



# Terms of business.

**High Wycombe | Amersham | Marlow | Silverstone | London**

Blaser Mills Law is a trading name of Blaser Mills LLP, a limited liability partnership registered in England and Wales with registration number OC397220.

Registered Office: 40 Oxford Road, High Wycombe, Buckinghamshire, HP11 2EE

Blaser Mills LLP is authorised and regulated by the Solicitors Regulation Authority (SRA Number 620391)

## 1. Our contract

- a. Blaser Mills LLP (“we”, “us”, “our” or “the firm” is authorised and regulated by the SRA. Our SRA number is 620391. These Terms of Business (as updated from time to time) apply to all work we do on your behalf. Each time you instruct us on a new matter we will send you a letter confirming your instructions and setting out the scope of the work we will carry out for you (“**Services**”), our fees and individual contact detail. This is called the Client Care Letter. These Terms of Business should be read together with the Client Care Letter – together they form the contract between us. Issued by us, as supplemented by any relevant Client Care letter, apply to each matter we work on for you. If there is any inconsistency between our Terms of Business and the Client Care Letter, the Client Care Letter will take priority.
- b. No variation of these Terms of Business shall be effective unless it is in writing and is signed by one of our Partners.
- c. If there are any issues you wish to discuss concerning these Terms of Business, please contact the person dealing with your matter as set out in the Client Care Letter.
- d. If at any time, any provision of these Terms of Business or any Client Care Letter is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect, or impair the legality, validity or enforceability in that jurisdiction of any other provision of these Terms of Business or any Client Care Letter, or the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of these Terms of Business or any Client Care Letter.
- e. The advice and Services we give, are provided to and for the benefit of you as our client and you alone. No other person may use or rely upon the Services nor derive any rights or benefits from them. The provisions of the Contracts (Rights of Third Parties) Act 1999 are to that extent, excluded. Accordingly, you should not disclose our advice to others without our consent or rely on it in connection with any other matter. If you are a company, we are not to be regarded as acting for, or accepting obligations to, any of your parent, subsidiary or affiliated companies or for any of your officers, directors or employees, each of whom will (unless otherwise agreed by us) be deemed to have separate interests from you with respect to any matter on which we advise you, unless we have issued, with your agreement, a separate Client Care Letter and Terms of Business to such other party.
- f. We reserve the right to terminate our retainer, in accordance with the Solicitors Regulation Authority’s guidelines, at any time for good reason and on reasonable notice.

## 2. Responsibility for work

- a. The person responsible for your work will be detailed in the Client Care Letter, which will also provide details of any other people who will assist on your matter.
- b. The Client Care Letter will also confirm the name of the person with overall responsibility for the provision of our Services to you. The person supervising has complete discretion to deploy such of our lawyers, trainee lawyers, and paralegals or other staff as she/he deems necessary or desirable to ensure appropriate delivery of the Services.

### 3. Your responsibilities

You will (so far as you are practicably able to do so):

- a. provide us with clear, timely and accurate instructions, and the information and materials necessary or desirable for us to perform the Services for you in a timely manner;
- b. notify us promptly of any changes or additions to instructions, information and materials previously provided by you or on your behalf;
- c. ensure that all information provided to us is complete in all material respects and not misleading; and
- d. safeguard any documents that may be required for your matter, including documents that you may have to disclose to another party.

### 4. Insurance

- a. As required by our professional rules, we maintain compulsory professional indemnity insurance with AIG. Our level of indemnity is in excess of the SRA requirement of £3 million. This insurance covers all areas of our practice which is carried on from our offices and will extend to acts or omissions wherever in the world they occur.
- b. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, can be provided on request.
- c. It is a condition of our professional indemnity insurance that we notify our insurer and/or broker of any circumstances which may give rise to a claim against us. In doing so, we may disclose documents and information to our insurer, broker and or insurance advisers on a confidential basis. Our insurers and brokers are contractually obliged to keep all information we pass to them strictly confidential.

### 5. Fees & expenses

- a. You will find information on the prices we charge for some services such as conveyancing, probate and employment on our website.
- b. More detailed information will be included in the Client Care Letter which will set out either our agreed fees or the basis on how we will calculate our fees. Our fees are often calculated principally by reference to the time spent by us providing the Services at the fixed hourly rates applicable to the relevant staff. The time charged includes attendances upon you, either in person or by telephone and perhaps on third parties, any time spent travelling, considering, preparing and working on papers and correspondence, making and receiving telephone calls, drafting and sending facsimile transmissions and receiving/sending e-mails. Short outgoing letters, emails and routine phone calls are charged at 1/10 of an hour. All other work is timed in six-minute units and charged at the relevant hourly rate.
- c. Where we carry out work which falls outside the scope of an accepted estimate (or of an estimate which is subsequently incorporated into a contract between us) we may charge fees at our fixed hourly rates, in addition to the quoted or estimated fee. We may also charge additional fees on the same basis for work within the scope of such an estimate which is made more time consuming, onerous or urgent as a result of:
  - circumstances or information which we did not know or could not reasonably have anticipated at the time of the estimate (whether or not you were aware of them/it)

