

OUR STANDARD TERMS & CONDITIONS

1. INTRODUCTION

As a firm of Solicitors all the work we do for you is governed by these terms of business and any relevant letter of engagement ('Terms'). The Letter of Engagement contains details specific to the matter. In the event of any conflict between this document and the relevant letter of engagement the letter of engagement shall prevail.

Professional rules of conduct for lawyers require us to make clients aware of various matters from the outset of a retainer. The purpose of this document is to provide you with a formal statement setting out these matters. We urge you to read this document and if you have any queries, you should not hesitate to contact either the person dealing with your file or the Managing Partner, [ManagingPartner.Forename] [ManagingPartner.Surname], for clarification.

2. DEFINITION/INTERPRETATION

LCF Law is a trading name of LCF Law Limited, registered number 08833329.

Any reference in this document to 'Partner' shall be a reference to a 'Director' of LCF Law Limited and the word 'Firm' to refer to LCF Law. A list of the Directors is available for inspection at the registered office.

Reference may be made during the conduct of your matter to the term 'lawyer'. The word 'lawyer' is used loosely to refer to a broad variety of law-trained persons. It includes practitioners such as 'barristers', 'solicitors', 'legal executives', 'licensed conveyancers', 'trainees' and 'para legals'.

In these terms of business 'we' or 'our' refers to LCF Law and 'you', 'your' or 'the client' refers to the client named in the letter of engagement.

3. OFFICE DETAILS AND HOURS OF BUSINESS

The offices of LCF Law ('LCF') are located at:

- 33 Park Place, Leeds, LS1 2RY Tel: 0113 244 0876 Fax: 01274 390644
- One St James Business Park, New Augustus Street, Bradford BD1 5LL Tel: 01274 848800 Fax: 01274 390644
- The Exchange, Station Parade, Harrogate, HG1 1TS Tel: 01423 502211 Fax: 01274 390644
- 2 The Wells Walk, Ilkley LS29 9LH Tel: 01943 601020 Fax: 01943 816372

The Registered Office address is One St James Business Park, New Augustus Street, Bradford BD1 5LL

The normal hours of opening are between 09.00 and 17.30 on weekdays. Appointments can be arranged outside these hours.

4. SOLICITORS REGULATION AUTHORITY

LCF Law is authorised and regulated by the Solicitors Regulation Authority whose contact details are shown below:

Solicitors Regulation Authority

The Cube

199 Wharfside Street

Birmingham B1 1RN

Phone: 0870 606 2555 inside the UK

Opening hours

08.00 to 18.00 Monday, Wednesday, Thursday, Friday

09.30 to 18.00 Tuesday

Website: www.sra.org.uk

5. EQUALITY & DIVERSITY

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees, and are required to have a written equality and diversity policy. Please contact the firm's Managing Partner if you would like us to send you a copy of our policy.

6. CONDUCT OF WORK

The person with conduct of your work and their status is set out in LCF's Terms of Engagement Letter, together with the name of their supervisor who has overall responsibility for the conduct of your matter. If applicable details of any other lawyers who may be involved in your matter are listed in the Terms of Engagement letter enclosed with these terms. We will endeavour to avoid changing the people handling your work. However, if this cannot be avoided, we will inform you of the new person dealing with your matter and why the change was necessary.

7. COMMUNICATIONS

We will communicate with you as to the progress of your matter at regular intervals during the course of our instructions via letter, fax, text, telephone and email. The firm is staffed with experienced legal secretaries and administration assistants. In the event that a particular lawyer is not available, his/her secretary will assist.

Please let LCF know your preferred method of communication. Unless otherwise agreed LCF will use such methods as it considers appropriate.

All email messages sent to LCF will arrive in the mailbox of the person to whom they are addressed. LCF shall not be required to encrypt or password protect any email or attachment. LCF shall not be responsible for any loss or damage arising from any unauthorised interception, redirection, copying or reading of emails or attachments.

8. CONFIDENTIALITY

8.1 Statutory Bodies

We will keep your affairs confidential and we will not disclose information to anyone outside LCF without your consent. However, please be aware that we may be required to disclose confidential information in certain circumstances (such as legal and regulatory compliance). This includes disclosing information about the transaction in which you are involved to our bankers or regulators.

Please also note that there are reporting requirements in relation to money laundering which override our duty of confidentiality to you.

