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**PCM SOLICITORS LLP  
TERMS OF BUSINESS v6**

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## 1. **OUR CONTRACT**

These Terms of Business issued by PCM Solicitors LLP ("the Firm"), as supplemented and/or amended by any relevant engagement letter apply to each matter we work on for you.

PCM Solicitors LLP is a limited liability partnership registered in England and Wales under registered number OC346533. Its registered address is 6-7 Queen Street, London, EC4N 1SP.

We are authorised and regulated by The Solicitors Regulation Authority (SRA) whose rules can be found on their website at [www.sra.org.uk/handbook](http://www.sra.org.uk/handbook). Our VAT Number is 976 1036 11

## 2. **OUR AUTHORITY**

### 2.1 **Our Authority**

2.1.1 You give us full authority to act for you to the fullest extent necessary or desirable to provide the services. In particular, we may engage barristers and other third parties and otherwise incur on your behalf reasonable expenses of a type which it is necessary or desirable to incur in relation to the services in question.

2.1.2 If we so require, you will contract directly with any third party so engaged by us and assume direct responsibility to them for the payment of their fees and expenses.

## 3. **YOUR RESPONSIBILITIES**

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

3.1 provide us with timely instructions, information and materials necessary or desirable for us to perform the services for you;

3.2 notify us promptly of any changes or additions to instructions, information and materials previously provided by you or on your behalf; and

3.3 ensure that all information provided to us is complete in all material respects and not misleading.

## 4. **CLIENT CARE CODE**

We summarise our complaints handling procedure in the engagement letter. Thankfully, this has rarely been of interest to our clients, but we take this opportunity to ensure that you are aware if it.

### 4.1 **Code**

We want you to be happy with every aspect of our Service. We therefore operate a Client Care Code, the principles of which are as set out below:-

4.1.1 We are committed wholeheartedly to the professional standards laid down by the Solicitors Regulation Authority.

4.1.2 You will be told clearly at the outset the issues and how we advise they be dealt with, and the immediate steps we will take on your behalf.

4.1.3 You will be informed of the progress of your matter and the reason for any serious delay.

4.1.4 If you do not understand anything, please always ask. We will explain any important document; if you still are unclear as to the position, please say so. We want you to be fully informed and happy; you pay to leave the problem with us to solve.

4.1.5 Never be afraid to ask for an appointment to discuss your case. Since time is money, do not be afraid to bring a written list of questions and note the answers. This can also be helpful when telephoning so you do not forget any point.

4.1.6 There may be certain preparatory tasks that you ought to consider carrying out yourself to save costs. An example is putting the papers in order and flagging material items. This is helpful to us, and lowers your bill by saving the time we would otherwise spend.

4.1.7 At the end you will be sent a bill and a letter confirming the matter has been completed and, where necessary, summarising any continuing consequences.

4.1.8 If in doubt, ask. If you are still unclear or disagree, you can ask for us to confirm it by letter and you can then write with your comments.

4.1.9 The Firm's policy is to only accept up to £100 in cash payments from clients. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds. Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

## 5. **HOURS OF BUSINESS**

The normal hours of opening at our offices are between 9am and 5pm Monday to Friday. Our call answering service is available 24 hours per day, seven days per week, 365 days per year. You can leave a message during periods of closure.

## 6. **FEES AND EXPENSES**

### 6.1 **General**

- 6.1.1 Unless otherwise agreed in the engagement letter, our fees will be calculated principally by reference to the time spent by us in providing the services at the fixed hourly rates applicable to the relevant staff.
- 6.1.2 The fixed hourly rates of each of our staff are reviewed from time to time. If it is necessary to agree an hourly rate, we will agree this with you before it takes effect.
- 6.1.3 We will keep you updated on the amount of our charges and any expenses or disbursement incurred and we will normally invoice you for work done to date on a regular basis but not less than every three months.
- 6.1.4 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, court fees and barristers', foreign lawyers' and other third parties' fees and expenses). We have no obligation to pay for such expenses unless you have provided us with the funds for that purpose.
- 6.1.5 VAT will be charged at the appropriate rate on all fees and expenses.