- any urgent work that we are required to carry outside of normal working hours or
  - your, or your agents' act or omission.
- d. The fixed hourly rates of each of our fee earners are reviewed from time to time and we will inform you of any variation in these rates and the date upon which they take effect. In addition, please be aware that our hourly rates are based on levels of experience and as our fee earners become more senior, their hourly rates may increase accordingly - you will be informed if this is the case.
- e. Fees are payable whether a case is successfully concluded, or a transaction completed, unless there is a Contingency Agreement or Conditional Fee Arrangement in place, if the latter applies detailed information will be set out in the Client Care Letter provided to you.
- f. You will be responsible for paying the expenses we incur in the course of providing the Services (including travel and subsistence expenses, search and filing fees, stamp duty, Land or Probate Registry fees, court fees and barristers', foreign lawyers' and other third parties' fees and expenses), also known as disbursements ("**Disbursements**"). We will advise as to the amount and nature of any expenses to be incurred in advance. We will often seek payment for such expenses in advance and may not incur them until you have provided us with funds for that purpose, which may delay the progress of your matter.
- g. Our charge for CHAPs (telegraphic transfers), faster payments and foreign currency transfers covers the bank's charge to us and does also include administrative costs where necessary.
- h. VAT will be charged at the appropriate rate on all fees and expenses.

### **Limited companies**

Where we accept instructions from a limited liability Company, we may require that it is a condition of such acceptance of instruction that the fees thereby incurred are guaranteed personally by the Director or Consultant giving such instruction on behalf of the Company and their instructions and/or continuing instructions will be deemed acceptance of such responsibility. We may on occasion require a director and/or controlling shareholder to sign a form of personal guarantee in respect of our fees and expenses.

### **Payments on account**

We may require you to make a payment to us on account of our fees and expenses at any time and on more than one occasion. It is helpful if you meet such requests with prompt payment to avoid any delay in the progress of your case.

Interim accounts covering the work already carried out will normally be rendered at suitable intervals, usually monthly. In some cases, accounts may be rendered more frequently, for example when a considerable amount of time is spent within a short period. This procedure will enable you to budget for costs as the matter progresses. If we recover money on your behalf, we shall use the sums to pay costs due to us.

### **Estimates and quotations**

For most transactions an estimate of the fee will be given at the outset of the matter, and we will keep you updated at regular intervals if the estimate is likely to increase as the matter develops.

Any cost estimates that we give you are estimates only and do not constitute a contract to carry out the work at that cost.

It can be very difficult to give an accurate estimate of the likely costs that will be involved in a matter at the very outset as the time taken will depend upon several factors including the strategy adopted, the level of input the client needs/requires, and matters outside the practice's control, including the reaction of others.

In instances where it is not possible to estimate costs in advance, it is open to you to set a limit on the costs which may be incurred without further reference to you. If the cost limit restricts the extent of work possible on your matter, we will inform you as to the likely progress to be made within that cost limit and keep you updated.

Where a fixed fee quotation is provided, it will only be based on the information we have at that time. Fixed fee quotations will only be revised should the matter prove to be more difficult or time-consuming than could have reasonably been anticipated at the outset of the matter. In this case you will be notified and provided with a revised fixed fee quotation.

The provision of a written fixed fee quotation for work constitutes an offer to carry out the work at that cost and does not become a contract until you accept the fixed fee quotation or a defined part of it.

Unless stated in writing to the contrary, any quotation or estimate does not include any expenses Disbursements or VAT.

### **Commissions and referrals**

We will only refer, recommend, or introduce you to another business where you have given us informed consent to do so.

If we receive a commission from a third party arising from work we are doing for you, we will inform you of this and credit you with the commission unless you have agreed otherwise.

## **6. Our charges**

If any case or transaction does not proceed to completion for any reason during the period in which we are instructed we shall be entitled to charge for work done on the basis set out above (but, in its absolute discretion, the firm may waive part or all of such entitlement to fees).

If for any reason you decide to transfer your matter or transaction to another firm of solicitors, we will transfer your file of papers on receipt of your written instruction provided that you have paid all fees and Disbursements due to date and, for publicly funded matters, we have a written undertaking from the new firm that our costs will, subsequently, be honored and paid on case completion. If any outstanding bills remain unpaid or your new firm has not given us an undertaking that our costs will be met, we are entitled to exercise a 'lien' to retain your papers until payment is received.

## 7. Payment terms

### a. Frequency of invoices

Unless otherwise agreed in the Client Care Letter, we will be entitled to invoice you in respect of our fees, Disbursements and expenses at appropriate intervals (normally monthly) and on completion of each matter. At the end of our financial year, we shall be entitled to bring up to date our invoicing in respect of all your then unbilled work.

- In a property transaction the invoice will normally be rendered following the exchange of contracts and payment is required prior to completion. Where sufficient funds are payable to the client upon completion, any amounts due to us shall be deducted from such funds unless otherwise agreed.
- In a probate matter it is our usual practice to deliver interim accounts at intervals during the administration. An interim bill will normally be submitted when the Grant has been obtained. If it will take some time to complete the administration, then interim accounts will be rendered periodically. The final account will be presented either before or at the point of the estate accounts being delivered for approval.