8.2 Third Parties

During the course of LCF's work for you it may be necessary from time to time to discuss your transaction with third parties such as estate agents, or mortgage lenders in property transactions, or experts or counsel in transactions involving the courts. This also includes disclosing information about the transaction in which you are involved to our Bankers or Regulators. As a formality we require your consent to such communications and have included such consent in the Confirmation & Consent to Act Form. We will only disclose information which we consider necessary to further progress your transaction

8.3 Mortgage Lenders

If we are acting on your behalf in relation to a purchase or Remortgage of property which is being completed in conjunction with mortgage finance we have a duty to the lender to keep them advised as to details of the transaction including sources of any deposit, discounts, incentives, price variations and price changes etc. These duties and obligations are usually detailed in the mortgage offer. Your signature on the Confirmation & Consent to Act Form and agreement to these Terms and Conditions is confirmation of your authority to us to make such disclosures as we consider appropriate in order to comply with our obligations to the mortgage lender.

9. DATA PROTECTION

We use your personal data primarily to provide legal services to you, but also for related purposes:

- conducting checks to identify you, verify your identity and screen for financial or other sanctions
- gathering and providing information required by or relating to audits, enquiries and investigations by regulatory bodies
- complying with professional, legal and regulatory obligations that apply to our business
- ensuring business policies are adhered to, e.g. policies covering security and internet use
- operational reasons, such as improving efficiency, training and quality control

- ensuring the confidentiality of commercially sensitive information
- statistical analysis to help us manage our practice e.g. in relation to our financial performance, client base, work type or other efficiency measures
- updating and enhancing client records
- preventing unauthorised access and modifications to systems
- preparing and filing statutory returns
- ensuring safe working practices, and monitoring and managing staff absences and staff access to systems and facilities
- staff administration and assessments, monitoring staff conduct, and disciplinary matters
- marketing our services
- credit reference checks via external credit reference agencies
- external audits and quality checks, e.g. for Lexcel accreditation

Our use of your personal data is subject to your instructions, the UK General Data Protection Regulation (UK GDPR), other relevant UK legislation and our professional duty of confidentiality.

LCF Law is a data controller for the purpose of the UK GDPR and other relevant data protection legislation. Data Privacy Manager, Kate McFarlane, is the firm's representative for the purpose of the GDPR.

We take your privacy very seriously. Please read our Privacy Policy by visiting our website at - <https://lcf.co.uk/company-legal/privacy-policy>). It contains important information on:

- what personal data we collect about you and how that data is collected
- how, why and on what grounds we use your personal data
- who we share your personal data with
- where your personal data is held and how long it will be kept
- whether your personal data may be transferred out of the European Economic area and, if so, the measures taken to protect that data
- your rights in relation to the personal data we hold or use
- the steps we take to secure your personal data
- how to make a complaint in relation to our use of your personal data
- how to contact us with any queries or concerns in relation to your personal data

If you have any queries about the data we hold for you please contact us in writing addressed to the Firm's Data Privacy Manager, Kate McFarlane, or by email to kmcfarlane@lcf.co.uk.

10. PROMOTIONAL COMMUNICATIONS

We may use your personal data to send you updates (by email, text, telephone or post) about legal developments that might be of interest to you and/or information about our services, including exclusive offers, promotions or new services or products. You have the right to opt out of receiving promotional communications at any time, by:

- contacting the managing partner, [ManagingPartner.Forename] [ManagingPartner.Surname], by post addressed to any of our offices or by email [ManagingPartner.EmailExternal]
- using the 'unsubscribe' link in emails or 'STOP' number in texts
- updating your marketing preferences by email to [ManagingPartner.EmailExternal]

11. MONEY LAUNDERING

LCF is bound by all legislation relating to money laundering, including the Proceeds of Crime Act 2002 and The Money Laundering, Terrorist Financing and Transfer of Funds (Information on Payer) Regulations 2017. All reports deemed necessary will be submitted to the relevant authorities. In accordance with the provisions of the relevant Act, LCF or any of its employees will under no circumstances confirm or deny to you whether such a report has been made.

We shall not be liable for any loss arising from or connected with our compliance with any statutory obligation or our reasonable belief which we may have as to necessary compliance.

In order to comply with the law on Money Laundering, all new clients of the firm will be subject to an identity check which will be made electronically and will be done in accordance with the provisions of the Data Protection Act 2018.

Throughout the course of any matter in which we are instructed by you ("the matter"), LCF will undertake on-going monitoring for PEP and sanction alerts for up to twelve months from date of initial instruction or until the matter is concluded whichever is the later. LCF reserves the right throughout our conduct of the matter to request from you further information or documentation to verify or clarify the validity or otherwise of any such alerts. Failure to produce the relevant information or documentation when requested may prevent LCF continuing to act in the matter.

Returning clients for whom we have previously obtained proof of identity will be asked to provide further evidence of their identity if the original evidence is more than 3 years old.

Agreeing to our terms of business and/or instructing us to act on your behalf you expressly consent to us keeping for more than five years personal data about you, such as client identification documents that are specifically provided to us by you and others for the purposes of complying with money laundering and terrorist financing legislation.