### 6.2 **Quotations and Estimates**

- 6.2.1 The provision of figures (orally or in writing) from time to time for the likely cost of a piece of work is an estimate only and does not constitute a contract to carry out the work at that cost.
- 6.2.2 The provision of a written quotation for work constitutes an offer to carry out the work at that cost and does not become a contract until you accept the quotation or a defined part of it.
- 6.2.3 Unless stated in writing to the contrary, any quotation or estimate does not include any expenses or VAT.
- 6.2.4 Where we carry out work which falls outside the scope of an accepted quotation (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 a quotation or 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 quotation or estimate (whether or not you were aware of them/it); or  
  
your, or your agents', act or omission.

## 7. **OUR INVOICES**

### 7.1 **Frequency of Invoices**

- 7.1.1 Unless otherwise agreed in the engagement letter, we will be entitled to invoice you in respect of our fees and expenses quarterly and on completion of each matter, unless stipulated otherwise in your engagement letter. 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.
- 7.1.2 Unless otherwise stated, monthly or other interim invoices are a final account of our fees for all work done during the period to which they relate. You agree that we may bring proceedings on interim invoices which are not final bills where we have provided services and the amount of the invoice does not exceed the cost of the services provided at the applicable fixed hourly rates. Accounts will usually be rendered at completion of the transaction. As already referred to in the engagement letter, we request the initial £500 on account to cover searches and any additional disbursements incurred throughout the transaction. At the time our invoice is rendered to you, credit will be given for any payment originally made on account.

### 7.2 **Third Party Payments**

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 notwithstanding such a right.

### 7.3 **Right to Retain Money, Documents and Property**

As a contractual right, in addition to any right to retain money, documents and property available to us under the general law (lien), we have the right to retain your money, documents and property (whether

held in relation to the services for which payment has not been made or any other services) until you have paid us in full.

## 8. **INTEREST POLICY**

If we hold money on your behalf, in accordance with the SRA Accounts Rules 2011, it is our policy that we will pay you a sum of money in lieu of interest on a fair and reasonable basis. This means that we will pay a sum by way of interest that represents a fair market rate according to market conditions prevailing from time to time. The rate of interest paid will vary.

Client monies will normally be held by us in a general client account with our primary banker Barclays Bank Plc.

The current rate of interest paid by us is displayed at our principal place of business and is available on request. This rate may appear lower than that available on some bank accounts, but this is due to the fact that client monies frequently have to be held in instant access accounts to facilitate transactions. Where appropriate, we will discuss with you how funds are to be held in order to enhance the interest payable. However, the firm will not pay interest on client monies unless the sum exceeds £10.

Please tell us if you do not want to receive interest on any monies held by us on your behalf or if you wish us to deal with interest on your funds in a different way.

## 9. **CONFLICT OF INTEREST**

### 9.1 **Definition**

“Conflict of Interest” means any situation where:-

- 9.1.1 we owe (or, if we accepted your instructions, would owe) separate duties to act in the best interests of two or more clients in relation to the same or a related matter and those duties conflict, or there is a significant risk that those duties may conflict; or
- 9.1.2 our duty to act in your best interests in relation to a matter conflicts, or there is a significant risk that it may conflict, with our own interests in relation to that or a related matter; or
- 9.1.3 we have confidential information in relation to a client or former client, and you wish to instruct us on a matter where:-

that information might reasonably be expected to be material; and

you have an interest adverse to our other client or former client, and for the purposes of this paragraph “you” does not include associated entities.

### 9.2 **Similar Activities**

We may act for parties engaged in activities similar to or competitive with yours.

### 9.3 **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.

### 9.4 **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.

### 9.5 **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 consent of both parties. We do not require your consent to act against an associated entity.