Unless otherwise stated, interim invoices are a final account of our fees for all work done during the period to which they relate.

### b. When & how to make payments

You may pay invoices using the following methods:

- We are happy and able to accept most major credit/debit cards for payment of our fees (except AMEX) Where payment covers other, itemised expenditure such as counsel's fees, searches, and other Disbursements then we reserve the right to add 2.75% to these costs to offset the levy charged to our account.
- In cases or transactions continuing for some time, many clients find it convenient to arrange regular payments on account by bank standing order. The firm's Client account bank details can be provided upon request. We will only ever transmit bank details in a secure format and never by unencrypted email. Please use the client reference provided to you on any payment so that our accounts department can direct the funds.
- Alternatively, you can make fast and secure card payments over the phone or through our website, using the same reference as above. If you are reading this letter electronically, you can be taken to this by clicking <https://www.blasermills.co.uk/pay-now>.
- Please note that unless we agree to do so, we do not accept payment of our fees in cash exceeding £300.00 either from our clients direct or deposited with our bank. If you try to avoid this policy by depositing cash directly with our bank, we may charge you for any additional checks.

### c. Non or late payment of fees

- Upon receipt of an invoice from us we require you to make prompt payment. If you fail to settle any invoice in full within 15 days, or if you do not, when requested by us, advance monies on account of fees and Disbursements, we reserve the right to decline to act further in the case (and instruct any third parties engaged by us to suspend the provision of their services);

- The full amount of work done up to that date will be the subject of a final account rendered and payment is due upon delivery of the invoice. Your statutory rights are unaffected by this payment timescale but, if payment is not made within 28 days, then interest will be charged at the statutory interest rate (currently 8% plus the Bank of England Base Rate per annum) from time to time from the date of delivery of an account. Any money that we hold from time to time on your behalf and to which you are entitled (whether held specifically on account of costs or otherwise) will be applied against any bills rendered (whether interim or not) and you will be expected to pay the balance then due. Any debts that have to be chased may also incur statutory debt recovery costs;
- If you are instructing us in a matter where you are acting in the course of business, we 'reserve the right' to charge interest on any invoice which is not paid by the due date at the rate payable from time to time by way of statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998 or any successor legislation, such interest to be payable from the date the invoice fell due for payment until the date of actual payment;
- If you are instructing us in a matter where you are not acting in the course of business, we 'reserve the right' to charge interest at three per cent above the base rate of Barclays Bank plc from time to time, commencing from one month after the date of delivery of our invoice;
- 'We reserve the right' to charge you for any losses incurred on foreign currency Disbursements as a result of changes in the exchange rates between the date of our rendering our invoice and its date of payment.

#### **d. Joint Clients and Third-Party Payments**

Where we are instructed by more than one individual client, you will all be jointly and severally liable for the total payment of our fees.

In some circumstances, you may have a right of recovery or indemnity against a third party in respect of all or part of our invoices, but we are not permitted to issue a VAT invoice to any person other than you in any circumstances, and you remain liable to us to pay our invoices to the extent that they remain unpaid by the time that they fall due.

#### **e. Right to Retain Money, Documents and Property**

We are entitled to keep any of your property which is in our possession, including legal and other documentation, while money is owing to us, this is known as a lien. Upon payment in full, we will return them to you at your request.

#### **8. Costs recovered.**

In some litigation cases, in the event you are successful, you might be entitled to the payment of some of your legal costs by some other party. If this is the case the court will assess costs and in doing so will have regard factors such as reasonableness and proportionality of the costs incurred. If the other party is in receipt of public funding, no costs are likely to be recovered.



## 9. Interest

Any money which you pay us or which we receive on your behalf otherwise than in respect of invoiced fees or Disbursements will be held on client account and, save as may be agreed between us to the contrary, we will NOT automatically account to you for interest thereon. We are not permitted to act solely as a deposit-holding institution for client money. For a copy of our interest policy contact the person dealing with your matter.

## 10. Residual balance

Occasionally, on completion of a transaction or matter, we find ourselves holding small balances of funds for various reasons. Two examples are the rounding up or down of payments or receipts and search fees or other Disbursements eventually being marginally less than had been anticipated. In such instances we will take all reasonable steps as prescribed by our regulators to return any such balances to you. We will firstly take steps to return the money to your bank account (details of which we already hold for you). If after taking these reasonable steps, we are unsuccessful in returning the balance to you, we will donate the sum to charity.