Your personal data will be destroyed when the file relating to your matter is destroyed (in accordance with our file retention periods), unless we need to keep the data for longer for the purposes of complying with money laundering and terrorist financing, or for the purposes of any court proceedings

12. TIMESCALE

We will provide you with timescale estimates at the outset and throughout the course of your matter. Your matter may be subject to delays caused by the court, mortgage lender, the other party or factors outside our control. Should this arise, we will inform you and explain the reason for any delay and give you a revised timescale estimate as soon as possible. If you are aware of the deadline or wish us to work to a particular timescale, then please confirm your instructions in writing. Please do not make arrangements based on our estimated timescale without checking with us whether it is sensible to do so.

13. OUR CHARGES, EXPENSES AND ADMINISTRATIVE COSTS

13.1 Your liability

Unless and until an alternative fee arrangement has been agreed and confirmed in writing by us you are liable to pay all sums due to this firm.

13.2 Our costs estimate

In order that you are fully aware of the potential costs of your case or transaction, the lawyer responsible for your transaction will provide to you at the outset an estimate of the overall costs to you. Legal process is never exact, and it is often very difficult to give exact figures. Therefore the estimate is subject to regular review, at least every 6 months, or more often as circumstances dictate. You can at any time ask for a review of the overall estimate.

Although an estimate for costs will be given, complications can arise which were not anticipated at the time the estimate was given. We are not bound by the estimate and we reserve the right to exceed the estimate where developments or actions require it. We will advise you of any changes in our estimate of costs as soon as practical.

13.3 How we calculate our fees

13.3.1 Initial instruction charges

Following receipt of initial instructions we will instigate and conduct the relevant due diligence in creating the client matter including checking and/or obtaining appropriate identification and completion of SRA compliance documentation for which we charge £50.00 plus VAT per matter. Your acceptance of these Terms & Conditions acknowledges and accepts such initial charge. If you have any queries regarding this or what is involved please do not hesitate to speak to the person responsible for the matter at the firm. When working to a Fixed Fee the £50 plus VAT is included in this Fixed Fee.

13.3.2 Time charges

- **How we calculate our time charges**

Our fees are calculated mainly by reference to the time spent by the Lawyer(s) dealing with the matter, the time charged being all time spent on your affairs. This will include attendance upon you and others, time spent travelling, considering, preparing and working on papers, legal research, sending and receiving correspondence (including emails), making and receiving telephone calls. If you wish to place a limit on the charges incurred on your behalf, or you wish us to notify you when charges of a certain limit have been reached, then you must notify us in writing.

- **How we record the time we spend on the matter**

For each matter we maintain a paper file and a combined computer and hard copy record of the time spent. All time is recorded on the paper file and/or on a computer record. All time is recorded in units of 1/10th of an hour i.e. 6 minutes. As is standard in the legal profession, any part units are charged as a whole, for example a 3 minute phone call is recorded as 1 unit, or a 25 minute phone call is recorded as 5 units.

- **The Lawyer's hourly rate**

Each Lawyer has a basic hourly charge out rate, which varies according to his/her experience. If applicable the current hourly rates ('the hourly rate') relevant to your matter are set out in LCF's terms of engagement letter.

The hourly rate is reviewed periodically, usually annually to take effect from **1 April** and to take account of changes in overhead costs. Details of any revision of rates occurring during the continuance of a case or transaction will be notified in advance and before undertaking any work at the revised rate (unless the fee is fixed).

Where your instructions require that interviews take place, or other work is carried out necessarily, outside the normal office hours of LCF, we reserve the right to increase the level of the hourly rate. The hourly rate may not be appropriate in cases of exceptional complexity or urgency. Where it becomes apparent that such circumstances exist, LCF reserves the right to terminate the retainer unless revised rates are agreed in substitution.

- **Value element**

In property transactions, the administration of estates and in transactions involving a substantial financial consideration or benefit to the client, fees may be calculated both by reference to the time spent and also by reference to a value element based on, for example, the price of the property, the size of the estate, the value of the financial benefit. The value element reflects the importance of the transaction and the consequent responsibility falling on LCF.

In the case of administration of estates the value element may be 1% of the gross value of the estate (0.5% in respect of any main residence of the deceased). A revised estimate of costs will be given when the value and complexity of the estate is known at application for grant of probate or letters of administration.

13.3.3 Fixed fee charges

In some cases it may be more appropriate to agree a fixed fee charge with you. We will agree the work to be undertaken for which the fixed fee is to be charged. We will also tell you what is not included in that fee. If any unexpected extra work becomes necessary, we will agree with you the nature and extent of this work. Where the matter does not proceed, for example on a residential property matter, we will charge you a proportion of the fixed fee based upon the time spent to date, but not exceeding, the fixed fee.