### 9.6 **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.

## 10. **INFORMATION AND CONFIDENTIALITY**

### 10.1 **Information About You**

- 10.1.1 As explained in our Privacy Policy and Privacy Notice (sent to you separately) we may use the information which you provide, or which we obtain through our dealings with you, for the provision

- of services and may give it on a confidential basis to our Partners, employees and agents. We may use it to administer your account with us, including tracing and collecting any debts.
- 10.1.2 We may also use it to ensure the safety and security of our premises (where we may also use CCTV); for fraud prevention purposes (including verification checks for our money laundering obligations); to assess client satisfaction (such as by asking you to participate in surveys); and to help improve our services generally.
- 10.1.3 We may also use it to contact you by letter, telephone, e-mail or otherwise about our services and about events such as seminars and conferences and to send you briefings and similar material. By signing and returning a copy of any engagement letter you are agreeing that we may use your contact details and information in this way.
- 10.1.4 Sometimes we ask other companies or people to do typing/photocopying/other administration duties on our files to ensure this is done promptly. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.
- 10.2 Our Duty of Confidentiality**
- 10.2.1 We will treat any information which is confidential to you and which we obtain as a result of acting for you as strictly confidential, save:-
- 10.2.1.1 for the purpose of acting for you; or
- 10.2.1.2 for disclosures to our auditors or other advisers or for the purposes of our professional
- 10.2.1.3 indemnity insurance; or
- 10.2.1.4 as otherwise required by law or other regulatory authority to which we are subject.
- 10.2.2 We may refer publicly to your name as a client of ours, provided we do not disclose any information which is confidential to you.
- 10.2.3 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.
- 10.3 Your Duty of Confidentiality**
- 10.3.1 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 regulatory authority to which you are subject.
- 10.3.2 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.

## **11. STORAGE OF PAPERS AND DOCUMENTS**

Once we have completed your case, your file will be kept in storage. We will keep our file of papers for no more than six years. We will keep your file on the understanding that we have your authority to destroy it six years after the date of the final bill we send to you on this matter. We will not destroy documents you ask us to deposit in safe custody. Should you wish us to refer to or retrieve your file a nominal charge of £25 plus VAT will be made to cover the cost incurred.

## **12. INTELLECTUAL PROPERTY RIGHTS**

### **12.1 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 licence 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 licence and only re-grant it to you once full payment has been made.

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

- 12.2.1 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.
- 12.2.2 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.

### 13. **JOINT INSTRUCTIONS**

- 13.1 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).
- 13.2 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.
- 13.3 If any joint client asks us to transfer documents we will deliver your documents to, or to the order of, the joint client who delivered them to us. We will retain any documents held for you and will supply copies to each joint client, making the originals available at one of our offices for inspection by any joint client on reasonable prior written notice.

### 14. **LIABILITY**

#### 14.1 **Duty of Care**

- 14.1.1 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.
- 14.1.2 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.
- 14.1.3 The aggregate liability of the Firm (or of any service company owned or controlled by or on behalf of any of the Partners) whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance), for loss or damage arising from or in connection with the services provided shall, in relation to each matter, be limited to the sum, unless otherwise agreed, of Three Million Pounds (£3, 000,000)

#### 14.2 **Third Parties**

- 14.2.1 The services 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.
- 14.2.2 The Firm alone will provide the services and you agree that you will not bring any claim whether in contract, tort, under statute or otherwise against any Partner, or any consultant to, or employee or agent of the Firm or any service company owned or controlled by or on behalf of any of the Partners and those Partners, consultants, employees and agents shall be entitled to rely on the terms of this agreement insofar as they limit their liability.

#### 14.3 **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.

#### 14.4 **Current Law**

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.

#### 14.5 **Communication**

- 14.5.1 We shall communicate with you at the postal and email addresses and the telephone and fax 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.
- 14.5.2 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 wilful default).

14.6 **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.

15. **PROPORTIONATE LIABILITY**

If you accept or have accepted any express exclusion and/or limitation of liability from any of your other professional advisers, our total liability to you arising out of the services will not exceed the net aggregate of the amount for which we would otherwise have been liable after deducting any amount which we would have been entitled to recover from such adviser as a matter of law whether pursuant to statute or otherwise, but are prevented from doing so as a result of any such exclusion and/or limitation of liability.

