Return and have it signed or approved by you in advance of exchange of contracts. It is your responsibility to provide the correct information to be inserted into the Return. If the information is incomplete or incorrect, you could be subject to penalties, delays in the processing of the Return and difficulties with the registration of the transfer at the Land Registry. In serious cases, you could be subject to prosecution.

When calculating SDLT we use the SDLT calculator on the Government's website. This computes the SDLT for most transactions. Please see [www.gov.uk/stamp-duty-land-tax](http://www.gov.uk/stamp-duty-land-tax). We will do our best to ensure that you do not overpay or underpay SDLT. We can do this for most of our clients if you have provided us with the correct information to input into the calculator. The rules in relation to SDLT are complex. Because we are not tax advisers, we will not be able to offer advice on

transactions that are outside the scope of the calculator. This means, for example, property owned as part of a trust or reliefs that may be applicable, other than First Time Buyer relief.

### **13 Termination**

You may terminate your instructions to us in writing at any time but we will still be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing. We may only decide to stop acting for you if we have good reason, for example, if you do not pay an interim bill, fail to provide us with instructions or if a conflict of interest arises. We will tell you the reason and give you notice in writing.

If, for any reason, this matter does not proceed to completion, we will be entitled to charge you for any work done and expenses incurred. If your case is chargeable under an hourly rates arrangement then these costs will be calculated based on the time spent plus expenses incurred up to the date of termination. On fixed fee arrangements, we will break the transaction down into stages and apportion the estimated fee for each stage. You will also be responsible for reimbursing any expenses incurred by us that were not included within the fixed price agreed.

Under the Consumer Contracts Regulations 2013, you have the right to cancel this contract within 14 days without giving any reason. This only applies where contracts are agreed away from our premises or where we are not both physically present. To exercise the 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). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. If you cancel this contract, we will reimburse to you any payments received from you. Please note that these Regulations do not apply to legally aided clients.

### **14 Tax advice**

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We are not qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, then you are advised to refer to a suitably-qualified adviser.

### **15 Data protection/UK GDPR**

We use the information you provide primarily for the provision of legal services to you and for related purposes including updating and enhancing client records, analysis to help us manage our practice, statutory returns and legal/regulatory compliance. Our use of that information is subject to your instructions, data protection law and our duty of confidentiality.

Please note that our work for you may require us to pass on such information to third parties such as expert witnesses and other professional advisers, including

sometimes advisers appointed by another party to your matter. We may also give such information to others who perform services for us, such as typing or photocopying. Our practice may be audited or checked by our accountants or our regulator, or by other organisations. We do not normally copy such information to anyone outside the European Economic Area, however we may do so however when the particular circumstances of your matter so require. All such third parties are required to maintain confidentiality in relation to your files.

You have a right of access under data protection law to the personal data that we hold about you. We seek to keep that personal data correct and up to date. You should let us know if you believe the information we hold about you needs to be corrected or updated. The person in the firm with overall responsibility for data protection compliance is the Data Protection Partner, Mr Barrington Charles Edwards on 0208-659-7227, email [info@chcl.uk.com](mailto:info@chcl.uk.com). The firm is registered with the Information Commissioner. Further information regarding data protection and privacy is available from the Information Commissioner's Office [www.ico.org.uk](http://www.ico.org.uk).

Under the UK GDPR regulations you, as a data subject, have a number of rights. These include the right to be informed, the right of access, the right to rectification, the right to erasure, the right to restrict processing, the right to data portability and the right to object. Further information about these rights is set out on the ICO website referred to above and on our website.

We may receive personal data from you for the purposes of our money laundering checks, such as a copy of your passport. These will be processed only for the purposes of preventing money laundering and terrorist financing, or as otherwise permitted by law or with your express consent. You consent to us retaining such data for longer than the five-year statutory period, unless you tell us otherwise.

If you send us personal data about anyone other than yourself, you must ensure you have any appropriate consents and notices in place to enable you to transfer that personal data to us and so that we may use it for the purposes for which you provide it to us.

### **16 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 a copy of our Equality and Diversity Policy.

### **17 Communications**

We shall communicate with you in the most effective way, as agreed between us. You should be aware that the use of e-mail is not secure for confidential matters. We take every precaution to ensure that e-mail is virus free, but we cannot guarantee this. If you require correspondence to be addressed to a particular person or marked private and confidential then you must tell us.

### **18 Anti-Money Laundering**

The law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with

money and property on behalf of their client can be used by criminals wanting to launder money. To comply with the law, we need to get evidence of your identity as soon as possible. If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity.

We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent. We may arrange to carry out an electronic verification of your identity if we consider that a saving of time and cost will be achieved by doing so.

## **19 Confidentiality and disclosure**

Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception: legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency (NCA). Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a disclosure. If, while we are acting for you, it becomes necessary to make such a disclosure, we may not be able to inform you that it has been made, or of the reasons for it, because the law prohibits 'tipping-off'. Where the law permits us, we will tell you about any potential money laundering problem and explain what action we may need to take.

External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files. We may need to disclose your information to third parties (such as barristers, accountants or government agencies) to enable us to handle your affairs. We may also need to permit third parties (such as our auditors and the Solicitors Regulation Authority) to have access to your information for administrative or regulatory purposes. We may also outsource work. This might be for example costings, research and preparation to assist with your matter. Information from your file may therefore be made available in such circumstances. We will always aim to obtain a confidentiality agreement with the third party. We will not otherwise disclose your information to any third party unless permitted or required to do so by law. If you do not want your file to be outsourced, please tell us as soon as possible.

