

**Sinclairs (Hendon) Limited, trading as Sinclairs Solicitors**  
**VAT number 283 9839 42**  
**Terms of Business**

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## **Terms of Business**

### **1. Service standards**

We will update you regularly by telephone or in writing with progress on your matter.

We will communicate with you in plain language.

We will explain the legal work that may be required.

We will advise you regularly where applicable of the costs/risk benefit of pursuing a matter.

We will update you on the likely timescales of this matter and any important changes in those estimates.

### **2. Responsibilities**

#### **2.1. Our responsibilities**

We will review your matter regularly

We will advise you of any changes in the law of which we become aware during the course of our retainer

We will advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter

#### **2.2. Your responsibilities**

You will provide us with clear, timely and accurate instructions

You will provide all documentation required to complete the transaction in a timely manner

You will safeguard any documents which are likely to be required

### **3. Hours of business**

We are open weekdays (excluding Bank Holidays) from 9:00am until 5:30pm

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

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

### **5. Data Protection**

We use the information you provide primarily for the provision of legal services to you and for related purposes including: up dating and enhancing client records; analysis to help us manage our practice; statutory returns and legal and regulatory compliance

Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. You have a right of access under data protection legislation to the personal data that we hold about you. We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

## **6. Privacy Notice**

Sinclair's Solicitors will be what's known as the "Controller" of the personal data you provide to us. We only collect basic personal data about you which does not include any special types of information or location based information. This will always however include name, address, email, phone number.

We may share your information with:

- Credit reference agencies and other companies to carry out a credit check against you, for fraud prevention and to pursue debtors.
- HMRC
- The Solicitors Regulation Authority.

All the personal data we process is processed by our staff at our registered office. However for the purposes of IT hosting and maintenance this information is located on servers within the European Union. No third parties have access to your personal data unless the law allows them to do so.

We are required by our regulators to keep your basic personal data (name, address, contact details) for a minimum of 6 years after which time it will be destroyed.

If at any point you believe the information we process on you is incorrect, or for any other reason, you can request to see this information and have it corrected or deleted. If you wish to raise a complaint on how we have handled your personal data, you can contact us to have the matter investigated by emailing [info@sinclairssolicitors.co.uk](mailto:info@sinclairssolicitors.co.uk)

You can correct the information we hold about you by emailing [info@sinclairssolicitors.co.uk](mailto:info@sinclairssolicitors.co.uk) or you can contact us at 20 Watford Way, Hendon NW4 3AD

You have the right to make a request to:

- access all personally identifiable information that we hold about you,
- restrict or object to the processing of the personal data we hold about you,
- erase your personal data,
- receive personal data about you that you have provided to us in a structured, commonly used, machine-readable format where we use it with your consent

To make a request under these rights by emailing [info@sinclairssolicitors.co.uk](mailto:info@sinclairssolicitors.co.uk) or you can contact us at 20 Watford Way, Hendon NW4 3AD

### **7. Storage of 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 our file of your papers for a minimum of 6 years, except those papers that you reasonably ask us to be returned to you, other than correspondence between us. We keep files on the understanding that we can destroy them 6 years after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody.

If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. In any other circumstances we will charge an administration fee (currently £50 plus VAT). However we may charge you both for: time spent producing stored papers that are requested reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers .

### **8. Vetting of files and confidentiality**

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.

### **9. Terminating the retainer**

You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owed to us for fees and expenses.

We **have a wide discretion as to when we** may decide to stop acting for you, **but** only with good reason, such reasons to be given where it can, eg if you do not pay an interim bill or fail to pay us a reasonable sum of money on account of costs when requested by us. or there is a conflict of interest (or if you will not agree to follow our or counsel's advice). We must give you reasonable notice (**i.e. 7 days notice**) that we will stop acting for you.

If you or we decide that we should stop acting for you, you will pay our charges up until that point. These are calculated on an hourly basis plus expenses/by proportion of the agreed fee as set out in these terms and conditions.