## 11. Conflict of interest

- a. **Definition** - "Conflict of Interest" means a situation where our separate duties to act in the best interests of two or more client's conflict.
- b. **Similar activities** - We may act for parties engaged in activities similar to or competitive with yours.
- c. **Third parties** - Once we have agreed to act for you in relation to a matter, we will not act for a third party in relation to the same matter if there is a Conflict of Interest between that third party's interests and your interests.
- d. **Instructions creating a conflict of interest** - We may decline to act for you where accepting your instructions would create a Conflict of Interest or cause us to break an existing agreement with a third party.
- e. **Consent** - Where our professional rules allow, and subject to satisfying the requirements of those rules (for example by implementing an information barrier), we may act for you and another client where a Conflict of Interest would otherwise exist, provided that we have the informed consent of both parties, evidenced in writing.
- f. **Cessation of services** - If, whether through a change in circumstances or otherwise, we find that we have agreed to provide Services to you in circumstances which give, or could give, rise to a conflict of interest we will discuss with you how to deal with the conflict and may be obliged to stop providing Services to you and/or to all other clients affected by the Conflict of Interest.

## 12. Communication

We regularly use email as a method of communication, and we will do so as appropriate unless you instruct us otherwise.

### **13. Client accounts**

Any money which you pay to us or which we receive on your behalf, otherwise than in respect of invoiced charges and Disbursements, will be held in a client account maintained with Lloyd's bank. We are not responsible for any loss resulting from the failure of any bank. Our client account is in England and Wales and is covered by the Financial Services Compensation Scheme (FSCS). The FSCS only covers a maximum of £85,000 held by you in Lloyds Bank, whether within our client account or otherwise and eligibility conditions apply. For more information visit the FSCS website.

### **14. Financial services and insurance distribution**

We are not authorised by the Financial Conduct Authority and if during the course of your matter you need advice on investments, we may have to refer you to someone who is so authorised. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work, we are doing for you. The scope of our contract with you, however, does not and will not include giving you advice on the merits of entering into particular investments.

We are also included on the register maintained by the Financial Conduct Authority 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. The register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk/firms/financial-services-register](http://www.fca.org.uk/firms/financial-services-register). Further information will be provided to you in advance of such work on our part, including providing you with a statement of demands and needs.

### **15. Storage of your papers**

Following the conclusion of a transaction or case on your behalf we will return to you any original papers that belong to you. All other documents will be retained in accordance with our document retention policy and in line with our legal and regulatory obligations. Any third-party correspondence or paper documents on the file will be scanned and the file will then be stored electronically for a period of seven years. We do not hold paper files in storage and any paper file will be destroyed.

### **16. Anti-money laundering and financial crime procedures**

- a. As a firm of solicitors, we must comply with different legal and regulatory requirements aimed at preventing crime.
- b. We must make extensive enquiries as to the identity of our clients, their business activities and the sources of the funds they use in any matter in which we are involved; and we must operate a money laundering reporting procedure. The law requires us to report to the authorities if we have any suspicion that funds being used in a transaction are made up of or contain any element that has been derived through unlawful activity and this requirement overrides our very strict codes of client confidentiality. Its ambit is very wide indeed and it does not just cover funds that come directly from obvious criminal activity or what people often understand as 'money laundering'. The definition of money laundering includes any criminal activity which has resulted in a client receiving a benefit. The criminal activity does not have to be particularly serious or widespread. It covers, for example,

a one-off instance of under-declaring income HM Revenue & Customs, operating premises without properly required licenses or private arrangements with another party in a property transaction to 'reduce' the price to avoid paying the full and correct amount of Stamp Duty Land Tax. If we do have any suspicions, we are required by law to make a disclosure to the National Crime Agency where we know or suspect that a transaction may involve money laundering, terrorist financing or proliferation financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

- c. To comply with the identification requirements, we carry out electronic identification checks on all individuals, companies and their directors/beneficial owners instructing the firm and any other third party related to the matter, detailed information about the checks will be provided to you at the outset of the matter. Our checks include you providing us with the required documentary identification evidence. For individuals, a passport and copy of a recent utility bill will usually suffice. For companies, we would usually do a company search and require individual identity evidence (as mentioned above) for the directors and shareholders.
- d. We may also need others associated with you, or providing you with funds, to provide us with documents to establish and verify their identity.
- e. We are obliged to carry out this requirement at the very outset before we undertake any substantive work on your behalf. We will confirm what may be required from you at the outset.
- f. If we are not given satisfactory evidence promptly, or if there is non-compliance with our identification procedures, then there will be a delay in our being able to start working for you or we may have to cease acting for you. If we work for you, and are then unable to complete our identification procedures, we may need to terminate our retainer.
- g. Where relevant you will also be asked to provide evidence in respect of source of funds and wealth related to a matter, we also carry out electronic checks to verify the information provided. We will not accept funds from any source unless that source is one which has previously been identified to our satisfaction and from which we have agreed to accept funds. If this is not the case, the funds will be dealt with in accordance with applicable law and regulation. In the event that we are unable to accept funds from the course in question, you will remain responsible for the payment of our fees, disbursements and VAT and the discharge of any other liabilities which the funds were intended to meet. Where funds are deposited directly into our bank account without being requested, these funds cannot be returned to you until we are satisfied in respect of the source of funds and wealth, we reserve the right to charge for any additional checks we consider necessary regarding the source of funds.
- h. We do make a charge for carrying out these checks and the cost of the third-party provider electronic check will also be passed on to you as part of the firm's costs, you will be notified of these costs at the outset.
- i. We will only process any documentation or personal data received from you in respect of client due diligence for the purposes of preventing money laundering and terrorist financing unless (a) use of that data is permitted by or under any enactment or (b) you give your express consent for the documentation or personal data to be used for other forms of processing.