13.3.4 Value Added Tax (VAT)

We will add VAT at the current rate to all our charges. Our VAT No is 500 5672 80.

13.3.5 Expenses (sometimes called disbursements)

During the course of your matter expenses ('disbursements') may occur which we have to pay on your behalf. These expenses can include for example: court fees, counsels fees, experts fees, photocopying, fees for medical reports, Land Registry fees, and Probate Registry fees.

13.3.6 Same Day Funds Transfers and SDLT Administration Charges

In common with other law firms we make an administrative charge for submission of monies by same day telegraphic transfer (or funds transfers) and completion of the submission to the Inland Revenue of the Stamp Duty Land Tax forms (SDLT) together with the variable charge made by the Banks in respect of the transfer of funds direct from our client account (details are available upon request). **(NB we do not make a charge for payments made by BACS (Bank Automated Clearing System)).**

14. OUR INVOICES

14.1 Invoice Types

Unless otherwise agreed, it is our usual practice to send interim invoices for the work done by LCF on a regular basis and a final invoice upon the matter being completed. Payment for expenses are either invoiced together with our costs incurred at the time, or separately if appropriate.

14.1.1 Interim Invoices

There are 2 kinds of interim invoices; 'interim statute invoices' and 'on account interim invoices'. These are explained more fully in the following paragraphs. Unless we have indicated otherwise, the interim invoices we send you will be interim statute invoices.

- **Interim statute invoice**

This is a complete and final charge for our costs in the period to be covered by the invoice. At conclusion of the matter we are working on or, if earlier, upon termination of our Retainer, we will deliver a final invoice. The final invoice will cover our costs for work done during the period covered. It may not (even if it is a final invoice) include all our expenses for that period, since third parties may not have sent their invoices or charges to us in time to be included on our invoice. In that event, the relevant expenses will be invoiced after we have received a third party invoice demand.

- **On account interim invoice**

This is an invoice on account of our total costs for the matter on which we are working. It does not, therefore, necessarily represent a complete and final charge for our costs in the period to which it relates. At the conclusion of the matter we are working on or, if earlier, upon termination of our Retainer, we will deliver a final invoice for the matter. This may include charges we have not previously invoiced you for work done, and expenses incurred, during the period(s) covered by earlier on account interim invoice(s) but, when we calculate the amount due to us, you will of course be given a credit for all payments you have already made.

In transactions or cases likely to continue for more than one month, interim invoices will normally be raised monthly. In some cases, invoices may be raised more frequently, for example when a considerable amount of time is spent within a short period.

As part of the management of the business we reserve the right at our absolute discretion to submit interim invoices for all work undertaken and expenses incurred at the firm's half year (30 September) and financial year end (31 March) or within a reasonable period before or after those two dates.

14.1.2 'Payment on Account' Invoices

- **Payment on account of expenses**

We do not accept any obligation to effect payment of expenses (see para 13.3.5) unless you have provided funds for that purpose. VAT is payable on certain expenses. All expenses incurred by us on your behalf during the transaction or case are repayable by you to us, without deduction, upon delivery of an itemised invoice.

- **Payment on account of costs and expenses**

We may request you to provide payment on account in respect of fees and expenses either at the outset or during the course of the transaction. This is normal professional practice where certain expenses are to be incurred or have been incurred by LCF during the

transaction or where a matter is, or is likely to be, lengthy. In such cases payments on account may be retained against the final invoice to be delivered at the end of the transaction and will not be used to discharge interim invoices.

It is helpful if you meet such requests with prompt payment to avoid any delay in the progress of your case. We retain the right to cease to act further, where requests for sums on account are not met.

14.1.3 **Abortive Fees & Expenses Invoices**

All fees, costs, charges and expenses incurred are payable whether or not a case is successfully concluded or a transaction completed. If any case or transaction does not proceed to completion for any reason during the period in which LCF is instructed, then we shall be entitled to charge for work done on the basis set out above. VAT would also be payable on that amount.

14.2 **Paying our invoices**

Our invoices are payable fourteen (14) days after the date of the invoice, save in relation to acquisitions and disposals where they are payable upon completion of the transaction if the acquisition or disposal is to occur earlier than 14 days after the date of the invoice. In addition, any outstanding invoice will be paid and deducted from any monies due to you in LCF's possession whether recovered from another party or as part of a settlement of a dispute or as consideration received in respect of a property disposal or monies due to you during the matter for which LCF is instructed or howsoever.

Should any one invoice remain outstanding for a period in excess of 28 days after the date of the invoice, all other invoices delivered to you and unpaid become payable immediately.