16. **EXCLUSION**

We shall not be liable for:-

- 16.1 any loss, damage, cost or expense arising from any breach by you of your agreement with us or any act or omission of any other person; or
- 16.2 any advice or document subject to the laws of a jurisdiction outside England and Wales; or
- 16.3 any advice or opinion given to you by any third party (whether or not nominated or recommended by us).

17. **LOSS OF PROFIT**

We shall not be liable for any indirect loss or damage or any loss of profit, income, production or accruals arising in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance).

18. **EXCEPTIONS**

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.

19. **GENERAL**

19.1 **Money Laundering Regulations**

The engagement letter explains the identity formalities.

- 19.1.1 We may be required to make a report to the relevant authorities if at any time we become aware of or suspect (whether from you or any other person) the existence of the proceeds of crime in relation to any services on which we are engaged. Our obligation to make such a report will, in certain circumstances, override our duty of solicitor/client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such a report.

We may terminate the provision of any services to you, or be instructed to do so by the relevant authorities, if you fail to comply with your obligation to provide evidence of identity or we suspect that you or any other party connected with you or with the matter is involved in activities proscribed by POCA.

19.2 **Severability**

Each of these terms shall be severable and distinct from the others and if any term is held to be illegal, invalid or unenforceable, in whole or in part, the remaining terms shall not be affected.

19.3 **Equal Treatment / Equality and Diversity**

Consistent with our internal policies and procedures, we will not discriminate in the way we provide our services on the grounds of age, disability, gender re-assignment, marriage and civil partnerships, pregnancy and maternity, race (including colour, nationality, citizenship, ethnic or national origins), religion or belief, sex, sexual orientation.

19.4 **Insurance Distribution Activities**

As we have said, we are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we 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](http://www.fca.org.uk).

20. **LAW AND JURISDICTION**

The terms on which we provide services to you are governed by, and shall be construed in accordance with, English law. You and we each agree to submit to the exclusive jurisdiction of the English courts, provided that we may in our sole and unfettered discretion commence proceedings against you in any other Court.

21. **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, in which case we would need your consent for 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. Since very few of our clients do object to this we propose to assume that we do have your consent unless you notify us to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which we conduct on your behalf. Please contact us if we can explain this further or to advise us if you do not want your file to be reviewed.

22. **DISCLAIMERS**

22.1 **Tax**

We are not qualified to advise you on the tax implications of transactions you instruct us to carry out, or the likelihood of them arising.

22.2 **Planning in 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".

22.3 **Other property disclaimers / Environmental**

Please refer to our engagement letter.

23. **DATA PROTECTION**

We will be asking for your consent to use the data you provide primarily for the provision of legal services to you and for related purposes including updating and enhancing client records, sharing your data with others to enable us to perform the legal services to you, analysis to help us manage our practice, statutory returns, legal and regulatory compliance. Please see our [Privacy Policy](#) and the Privacy Notice in our client care documentation.

24. **PROVISIONS RELATING TO CONVEYANCING MATTERS**

24.1 It is your responsibility to make the necessary financial arrangements and make certain that there will be sufficient cleared funds to complete the property transaction and pay all fees costs and disbursements.

24.2 If you are obtaining a mortgage read the offer carefully to make sure that you comply with all conditions and that you fully understand the net amount that will be advanced to you. If you are uncertain as to any aspects of the offer please ask us to advise.

24.3 Our estimate of fees includes all the disbursements that you are likely to incur such as Land Registry fees, Stamp Duty Land Tax, and searches but you will be responsible for any additional disbursements incurred during the transaction.

24.4 All monies to complete your purchase must be by way of cleared funds in our client account on the day prior to completion. We cannot complete without cleared funds. Personal cheques are not accepted.