## **17. Disclosures to HMRC**

In certain circumstances, legislation may require us to disclose details of transactions to HM Revenue and Customs where these may result in a tax advantage. If we consider that such a requirement arises, we will inform you, and you agree to provide us with such information and assistance as may be necessary to enable us to meet our obligations in this regard, within the timeframe imposed by law. While we will aim to secure your consent to such disclosure, we may be required to make disclosure

whether you consent or not. In such an event, neither Blaser Mills LLP or any partner, member, employee or consultant of the firm will be responsible for any loss (including additional tax, interest or penalties) which may arise by reason of our having done so.

## **18. Confidentiality**

### **a. Our duty of confidentiality**

We will treat any information related to your affairs strictly confidential, save as to when disclosure is required or permitted by law, or you consent to any such disclosure.

We shall be under no duty to disclose to you (or take into account in the course of providing the Services) any information acquired by us in acting for any other client or any information in respect of which we owe a duty of confidentiality to a third party.

### **b. Your duty of confidentiality**

Our advice and other communications with you are confidential and may not, without our consent, be disclosed by you to any third party (other than to your employees and agents who require access and who do not disclose it further) or otherwise made public except as required by law or other authority to which you are subject.

If, as a result of our acting for you, you acquire any information in respect of which we notify you that we owe a duty of confidentiality to a third party, you will keep it confidential and not use it without our consent.

## **19. Custody, retention and transfer of documents**

We will, at your request, either during the provision or after completion of any Services, release your file to you minus any documents of ours (such as documents which we create or receive for our benefit (including copies of our letters to you, your letters to us, notes of telephone conversations and meetings with you for which we have not charged you, and our preliminary drafts, research materials and internal notes); which we have chosen to retain, provided that we are not at the time exercising our right to retain documents pending payment of outstanding fees and expenses or are prevented by any court order, undertaking or other legal constraint from doing so. We may copy all of your file before releasing it, including making electronic copies.

We may agree to store wills and other especially valuable documents in safe custody for you if you require them and, if we do, we will not, without your consent, destroy any such documents. We charge a fee for storage and this fee will be made clear to you before it is incurred. We do not store any new deeds.

We do not accept responsibility for the loss or damage of any item which we hold on your behalf unless we expressly agree in writing to the contrary.

We will keep our file of your papers, including emails and any hard copies thereof, in accordance with our data retention policy, except those that you ask to be returned to you. Our data retention policy is available to view upon request. 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. However, we may charge you both for time spent producing stored papers that are requested

as well as reading correspondence or other work necessary to comply with your instructions in relation to the retrieved papers. Where, you request a copy of your file of papers, we will make a reasonable charge for retrieving and copying the file to send to you.

## **20. Intellectual property rights**

### **Copyright**

We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing the Services (including know-how and working materials as well as final documents). We now grant you a non-exclusive, non-transferable, non-sublicensable license to use such documents or other works solely for the matter to which the Services of developing or generating them relate and not otherwise. If you do not pay us in full for our Services in relation to that matter we may, on giving you notice, revoke that license and only re-grant it to you once full payment has been made.

### **Opinions from Barristers and other Third Parties**

We may retain, for our subsequent use, a copy of the advice or opinion of any barrister or other third party given in written form (or any note of any advice or opinion) obtained in the course of providing the Services. Any barrister or other third party will be instructed on the basis that any such advice or opinion will be so retained.

If we retain a copy of any advice or opinion in this manner, we will take all reasonable steps to conceal information (such as names, addresses or descriptions) which might reasonably enable you to be identified.

## **21. Joint instructions**

Where we agree to work on a matter for more than one client jointly, the rights and obligations of the joint clients to us in relation to the Services will be several (save for obligations to pay money to us, which will be joint and several, as detailed above).

Each joint client irrevocably permits us to disclose to any other of the joint clients at any time any information which we would otherwise be prohibited from so disclosing by virtue of our duty of confidentiality. If any joint client ends this permission during the provision of the relevant Services, or if a conflict of interest otherwise arises between joint clients, we may suspend or terminate the provision of Services related to that matter to one or more of the joint clients.

If a joint client asks us to transfer documents from our file to them, we will retain our file and will supply copies of the file to each joint client, making the original documents available at one of our offices for inspection by each joint client on reasonable prior written notice. This does not apply to original documents which were delivered to us by one of the joint clients, we will deliver these documents to the joint client who delivered them to us.

## **22. Liability**

Our maximum liability to you (unless we expressly state a different figure in writing agreed otherwise in writing) will not exceed £10 million in the event that you are successful in bringing a claim against us (other than one for death or personal injury or fraud, where our liability is unlimited). For the purposes of determining our maximum liability all claims arising from the same act or omission or from a series of related acts or omissions or from the same act or omission in a series of related matters or transactions will be regarded as one claim. We shall not be liable to you for any loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill, or any indirect or consequential loss.