Our risk management procedures limit the amount the Firm will accept in cash (limit £500) against unpaid invoices. Payments to the firm should be by cheque (made payable to 'LCF Law Limited') bank draft or Bank Transfer direct to the firm's client account, details of which can be obtained on request. Alternatively, card payments of up to £5000 can be made online at <https://online.lcf.co.uk> or by calling 01274 386560/848833.

Ensure that you quote your client/matter reference (for example ABC1/12) to ensure the funds are promptly allocated to your account.

Bear in mind that funds cannot be used for your transaction until they become cleared funds in our account, in case of any doubt about clearance days contact our accounts team on 01274 848800.

14.3 **Unpaid invoices**

14.3.1 **Interest on unpaid invoices**

We charge interest on unpaid invoices at the rate payable on judgment debts or 8% whichever is the greater from the date of delivery of an invoice in cases where payment is not made within one month of the date of the invoices.

14.3.2 **Credit check**

In the event of any invoice remaining outstanding for a period in excess of 28 days after the date of the invoice we shall in our absolute discretion be at liberty to undertake a credit check. Your acceptance of these Terms and Conditions amounts to your consent to LCF undertaking a credit check in such circumstances. Such credit check will only be undertaken where invoices remain unpaid as detailed above.

14.3.3 **One invoice unpaid – all unpaid invoices become due**

If any invoice(s) is/are due for payment or overdue for payment and LCF is holding monies on behalf of you, agreement to these Terms and Conditions is also authority to deduct from the monies held on behalf of you any sums due to LCF in respect of costs, expenses, VAT and/or interest.

14.3.4 **Unpaid invoice(s) – stopping work/termination or suspension of the retainer**

In the event of any invoice(s) remaining unpaid for a period in excess of 28 days, or any request for monies on account of costs and expenses not being complied with, LCF in its absolute discretion may cease to act or suspend acting or undertaking further work until such invoice(s) and/or request for monies on account has/have been paid. If such retention or termination of the retainer or stopping work results in you failing to comply with obligations whether contractual or imposed by any court the responsibility for such failure is that of you not LCF. LCF will not be responsible for any consequence that results from delay where this is caused by your failure to pay invoice(s) or any payments on account of costs and/or expenses.

15. **ALTERNATIVE ARRANGEMENTS FOR PAYMENTS OF INVOICES**

15.1 **Property Transactions**

An invoice will normally be raised following the exchange of contracts and payment is required prior to or upon completion. Where funds are payable to you upon completion, amounts due to LCF shall be deducted from such funds unless otherwise previously agreed in writing.

15.2 **Administration of Estates**

It is our usual practice to deliver interim invoices at intervals during the administration. An interim invoice will normally be submitted when the Grant of Probate or Letters of Administration have been obtained. If it then transpires that it will take some time to complete the administration, further interim invoices will be rendered periodically and the final invoice will be presented when the estate accounts are delivered for approval.

15.3 **Payment by Bank Standing Order**

In cases or transactions continuing for some period of time, many clients find it convenient to arrange regular payments on account by way of bank standing order. Details of our bank account can be obtained from the person having conduct of your file with whom you can discuss your wish to pay by this arrangement.

15.4 **Payment by instalments**

If after submission of an invoice for services rendered or expenses incurred payment of the invoice is requested by instalments, any instalment arrangement is subject to the absolute discretion of LCF as to whether it is acceptable. Please contact our Accounts Department if you wish to discuss paying your invoices(s) by instalments. In the event that instalment payments are accepted by LCF an administration charge will be added to the outstanding monies due in accordance with the schedule shown below and will be payable by you in addition to the invoices already delivered. Acceptance of these Terms and Conditions indicates your agreement to this course of action.

Instalment Payment Charge Table			
Amount of Debt £	Charge £	VAT £	Total £
Up to 300	50.00	10.00	60.00
300.01 – 500.00	75.00	15.00	90.00
500.01 – 1,000	100.00	20.00	120.00
1,000.01 – 3,000	150.00	30.00	180.00
3,000.01 – 5,000	200.00	40.00	240.00
5,000.01 – 15,000	250.00	50.00	300.00
15,000.01 – 50,000	300.00	60.00	360.00
50,000.01 – 100,000.00	350.00	70.00	420.00
100,000.01 – 150,000.00	400.00	80.00	480.00
Over 150,000.01	500.00	100.00	600.00

15.5 **Conditional Fees (Litigation cases only)**

The firm does undertake work on behalf of clients under what is known as Conditional Fee Arrangements. The basis of a conditional fee agreement is this: if you lose you only pay LCF's expenses and any of the opponents costs ordered to be paid; if you win you agree to pay LCF's fees, costs and expenses together with a percentage uplift representing LCF's risk of entering into the agreement. It is in the absolute discretion of LCF whether the firm is prepared to enter into such an agreement with you.