## **10. Money Laundering**

### **10.1. Proof of identity**

The law now requires solicitors, as well as banks, building societies and others, to obtain satisfactory evidence of the identity of their client. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wishing to launder money. Accordingly we reserve the right to carry out a money laundering search for which we will charge you **£12** plus VAT and in order to comply with the law on money laundering, we need to obtain evidence of your identity as soon as practicable. We should be grateful, therefore, if you would provide us with **1** document from **List A** below plus **2** documents from **List B**:

#### **List A** (*evidence of name and date of birth*)

- i) current valid full passport
- ii) national identity card or resident's permit
- iii) current photo card driving licence
- iv) firearms certificate
- v) state pension or benefit book
- vi) inland revenue tax notification

#### **List B** (*evidence of address*)

- i) electoral roll check
- ii) recent utility or local authority council tax bill (dated within the last 3 months)
- iii) recent bank/building society statement (dated within the last 3 months)
- iv) recent mortgage statement (again dated within the last 3 months)
- v) current driving licence (not if used in List A)
- vi) local council rent card or tenancy agreement

### **10. 2. Confidentiality**

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: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the Serious Organised Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves a money-laundering, the solicitor may be required to make a money laundering disclosure.

### **10.3. Cash**

Our firm's policy is not to accept cash from clients

If clients circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

#### **10.4 Other Solicitors**

We reserve the right to carry out checks against a third party firm of solicitors who may be involved in your transaction. A further charge (currently £10.00 plus VAT) will be made by us in respect of such searches.

#### **10.5 Cyber Fraud**

- (a) In view of the current prevalence of Cyber fraud for your own safety and security and before sending any monies to us electronically please check by telephone with our fee earner who is dealing with the matter that the details given to you for payment coincide with those above. We cannot be responsible for any monies which have been fraudulently diverted to third parties.
- (b) We will not change our Bank details at any time whilst acting for you. **WE WILL NOT ACCEPT ANY RESPONSIBILITY FOR ANY LOSS INCURRED IF YOU TRANSFER FUNDS TO AN INCORRECT ACCOUNT.**
- (c) Please confirm your exact Bank details to us including name of account, sort code and Account Number and re-confirm these details to us when we initially meet you in person. We will only use these details when sending you money in relation to your transaction and will not provide confirm or accept any change in or re-advise of these account details without seeing you in person or without abiding by a unique security arrangement with you.

#### **11. Mortgage fraud**

If applicable if we are also acting for your lender in this transaction we will have a duty to fully reveal to your lender all relevant facts about this transaction. This includes any information we receive during the transaction about any cashback payments or discount schemes.

#### **12. Referral fees**

We reserve the right to pay a referral fee to an introducing third party pursuant to the appropriate Codes of Practice laid down by the Solicitors Regulation Authority. We will disclose any such referral fee to you.

#### **13.1. Introductions and referrals**

Despite any such financial relationship with such a party we will provide you with independent advice and you are able to raise questions with us about any aspect of your case/transaction

Any information you provide to us during your case/transaction will not be shared with any third party unless you agree.

#### **14. Payment of interest**

Any money received on your behalf will be held in our client account, and we will endeavour to obtain a reasonable rate of interest on money so held and we will account to you for a fair sum in lieu of interest on money on such monies. We would stress that this may not be the highest rate of interest

The sum in lieu of interest for money held on account will be calculated:

- a) on the balance or balances held over the whole period for which cleared funds are held
- b) at a rate not less than (whichever is the higher of) the following:
  - (i) the rate of interest payable on a separate separate designated client account for the amount of all amounts held , or
  - (ii) the rate of interest payable on the relevant amount or amounts if placed on deposit on similar terms by a member of the business community at the bank where the money is held.

The payment of interest is subject to certain minimum amount and periods of time set out in the Solicitors' Accounts Rules 2011.

#### **15. Tax Advice**

Unless we specifically confirm in writing to the contrary, **we do not provide tax advice** which is excluded from this firm's retainer. If however you wish to raise any specific need for tax advice please indicate the nature of the advice being sought and we will endeavour to refer you to an appropriate expert.

#### **16.Demands and Needs - Insurance**

On occasions we will recommend, arrange and/or take out on your behalf insurance policies.

When doing this we consider your Demands and Needs, we explain the reason for recommending a particular policy and explain any particular complex non standard areas of the insurance contract in writing.

#### **17. Limiting Liability**

We have an upper limit on our Professional Indemnity Cover of Five million pounds for each and every transaction carried out. 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 negligence. Please ask if you would like us to explain any of the terms above.

Therefore our liability to you will be limited to the above sum. By countersigning these Terms of Business you are agreeing to this. You are free to take independent legal advice before doing so.