We shall not be liable to you for loss, damage, costs or expenses of any nature incurred or suffered by you arising from compliance with any statutory obligations imposed upon us.

References to liability in these Terms of Business include every kind of liability arising under or in connection with the contract between us including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

We will use reasonable skill and care in the provision of the Services. Where we make an assessment for you, either expressly or by implication, of the likely level of risk associated with different potential courses of action, you accept that such assessment is made relying only upon the information and documents then available to us and cannot, therefore, be definitive.

Accordingly, such an assessment should only be used as one element in the making of any practical or commercial decision. You accept that the magnitude or acceptability of a risk is a matter for you.

Services are provided by our staff for and on behalf of our law firm. Our staff do not assume any personal responsibility to our clients in relation to work carried out under these terms and any personal liability of any member of staff is therefore excluded. Any claims against our firm should be brought against Blaser Mills LLP. You agree not to bring any claim (including in negligence) against any “employee, representative, agent, consultant or any other member of our staff”, whether or not that individual was described as a “partner, member or director” in their personal capacity in connection with any loss or damage suffered in connection with our services. If you do bring a claim against any of our staff, they can rely on our agreement, including its limitations of liability.

Where you have other advisers acting for you on a matter as well as us, our liability to you in respect of breach of contract, or breach of duty or for negligence or howsoever otherwise arising shall be limited to that proportion of the loss or damage suffered by you which is fairly attributable to us having regard to the contribution to such loss or damage by any other person (including your own contributory negligence). Where you have agreed a limitation of liability with any of your other advisers, you agree that our liability to you shall not in any way be increased as a result of such limitation.

Nothing in this agreement exempts us from liability arising from our fraud or reckless disregard of our professional obligations; or from our negligence resulting in death or personal injury; or where, in the case of a contentious business agreement, law or regulation prohibits the exclusion of such liability.

#### **a. Drafts**

Where we provide draft or provisional advice or other materials, that advice or those materials are not to be relied upon as constituting our final view.

#### **b. Current law & jurisdiction**

The Services are provided in accordance with professional practice requirements and the proper interpretation of the law, as each exists on the date on which the relevant Service is provided. If there is any change in such requirements or the law, or their interpretation, after the relevant matter has been concluded (or before that time but which could not reasonably be known by us at that time), we have no responsibility to notify you of, or of the consequences of, the change.

Our advice is given under English law. We do not give advice as to the legal position under any other jurisdiction.

These terms are governed by English law, claims can only be brought against us in the English Courts. If you live in Scotland, you can only bring claims in either the Scottish or the English courts. If you live in Northern Ireland, you can only bring claims in either the Northern Irish or the English courts. No claims can be brought against us outside the English, Scottish or Northern Irish Courts.

**c. Communication – (email only unless specify otherwise)**

We shall communicate with you at email addresses and the telephone numbers which you publish unless you ask us to use other addresses and numbers. You will notify us if you regard any communications from us as particularly confidential and the means by which you require us to make such communications and we shall have no liability to you arising out of your failure so to notify us.

Subject to any notification you may make to us under the previous paragraph, we shall not be required to encrypt, password-protect, or digitally sign any email, or attachment, sent by us. We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of e-mails, including any attachments. We shall not be responsible for the effect on any hardware or software (or any loss or damage arising from any such effect) of any e-mails or attachment which may be transmitted by us (save to the extent caused by our negligence or willful default).

We cannot guarantee that our e-mails are virus and malware free, although we try to ensure that they are. You should ensure that all your incoming messages are scanned for viruses and malware, and it is your responsibility to ensure that your Anti-virus software is up to date, and we will not accept any liability for any damage/loss caused to your data/devices as a result of any malware from any attachments or files purportedly sent from this firm.

Use of e-mail carries certain risks. Confidentiality may be breached, and messages may be lost or delayed. We do not normally encrypt, or password protect e-mail attachments. We shall not have any liability to you or to any third party as a result of e-mailing you or any third party in relation to your matters.

We may not allow certain types of e-mails and attachments into our system, for example if they do not meet our security criteria.

We reserve the right to monitor all correspondence, including e-mail correspondence and telephone calls, to the extent permitted by law.

We can use a “cloud” based document sharing facilities through SharePoint. You acknowledge that we have no control over documents placed in such services and shall not be liable to you in the event of any loss of documents or breach of confidentiality arising as a result of our using such facilities or in any transmission of documents to or from such facilities at your request or from any transmission of documents to or from such facilities.

**d. Deadlines**

We will try to meet any deadline we agree with you for the performance of any Services but, unless we agree otherwise in writing in relation to any time, date or period for delivery or performance by us, time shall not be of the essence.