15.6 Insurance (Litigation cases only)

In matters involving a claim against another party it may be possible to obtain legal costs insurance to insure against payment of the other side's costs and part or all of your own legal expenses. These insurance policies can be used in conjunction with a Conditional Fee Arrangement or on their own. If this is of interest you should discuss this with the person responsible for your case, who will provide you with further information. Litigation Insurance is a specialist insurance product and even though it may be suitable for your particular case there is no guarantee that a policy is available to cover your action. Each application is assessed by the insurance industry on a case by case basis.

15.7 Legal Expenses Insurance

In some instances you may have the benefit of legal expenses insurance that may have been supplied to you by an insurance company or broker as part of another product such as your motor insurance or household insurance policy. You should check your household policy or motor insurance policy or enquire of your broker as to whether you have the benefit of legal expenses insurance that may cover the cost of legal work for which you are instructing LCF or part thereof. **It is important that you make such enquiries immediately to ensure that any cover available is confirmed prior to the commencement of you incurring substantial legal costs. It may not be possible to get retrospective indemnity of your legal costs from any legal expenses insurer.**

15.8 Adverse Costs Insurance

If Court proceedings are issued it may be possible for us to arrange insurance to cover your opponent's legal costs should you lose. Please let us know if you would like us to make enquiries on your behalf.

15.9 After the Event Insurance

In some Litigation cases, those matters involving a dispute and court proceedings, it is possible to obtain insurance for payment of a premium against the possibility of being held liable at the end of a matter for the other party's costs. **Please discuss this with the person responsible for your matter.** Such insurance does not cover your own costs and expenses or those of LCF incurred on your behalf.

15.10 Costs Recovered from Another Party (Litigation Matters Only)

In some circumstances a court will order your costs to be paid by the other party to a case. In such circumstances:

- You are still responsible for paying LCF's costs, fees and expenses.
- You may not be entitled to any costs from the other side unless proceedings have been issued in the court.
- Costs are always discretionary. The usual order is that the winner's costs are paid by the loser, **but this is in no way guaranteed.**
- The amount of the winner's costs that will be ordered to be paid is **not** the same as the costs that you are contractually bound to pay LCF for its services. The process by which the amount is determined is known as 'detailed assessment' or 'summary assessment', depending on the circumstances. The amount of costs awarded usually ranges from one half to 80% of the sums that a party is liable to pay their own solicitor.
- If you have a costs order in your favour and your opponent fails to pay, then it is a decision for you whether to endeavour to enforce the order. Any work undertaken to enforce the order is additional work for which you will be responsible for the costs.
- If you are not covered by a Conditional Fee Arrangement, where special circumstances apply (see above), then in the event that your claim is unsuccessful you in all likelihood will have to pay your opponents assessed legal costs and all of your own legal costs.
- Assessment of costs often takes place during the course of the litigation and not just at its conclusion. Courts make costs orders after every interlocutory application. The costs of the application will be summarily assessed at the conclusion of the application and will normally be payable within 14 days. Any costs orders which remain unpaid are equivalent to a judgment against a party and can be enforced. LCF will not pay a costs order on your behalf until you have supplied LCF with the funds.
- If your opponent is in receipt of Public Funding, even in the event that you are successful in getting an order that they pay your costs, no costs are likely to be recovered.

16. INTEREST PAYMENTS

If LCF holds money on your behalf, interest is payable to clients in accordance with the LCF Law Interest Policy as to amounts held and periods of time applicable.

In property transactions, where clients obtain borrowing from a lender, LCF will request the lender to arrange that the advance cheque is received by us a minimum of 3 working days prior to the completion date to ensure that cleared funds are available in time for completion. Clients should note that the lender might charge interest from the date of issue of payment to us.

LCF will not be liable for any loss suffered in connection with an insolvency event occurring in relation to any deposit provider (e.g. bank or building society) with whom LCF has deposited funds save if and to the extent that any such loss was caused or contributed to by LCF.

In the event of an insolvency event such as described above, you may be able to make a claim under the Financial Services Compensation Scheme. We currently hold our client account funds in Lloyds Bank PLC. Your authority to us to act on your behalf includes your consent to LCF to providing relevant information to the Financial Services Compensation Scheme to progress such claim in the event of an insolvency event.

17. PROFESSIONAL INDEMNITY INSURANCE

LCF maintain professional indemnity insurance.

As a firm LCF employ procedures to limit the risk of error but human beings being human will from time to time make mistakes. As such we carry professional indemnity insurance up to a limit of £15 million for any claim.

It is a condition of our undertaking any piece of work for a client(s) that clients accept that the liability of LCF in respect of any one claim or series of linked claims is limited to £15 million.