## **18. Financial Services**

### **18.1. Investments.**

Sometimes conveyancing/family/probate/company work involves investments. We are not authorised by the Financial Conduct Authority and so may refer you to someone who is authorised to provide any necessary advice. However, we can provide certain limited services in relation to investments, provided they are closely linked with the legal services we are providing to you, as we are regulated by the Solicitors Regulation Authority.

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.

### **18.2. Insurance mediation**

This Firm is 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 Conduct Authority website at [www.fca.gov.uk/register](http://www.fca.gov.uk/register) <<http://www.fca.gov.uk/register>>.

### **18.3 Banking Failure**

Any monies paid to this Firm by a client will be held at the following Bank: Lloyds Bank Plc. This Firm will not be liable for losses resulting from a banking failure. By statute where there is a limit of £85,000 resulting in a banking failure, this applies to each individual client. Therefore, if the client holds other money in the same bank then the limit will remain £85,000 in total (i.e. the client's money will be aggregated with the money which we hold on their behalf in the same bank). Some deposit-taking institutions have several brands but the



£85,000 limit applies per institution (not to each brand). Clients should check, where appropriate, with their bank, or with the FCA, for more information.

**19. Complaints**

We aim to offer all our clients an efficient and effective service and we are confident that we will do so in this case. However, should there be an aspect of our service with which you are unhappy (to include; (i) any issue with regards to the Firms invoices to you; (ii) a possible right to object to the Legal Ombudsman) you may raise the matter with Ravi Lakhani either by telephone on 020 8202 8222; e-mail: ravi@sinclairssolicitors.co.uk or by post to our office .We will try to resolve any problem quickly and operate an internal complaints handling system to help us to resolve the problem between ourselves. For further information, please see the attached. If you are not satisfied with the amount of any of our invoices to you, then you have one calendar month to contact us in writing, from the date of the particular invoice complained of, objecting to it, and (subject to our Complaints Procedure) requiring us to have the invoice assessed under Part III of the Solicitors Act 1974. However the Legal Ombudsman may not deal with a complaint about a bill if you have applied for assessment of that bill. This firm's obligations exclude any liability to third parties.

If you still have any problem with the service we have provided for you then please let us know. If for any reason we are unable to resolve the problem between us, then you may refer your complaint to the Legal Ombudsman within six months after we have dealt with your complaint. The Legal Ombudsman may be contacted at: P.O. Box 15870 Birmingham B30 9EB, Tel: 0300 555 1777.

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

**20. Acceptance of terms and condition of business**

Your continuing instructions will amount to the acceptance of our terms and conditions of business as set out above and accompanying client care letter. Any changes to our terms and conditions of business must be in writing. The work that we are carrying out for you should not be relied on by yourself for any purpose other than as stated.

**For administrative purposes and to demonstrate that you have understood the contents of our Terms of Business and client care letter please sign and date the duplicates of both documents and return to us.**

**Signed.....**

**Date.....**



Complaints Procedure - changes in the Rules

**We at Sinclairs Solicitors are committed to providing a high-quality legal service to all our clients and if something goes wrong we need you to tell us about it. This will help us to improve our standards.**

**Our policy on any complaints received is referred to at paragraph 17 in our Terms of Business, and our Complaints Handling Procedure is available to you upon request.**

**However as a result of changes to the Solicitors Regulation Authority's rules, as from the 6<sup>th</sup> October 2010, whereas complaints which could not be satisfied between solicitors and their clients, were dealt with by the Legal Complaints Service, from that date they will stop receiving new complaints, which will now be dealt with by the Legal Ombudsman (P.O. Box 15870 Birmingham B30 9EB, Tel: 0300 555 1777, email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)).**

**If you have a complaint (which includes a complaint about the firm's bill), please write to us with the details, addressing your letter to Ravi Lakhani. Your letter will be acknowledged within three days of receiving the complaint, which will also enclose a copy of this firm's Complaints Procedure (which in any event is always available upon request). There may be a right to object to a bill by applying to the court for an assessment of the bill under Part 111 of the Solicitors Act 1974, however if you do apply to the court, the Legal Ombudsman may not deal with a complaint.**

**At the conclusion of our complaint process you still have the right to complain to the Legal Ombudsman, whose details are as above. Usually you should allow eight weeks for us to resolve your complaint before you can involve the Legal Ombudsman. You should however approach them after the eight weeks as soon as you can, but within six months of your last contact with this firm.**

**If you require any further information, please do not hesitate to contact Ravi Lakhani.**

**Yours faithfully**

**Sinclairs**

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