## 23. Termination

### a. Completion of services

An agreement between you and us for the provision of defined Services ends on the completion of the provision of those Services. An open-ended agreement for the provision of Services ends three (3) months after the last date on which we provided Services to you. Unless new or different terms are agreed, our acceptance of instructions to perform Services for you subsequent to the ending of any agreement gives rise, from the time of acceptance of the instructions, to a new agreement on these terms. If we provide you free of charge with any seminar, information, or other document after the end of an agreement, such provision does not give rise to a new agreement.

### b. Early termination

You may terminate the provision of all or any of the relevant Services at any time by giving written notice to us.

We may also decide at any time to terminate the provision of all or part of the relevant Services by giving written notice to you. We will not do this without good reason.

### c. Rights on early termination

On early termination, by either you or us, you will remain liable to pay all fees and expenses incurred before termination and due under our contract or due on the basis of the time spent at our usual hourly rates, whichever is the less, together with any further fees and expenses for work necessary to transfer our files to another adviser of your choice.

## 24. Cybercrime alert – bank details

Please note that our bank details are extremely unlikely to change during your transaction. You should not use **ANY** bank details other than the ones provided by us upon request at the outset of your instruction with the firm. If you receive any communication which appears to be from the firm purporting to change our account details, or to request a payment that you do not recognise, you must inform us straight away by calling 0203 814 2020 and asking to speak to our accounts team before transferring money. You should not accept bank details from an unencrypted email from us, and always verify our bank details with us verbally, before making the payment.

We advise our clients not to send confidential emails or make payments using public or unsecured WIFI and to remain vigilant to the risk of online fraud. The firm cannot be held responsible for any losses incurred as a result of payments made otherwise than in accordance with these terms.

## 25. Future instructions



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

**26. Absence of instructions**

If at any point we find ourselves without your instructions and are placed in a position whereby a decision needs to be taken on your behalf in relation to the case or transaction in which we are instructed then, in very exceptional circumstances, we reserve the right to take such a decision on your behalf in relation to that matter which will be taken with the client's best interests as a paramount consideration. You agree to extend to us the authority to act on your behalf in such circumstances and acknowledge that we cannot be held liable for any loss or damage sustained as a result of your failure or inability to provide instructions.

**27. Equality and diversity**

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. We have a written equality and diversity policy which is intended to encourage equality of opportunity and respect for diversity among all members of staff. It is applicable also to our dealings with clients, contacts, professional advisers, suppliers and all others with whom we conduct business. A copy of our equality and diversity policy is available on request.

We also request that you treat all our employees with respect during all clients communication, correspondence and meetings. Any abuse or harassment will not be tolerated towards our employees.

**28. Client satisfaction and complaints**

Blaser Mills LLP is committed to high quality legal advice and client care, and we hope your business with Blaser Mills LLP will be concluded to your complete satisfaction. If you are unhappy about any aspect of the service you have received, or about the bill, and you have been unable to resolve this with the person conducting your matter, please contact the Risk and Compliance Solicitor, Lucy Kempson by: Telephone on 01494 478618, Fax: 01494 441815, [Email: lucy.kempson@blasermills.co.uk](mailto:lucy.kempson@blasermills.co.uk) or by post at: 40 Oxford Road, High Wycombe, Buckinghamshire, HP11 2EE. Our complaints procedure can be found on our website [Complaints - Blaser Mills Law](#)

If you are not satisfied with our handling of your complaint you have a right to complain to the Legal Ombudsman by telephone on 0300 555 0333, by email at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) or by post at Legal Ombudsman. PO Box 6167, Slough, SL1 0EH.

Before it will consider a complaint, the Legal Ombudsman generally requires that the firm's internal Complaints Procedure has been exhausted. If the Legal Ombudsman is satisfied that the firm's proposals for resolving a complaint are reasonable, it may decline to investigate further. You will have to bring your complaint to the Legal Ombudsman within 6 months of receiving a final response from us about your complaint. The Legal Ombudsman expects complaints to be made to them within a year of the date of the act or omission about which you are concerned or within a year of you realising there was a concern.

If you would like more information about the Legal Ombudsman, please contact them.

The Bill. It is possible that there may also be a right to object to the bill by making a complaint to the Legal Ombudsman and/or by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974. The reverse of the bill will give you more details about this. You may also have the right to object to your bill by applying to the Court for an assessment of the bill under Part III of the Solicitors' Act 1974. Please be aware that the Legal Ombudsman may not consider a complaint about a bill if you have applied to court for an assessment of it.

In the case of contentious work, you have the right to have any invoice assessed independently in accordance with the provisions set out in the Solicitors Act 1974.

Nothing in these Terms of Business shall prevent you at any time from referring any matter to the SRA who are for the time being charged with the regulation of solicitors.

You can find our detailed complaints procedure on our website [Complaints - Blaser Mills Law](#)

## **29. Quality standards**

Due to our own internal quality standards, we are subject to periodic checks by outside assessors. This could mean that your file may be selected for checking/ auditing. We have a legitimate interest in acting in this way and take every possible precaution to protect your personal information. All inspections are conducted in confidence and all external businesses and organisations working with us are required to maintain confidentiality in relation to any files and papers that are audited/ checked by them. Your files(s) may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business or the acquisition of a new business. Again, we have a legitimate interest in acting in this way and take every possible precaution to protect your personal information. Please contact us if you would like us to explain this further.