LCF's liability is limited to the proportion of loss attributable to LCF's negligence when the negligence of other third parties has contributed to a client's loss. LCF will not accept liability for any loss caused as a result of LCF's refusal to proceed with a matter in complying with its legal or regulatory obligations, in particular in compliance with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on Payer) Regulations 2017.

LCF LIMITS LIABILITY IN RESPECT OF ANY ONE CLAIM OR SERIES OF LINKED CLAIMS TO £15 MILLION

LCF will provide details of LCF's professional indemnity insurers, the territorial coverage and contact details for the insurer upon written request to the Managing Partner.

18. FINANCIAL SERVICES

LCF is authorised and regulated by the Solicitors Regulation Authority.

The Law Society of England and Wales is a designated professional body under the Financial Services and Markets Act 2000 (as amended) which means that LCF may carry on certain regulatory activities without being regulated by the Financial Conduct Authority. This means that we may be able to provide limited financial services to you where such services arise out of or are complementary to the provision of legal services.

The Law Society has delegated responsibility for regulation to the Solicitors Regulation Authority and responsibility for handling complaints has been delegated to the Legal Ombudsman.

LCF are not authorised by the Financial Conduct Authority. However, LCF is included on the register maintained by the Financial Conduct Authority so that LCF 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. The register can be accessed via the Financial Conduct Authority website at <http://www.fca.org.uk/>.

LCF only select products from a limited number of insurance companies for after-the-event litigation insurance, legal expenses insurance, elderly care insurance, employment insurance, restrictive covenants and title indemnity insurance but we are not contractually obliged to conduct business in this way. On written request LCF will supply details of the insurers from whom we select products.

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

19. DISCLAIMERS

19.1 Tax

Save where specifically referred to LCF as an instruction from the client and accepted by LCF as detailed in the client care letter, clients should only rely upon the advice and guidance of their Accountants, IFA or their usual tax advisers for the definitive position in relation to the tax implications of legal transactions entered into by them including liability to personal taxes, Corporation Tax, Capital Gains Tax and Stamp Duty Land Tax.

19.2 Planning in Property Matters

We will not advise you on the planning implications of your proposed purchase, unless specifically requested to do so by you, otherwise than by reporting to you on any relevant information provided by the results of the 'local search'.

19.3 Other Property Disclaimers/Environmental

It is not our responsibility to carry out a physical inspection of the property nor advise on the valuation of the property nor the suitability of your mortgage nor any other financial arrangements. We shall not advise generally on environmental liabilities where we shall assume, unless you tell us to the contrary, that you are making your own arrangements for any appropriate environmental survey or investigations.

We may, however, need to obtain on behalf of your lender, at your expense, an environmental search. However, we will not advise you about any issues relating to the possible contamination of any land which may be relevant to your purchase. We have to tell you that we are not qualified to advise on the results of any search made in that respect and would only be able to report to you on the actual results of such a search. This is particularly significant in respect of the potential liabilities that may arise at some future point in time as a result of land contamination or flood risk that are having increasing significance. If you have any doubts, please discuss your concerns with us.

If we are instructed on purchase and we are also acting for your proposed lender, we have a duty to fully reveal to your lender all relevant facts about the purchase and the mortgage. This includes any differences between your mortgage application and information we receive during the transaction and any cash back payments or discount schemes that a seller is giving to you.

20. STORAGE OF PAPERS AND DEEDS

On completion of a matter LCF will return your original papers.

LCF cannot undertake to retain files for any specific period of time but will generally endeavour to keep all files for a minimum period of 6 years. LCF reserves the right to destroy files without further reference to you after that period. LCF reserve all rights to exercise a lien in the event of invoices remaining unpaid. LCF provide a safe custody service to clients in respect of Title Documents and Guarantees and other important documents including Wills and other securities and no charge will be made to you for such storage. However, we charge an administrative fee for any subsequent production of these documents (including Wills) from our archives. The current fee is as stated in the Terms of Engagement Letter enclosed with these Terms of Business. This fee may be waived if the purpose for retrieval is in relation to a matter in which LCF is instructed by you to act.

The majority of property in England & Wales is now registered at HM Land Registry where your details and evidence of ownership of your property is registered against the property purchased. Although Title Documents are important they are less critical than they once were but should be retained in case they are required in the event of a sale or lease of the property to which they relate, to resolve any query that cannot be answered by reference to the Land Registry.

If you do not wish LCF to retain your documents relating to your property or other important documents within LCF's storage facilities, you must collect your documents within 28 days of conclusion of the matter. If you do not collect your documents within this time period LCF will place them in storage for safekeeping and the fee referred to above will be levied upon your request for the production of the documents subject to the above provisions.

21. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

For the avoidance of doubt nothing in these Terms & Conditions shall confer on any third party any benefit or the right to enforce any term or condition.