## **20 Joint instructions**

If we are instructed by more than one person or more than one representative of a company or other body, which is our client, we are entitled to act on the instructions of any one of such persons and to correspond with any of such persons unless otherwise agreed.

In this situation there will be no rights of confidentiality between such persons or representatives so that all information and documents can be shared with any one of you. If there is a difference of opinion on your instructions you may need to be separately represented

and if a conflict of interest arises between you or your representatives, we may have to cease acting for both or all such persons or companies.

Where our engagement letter is addressed to more than one person, or where we have agreed with the addressee of our engagement letter to act for another person as well, each of you shall be jointly and severally liable for our fees and disbursements and other costs, so that each of you is jointly responsible for ensuring that our bill is paid, and we can pursue all or any one of you for the whole amount that is due to us. This shall be the case regardless of any agreement you may have entered into with anyone else regarding the payment of our fees, disbursements, and other costs.

## **21 Liability**

### **Professional indemnity insurance**

Charles Clarke & Co's compulsory professional indemnity insurance is with International General Insurance Company (UK) Limited under policy number Inperio-049014 commencing 1.10.23 to 31.03.2025. The limit of liability on any one claim is £2,000,000.00.

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. We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

### **Limitations on our liability**

We limit our liability to you for claims for breach of contract, breach of duty, negligence and for claims otherwise arising out of or in connection with our engagement or the services we provide, in the ways described below.

Our liability to you shall be limited to £2 million or such higher amount as is set out in the letter accompanying these Terms and Conditions of Business.

This liability cap will apply to our aggregate liability to you together with any associated party for whom you are acting as agent in relation to the relevant matter on any basis.

### **Proportional liability**

In addition to the other limitations in this document, where we and/or third parties are responsible for any loss suffered by you, our liability for that loss will be limited to a fair proportion of your total loss calculated by reference to the extent of our responsibility. If you have engaged others to represent or advise you on a matter in which we are involved and you agree with any of them that their liability to you will be limited, in order that our position is not adversely affected by any such limitation of their liability, you agree that our liability to you will not exceed the amount which would have applied in the absence of that limitation.

### **Third party liability**

If you start proceedings against us for loss or damage and there is another person (for example, another adviser) who is liable (or potentially liable) to you in respect of the same loss or damage, then you will (if we

so request) join them into the proceedings. This is subject to any legal prohibition against your joining them in that way.

### **No claim against individual employees/partners**

We have an interest in limiting the personal liability of employees, consultants and partners. Accordingly you agree that you will not bring any claim against any individual employee, consultant or partner in respect of losses which you suffer or incur, arising out of or in connection with our engagement or the services we provide. The provisions of this paragraph will not limit or exclude the firm's liability for acts or omissions of our employees, consultants or partners.

The provisions of the above paragraph are intended for the benefit of our employees, consultants and partners but the terms of our engagement may be varied without the consent of all or any of those persons.

### **Limitation on exclusions**

The above exclusions and limitations will not operate to exclude or limit any liability which cannot lawfully be limited or excluded. In particular they do not limit liability for fraud, nor for causing death or personal injury by negligence, nor for negligence in contentious business, insofar as the Solicitors Act 1974 s 60(5) precludes the exclusion of such liability.

## **22 Client care and complaints**

We aim to provide the best possible service to our clients and, in order to do this, we need to know from you if you feel dissatisfied. If at any point you become unhappy with the service we provide to you, then please inform us immediately so that we can do our best to resolve the problem for you. Should you wish to make a complaint, please contact our Senior Partner, Mr Barrington Charles Edwards on 0208-659-7227, via email at [info@chcl.uk.com](mailto:info@chcl.uk.com) or by post to 77 High Street, London, SE20 7HW.

You can obtain a copy of our complaints procedure by contacting our office.

If we are unable to resolve your complaint, then you can have the complaint independently looked at by the Legal Ombudsman who is responsible for investigating complaints about service issues with law firms.

The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned, or within one year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you. Contact details for the Legal Ombudsman are as follows:

Address: PO Box 6167, Slough SL1 0EH  
Telephone: 0300 555 0333  
Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

The Solicitors Regulation Authority (SRA) can help you if you are concerned about a solicitor's 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. Further information is available on the SRA website at: [www.sra.org.uk/consumers/problems/report-solicitor](http://www.sra.org.uk/consumers/problems/report-solicitor).

## **23 Cybercrime**

Cybercrime, particularly email-related fraud, is on the rise. You should be alert to the possibility that a fraudster might deliberately misrepresent himself or herself as a member of, or as someone acting on behalf of, or working with our firm for criminal purposes. Such scams normally originate by email. Often the email will suggest there has been a change in bank details or request personal or financial information in order that money can be paid to them.

Please note, we will not be changing our bank details during the course of acting for you. We do not provide our bank details by email. If you receive an email asking you to pay money into an account other than our client bank account, the details of which will have already been notified to you, please contact the person dealing with your matter immediately and in no circumstances action the request. Prior to transferring funds to our account, we recommend you contact us to verify our account details. Please be aware that we will not accept responsibility if you transfer money to an incorrect bank account.

We do not accept bank details by email. If we receive any communication from you informing us of a change to your account details or instructions for payment, we will not make any payment until such time as we have been able to confirm those instructions directly with you. If you do change your bank details whilst we are acting for you please notify us in person or by telephone as soon as possible to ensure that this does not result in any delay as we will need to verify the change directly with you to ensure that they are not from a fraudulent source. We will not accept such instructions by email.

## **24 Applicable law**

These terms of business are governed and construed in accordance with English law and the English Courts shall have exclusive jurisdiction over all or any dispute which arises out of or in connection with them and/or in respect of any matter on which the Company is engaged pursuant to them.