## **30. Disclaimers**

### **a. Tax**

The work we carry out for you may have tax implications but, unless we have specifically agreed, as part of our engagement, to provide you with tax advice, we are not to be regarded as providing tax advice. Accordingly, you should take advice from an accountant or other professional specialising in tax matters. We can obtain such advice for you, if you instruct us to do so. However, in respect of property purchases we will, if so instructed, act as your agent as regards submission of a Stamp Duty Land Tax Return.

### **b. Property transactions**

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".

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 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.

### **c. Conveyancing quality scheme**

As part of our continuing commitment to providing a high quality of service to all our clients, Blaser Mills LLP maintains accreditation with CQS. This means that there are professional obligations which apply to any residential property transaction. We are obliged to meet certain standards to ensure (i) we meet our duties to our client and to their lender where we act for them both (ii) we take action to prevent fraud in the conveyancing process (iii) we deal with your buyer/seller in a fair and honest manner (which includes not withholding relevant information) and (iv) we respond to the other side promptly or in accordance with agreed timeframes. All obligations under the Protocol are subject to overriding client confidentiality obligations and our obligation to act in your best interest.

The audit procedure laid down by this scheme may require examination of clients' confidential files from time to time under strictly controlled circumstances and only to duly appointed and qualified individuals.

By accepting our terms and conditions, you agree that we will act in accordance with the terms and spirit of the Law Society Conveyancing Protocol. (This includes consent to disclosure of your confidential file if need be – consent which may be withdrawn by you in writing at any time.)

### **d. Acting for your lender in conveyancing transactions**

Sometimes we also act for your lender in the transaction. This means that we have a duty to make full disclosure to the mortgagee of all relevant facts relating to you, your purchase and mortgage including any cash back payments or discount schemes that a seller is giving to you. This will include disclosure of any discrepancies between the mortgage application and information provided to us during the transaction, changes to the purchase price and any cashback payments or discount schemes which a seller is providing to you. If a conflict of interest arises, we must cease to act for your lender in this matter and in some instances, we must cease to act for you as well.

## **31. Data protection**

Blaser Mills LLP uses 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
- Legal and regulatory compliance

Our use of that information is subject to your instructions, the EU General Data Protection Regulations 2018 and our duty of confidentiality. We refer you to our Privacy Notice which gives information on how we handle personal data, what we do with it and who we share it with. Our Privacy Notice can be found

on our website [Privacy Notice - Blaser Mills Law](#), or if you would like a hard copy, please let us know and we will send it to you.

### **32. Regulations affecting your cancellation rights**

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

If you are an individual and you are instructing us for purposes which are wholly, or mainly, outside your trade, business, craft or profession, you will be considered a 'consumer' by law and will have certain statutory rights under consumer legislation. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have a statutory right to cancel your instructions to us within 14 days (without giving a reason), if your instructions to us are as a result of a situation where we do not actually meet (i.e. through email and/or telephone contact) or an off-premises contract (i.e. at a meeting between us not held at our offices).

The cancellation period will expire 14 calendar days from the day of the conclusion of the contract. To exercise your right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g., a letter sent by post or e-mail) using the contact details in our Client Care Letter before the cancellation period has expired.

Where you have asked/agreed for us to commence work within the fourteen (14) calendar day cancellation period and you later exercise your right to cancel, you will be liable for any costs, VAT and Disbursements incurred up to the point of cancellation. If you exercise your right to cancel, subject to any costs you are liable for as set out above, we will reimburse any payment received on account from you without undue delay and within fourteen (14) days after the day in which you informed us of your decision to cancel.

### **33. Agreement to these terms**

By continuing to give instructions to the firm after receipt of the Client Care Letter together with these Terms of Business you will be deemed to have accepted that these terms will apply to the retainer.

### **34. Legal notices**

Blaser Mills Law is the trading name of Blaser Mills LLP.

Blaser Mills LLP is a limited liability partnership registered in England and Wales with registration number OC397220 with its registered office at: 40 Oxford Road High Wycombe Buckinghamshire HP11 2EE.

A list of the members of Blaser Mills LLP is open for inspection at its registered office. 'Blaser Mills', 'Blaser Mills Solicitors' and 'LPA Solicitor' are trading names of Blaser Mills LLP.

With effect from 1 April 2015 the business, assets and liabilities of the Blaser Mills partnership were transferred to Blaser Mills LLP whereupon the partnership ceased to trade.

Prior to 1 April 2015 'Blaser Mills' was a firm of solicitors trading as a general partnership constituted under the laws of England & Wales.

References to 'partner' or 'partners' of Blaser Mills LLP are references to a member or members of Blaser Mills LLP and no such reference indicates that they carry on business in partnership under the Partnership Act 1890.

Blaser Mills LLP is authorised and regulated by the Solicitors' Regulation Authority of England and Wales (with SRA Number 620391) and whose professional code of conduct can be accessed at <http://www.sra.org.uk/solicitors/handbook/code/content.page>