24.5 We believe it is in the best interests of our clients to work with the solicitors of other parties and estate agents to try and ensure that matters proceed smoothly to exchange of contracts. It is therefore our policy to disclose to agents and other parties' solicitors the position of our clients in terms of their ability to proceed with the transaction and what work or other issues are outstanding and need to be resolved prior to an exchange of contracts. So unless you instruct us to the contrary, we shall assume you are happy for us to share such information with agents and other solicitors.

24.6 PCM Solicitors LLP are authorised by you to exchange contracts by whatever means they deem desirable.

24.7 It is imperative that you return all forms documents and correspondence requested of you as a matter of urgency so as to ensure that there is no delay in the transaction. If you are buying you will be sent a Stamp Duty Land Tax form to sign and return. It is important that you check carefully that it has been correctly completed then promptly return it to us signed. Failure to submit a correctly completed form to HM



Revenue and Customs within 30 days of legal completion may result in the imposition of financial penalties against you by HM Revenue and Customs.

- 24.8 On exchange of contracts you must make sure you have put in force the buildings insurance and any life policy. If you do not then the consequences could be disastrous. Cover under these policies must begin on exchange of contracts and not on completion.
- 24.9 Whilst every effort will be made to ensure that the transaction proceeds as quickly as possible we cannot guarantee the completion date so you are advised not to make any binding arrangements or commitments until you have confirmation from us that contracts are exchanged.
- 24.10 On sales you authorise us to discharge all mortgages secured against your property in accordance with our undertaking to your lender(s). Whilst we will obtain redemption statement(s) prior to completion and draw these to your attention you will remain liable for all monies due under the mortgage including arrears which may have accrued and redemption penalties not known to us at the time of completion and indemnify us in respect of the same.

25. **INSURANCE**

Solicitors' practices are required to hold Professional Indemnity Insurance. This firm's Professional Indemnity Insurer is QBE Insurance (Europe) Limited of Plantation Place, 30 Fenchurch Street, London, EC3M 3BD. Our policy number is PISRQM014105. Our liability whether in contract, tort, or otherwise to you in respect of the matter or transaction covered by the Letter of Engagement is limited to £3,000,000 (three million pounds), unless we agree in writing to vary this amount. The territorial coverage of this firm's professional indemnity insurance is worldwide.

26. **FINANCIAL SERVICES COMPENSATION SCHEME**

In the event of a banking failure it is unlikely that the firm would be held liable for any losses of client account money. If a corporate body client is not considered a small company by FSCS, then they will not be eligible for compensation.

We currently hold our client account funds in Barclays Bank Plc. The £85,000 Financial Services Compensation Scheme (FSCS) limit will apply to each individual client so if you hold other personal monies yourself in the same bank as our client account, the limit remains £85,000 in total, so it may be advisable to check with your own bank as some banks now trade under different trading names. In the event of a bank failure you agree to us disclosing details to the FSCS.

27. **LEGAL AID**

We do not undertake legal aid work however it is important that you are aware of Legal Aid. Legal Aid is useful to a litigant because if he loses, his liability is limited to his means-tested contribution, and it is unlikely the Court will allow the victor to recover any costs against him. Legal Aid is not free. In most cases it is only a loan repaid from the fruits of the action. If the assisted party succeeds and recovers or preserves any asset (except for some exemptions for maintenance and family proceedings), it is subject to the statutory charge. The statutory charge operates to put the recovery or the preserved asset first towards payment of the assisted party's legal costs, and the assisted party only gets the net balance (if any) – often much later because of the time taken in quantifying the final costs. If money is recovered, it has to be paid to the assisted party's solicitor who has to pay it into the Legal Aid Fund who carry out the accounting and pay out the balance. The Legal Aid Agency has no power to reduce or waive the effect of the statutory charge. If a home is involved, it is sometimes possible to delay payment, but the statutory charge then operates like a mortgage and attracts interest until everything is repaid on sale. For more information please discuss this with the person attending to your case (they will be able to confirm if Legal Aid will be relevant to your type of case and if you may qualify) / alternatively go to the LAA website [www.gov.uk/legal-aid](http://www.gov.uk/legal-aid) or telephone them directly on 0300 20 2020.