22. QUALITY STANDARDS

LCF has achieved the Lexcel Quality Standard of the Law Society. As a result of this the Firm is or may become subject to periodic checks by outside assessors. This could mean that your file is selected for checking, in which case LCF would need your consent for the inspection to occur. All inspections are, of course, conducted in confidence. If you prefer to withhold consent, work on your file will not be affected in any way. LCF will assume that we have your consent unless you specifically notify us to the contrary. LCF will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which we conduct on your behalf.

23. SERVICE LEVEL GUARANTEE

If you are at any time unhappy with the service you have received, you are entitled to ask for a reduction of LCF Law's fees in your invoice by 15%. This is a "no quibble" guarantee, which relates to our service. We will not challenge your right to invoke the service guarantee (but please note that this is not a result or cost guarantee).

All we ask is that you act in a fair and principled way should you choose to invoke the guarantee and tell us in what way we have fallen short of the service levels you are entitled to expect. You can invoke the guarantee at any time within 14 days of the date of any invoice.

The provision of a service guarantee does not affect your ability to raise a formal complaint in relation to the service you have received or the work we have undertaken.

We endeavour to provide a service which meets your reasonable expectations. If for whatever reason we fall below the level of service you would reasonably expect, we ask you to raise this with us at the time or the earliest opportunity thereafter.

However, if you feel that the service you have received from LCF Law is not as you would expect, which results in you invoking the guarantee on more than one occasion we would invite you to have a conversation with the lawyer undertaking the work and their supervising partner in order for us to fully understand your concerns and ensure that these are addressed appropriately.

24. YOUR RIGHT TO COMPLAIN

You can obtain a copy of our complaint's procedure here <https://lcf.co.uk/company-legal/complaint-information>.

You can also send a letter to our head office address marked for the attention of our Partner in charge of complaints, Simon Stell, or email sstell@lcf.co.uk. Simon will then take responsibility for resolving the matter on your behalf.

If we are unable to resolve your complaint, then you can have the complaint independently looked at by the Legal Ombudsman. The Legal Ombudsman investigates complaints about service issues with lawyers.

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.

25. JURISDICTION

The terms of the Firm's contract with you and LCF's retainer to act on your behalf are governed by and construed according to English law and is subject to the jurisdiction of the courts of England and Wales.

26. RIGHTS TO TERMINATE THE RETAINER/CANCEL THE CONTRACT

LCF retains the right to terminate its retainer at its absolute discretion if requests for information and documentation are not provided within a reasonable time; if requests for payment of monies on account of expenses and/or costs are not met within a reasonable period of the request; if payment of interim invoices and on account invoices are not met when requested and delivered under the terms detailed herein; if the Firm believes the client has supplied false, inaccurate or misleading information in the conduct of the matter.

You have a right to cancel this contract within 14 days of entering into the contract if initial instructions were not received face to face, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. The cancellation period will expire 14 days after the date of the Terms of Engagement letter accompanying these terms.

You have a right to cancel the contract within 14 days of entering into the contract if the initial instructions and agreement to act was made at your home or place of work, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. In such circumstances the cancellation period expires fourteen days from the date of the initial meeting when instructions were given by you for LCF to act.

If you cancel this contract, we will reimburse to you all payments received from you. We will make the reimbursement without undue delay and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

Any decision to terminate must be made in writing (letter or email) addressed to the Managing Partner, [ManagingPartner.Forename] [ManagingPartner.Surname] ([ManagingPartner.EmailExternal]), also indicating the Firm's reference or the name of the lawyer who is dealing with your transaction.

27. WHAT WE EXPECT OF YOU

LCF shall be entitled to assume whoever gives us instructions to provide services does have the authority to do so and shall be entitled to rely on any information provided to us by that person.

Where instructions are given on behalf of a company, LLP, Partnership, other business or organisation, LCF shall be entitled to assume that the Terms have been brought to the attention of and approved by the Directors of the company, the members of the LLP or in the case of any other business or organisation the appropriate officers of that business, organisation, or partners in a partnership.

Where LCF's client consists of more than one person or entity the liability of those persons or entities is joint and several. Each joint client irrevocably permits LCF to disclose to any other of the joint clients at any time any information which LCF would otherwise be prohibited from so disclosing by virtue of a duty of confidentiality.

28. FUTURE INSTRUCTIONS

Unless otherwise agreed and subject to the application of the current hourly rates, these Terms & Conditions of Business shall apply to any future instructions given by you to LCF.

Your continuing instructions in this matter will amount to an acceptance of these Terms & Conditions of Business. Please could you sign and return to us the 'Confirmation & Consent Form' enclosed in the Information Pack.

If any of these Terms is found by any court to be illegal, invalid, or otherwise unenforceable then that provision shall, to the extent necessary, be severed and shall be ineffective but without affecting any other Terms.