28. **GREEN DEAL SCHEME**

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

The seller(s) of the property are required, by law, to disclose the existence of any Green Deal loan on the property they are selling, or they may become liable for repaying the outstanding debt, even after they have sold the property. The Estate Agent/Seller must disclose the existence of a Green Deal loan

agreement prior to a sale being agreed. If the property is being sold at auction, the existence of a Green Deal loan agreement should be disclosed before the winning bid is made.

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

Disclosure of the Green Deal loan must be made at least 7 days before the transaction or arrangement is entered into or if this is not practicable then the disclosure requirement must be satisfied as soon as practicable before the transaction is entered into. The seller must secure that the contract for sale includes an acknowledgment by the purchaser that they have received notice that the property is a Green Deal property and that the bill payer at the property is liable to make payments under the green deal plan and further that certain terms of that plan are binding on the bill payer.

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

If this applies to you we will ask you to sign and return the engagement letter we send to you confirming your authority for us to make any such disclosure to your mortgage lender.

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

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

29. **CONSUMER PROTECTION FROM UNFAIR TRADING**

Under the Consumer Protection from Unfair Trading Regulations 2008 (as amended) (CPRs) there is a duty on all sellers and landlords if they are traders, and upon their solicitors and estate agents even if they are not, to make disclosure of any material information within their knowledge to any consumers who are buying or renting property from them. The criminal penalties for failing to abide with these CPRs ranges from fines to imprisonment of up to two years.

Information withheld would be deemed to be 'material' if it would have caused the average consumer to take a transactional decision he would not otherwise have taken. Historically such withholding of relevant information might have led to civil Court proceedings for breach of contract, but now the penalties are much more severe.

It is important to note that neither you as seller/landlord or this firm, acting on your behalf, must mislead the buyer or tenant by providing incorrect or ambiguous information, or by omitting to provide information. Please remember that certain information will be revealed through searches, surveys, valuations and other enquiries made by the buyer or tenant and so it is important to make all known disclosures as early in the transaction as possible to prevent delays.

Because these duties of disclosure apply to us as your solicitors we may no longer be bound by our duty of confidentiality to you if we become aware of any material information. If you ask us to withhold any such information we may be forced to withdraw from our retainer and stop acting for you in this transaction.

30. **FINANCIAL SERVICES REGULATIONS**

We are not authorised under the Financial Services and Markets Act 2000 but we are able, in certain circumstances, to offer a limited range of investment services to clients because we are regulated by the Solicitors Regulation Authority. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.

The Law Society is the designated professional body of the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling have been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society.

31. **YOUR RIGHT TO CANCEL**

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 provide that if we have not met you either in person (because, for example, instructions and signing of the contract documentation is taking place by telephone/mail, e mail or on-line, i.e. by way of a "distance" contract) or we have taken instructions and a contract has been concluded away from our business premises (because, for example, we have met with you at home, i.e. by way of an "off-premises" contract) and the contract was entered into on or after 14 June 2014, you have the right to cancel this contract within 14 calendar days of entering into the contract without giving any reason. The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.

To exercise your right to cancel, you must inform us at our office address of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email).

If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by email) without delay. To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Should you require the work to be commenced within the 14 calendar day cancellation period, you must provide your agreement to that in writing, by email, post or fax to enable us to do so. By signing and returning a copy of this letter, you are providing your agreement in writing to enable us to commence work within the 14 calendar day cancellation period. Where you have provided your consent for work to commence within the 14 calendar day cancellation period and you later exercise your right to cancel, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation. Unless you make an express request for us to commence work within the 14 day period, i.e. by signing and returning this letter, we will not be able to undertake any work during that period.

For all other matters you may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents whilst there is money owing to us for our charges and expenses. Similarly, we reserve the right to stop acting for you if we have good reason but we would give you reasonable notice of any such decision. If you or we decide that we no longer act for you, you will still be responsible for paying our charges pro-rata and any expenses as set out above.