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TERMS AND CONDITIONS OF BUSINESS (July 2023)

If you wish to have these Terms and Conditions of Business in large print, please contact us.

When GoodyBurrett LLP undertakes work for you these terms and conditions of business as supplemented by your letter of engagement apply to your instructions. In the event of any conflict between this document and the letter of engagement, the letter of engagement shall prevail.

The expressions "we", "us", "our", "firm", "GoodyBurrett LLP" mean or refer to GoodyBurrett LLP (a limited liability partnership registered in England and Wales with registered number OC325367 and whose registered address is St Martin's House, 63 West Stockwell Street, Colchester, Essex CO1 1HE) and any successor practice, and where the context so requires, all members, employees, agents of and consultants to GoodyBurrett LLP. The term "partner" is used to refer to a member of GoodyBurrett LLP or an employee or consultant with equivalent standing and qualifications.

We aim to offer our clients quality legal advice with a personal service at a fair cost. This leaflet sets out our terms of business. Please read them carefully and if you have any queries, please raise them with us as soon as possible. If you continue to instruct us it will amount to your acceptance of these terms of business. No variations or representation will be binding on the firm unless confirmed in writing by a duly authorised representative of the firm.

Definitions

- a. 'Consumer' (client) - an individual acting for the purposes which are wholly or mainly outside that individual's trade, business, craft, or profession
- b. 'Trader' (solicitor) - a person acting for purposes relating to that person's trade, craft, or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf
- c. Service contract - a contract, other than a sales contract, under which a trader supplies or agrees to supply a service to a consumer and the consumer pays or agrees to pay the price
- d. On-premises contract - an on-premises contract is a contract which is not an off-premises contract or a distance contract
- e. Off-premises contract - a contract will be off-premises if one of the following is true:
 - i. It is concluded in the simultaneous physical presence of us and you, in a place which is not our business premises
 - ii. An offer is made by you in the simultaneous physical presence of us and you, in a place which is not our business premises
 - iii. It is concluded on our business premises or through any means of distance communication immediately after you were personally and individually addressed in a place which is not our business premises
 - iv. It is concluded during an excursion organised by us with the aim or effect of promoting and selling services to you
- f. Distance contract - a contract concluded under an organised distance service provision scheme where we and you are not both physically present
- g. These terms and conditions and our client care letter form the service contract between us (the firm) and you (the client) and therefore you must sign both copies of the client care letter and return one to us before we can commence work for you; you should retain the second copy for your own records
- h. If the contract relates to 'off-premises' or 'distance selling' you have certain cancellation rights which are set out at paragraph 18

1. HOURS OF BUSINESS

Our normal office hours are between 9.00am and 5.00pm, Monday - Friday. Messages can be left on the answerphone or by email outside these hours and appointments can be arranged at other times when this is essential.

2. RESPONSIBILITY FOR YOUR WORK

You will be notified at the beginning of the transaction of the person who has overall responsibility for dealing with your work. To ensure that the matter is dealt with by people with the right level of expertise does however mean that in practice, different people may be involved in the day-to-day conduct of your matter. We will try to avoid changing the people who are handling your matter.

3. PROGRESS

3.1 We will keep you informed as the matter proceeds, normally by sending you a copy of the relevant letters sent and received by us; only when we ask for your instructions is any action required by you, as to which see below:

3.2 Please note that email correspondence received are dealt with in the same manner as incoming post. A response will therefore not be instant but will be sent as quickly as possible.

4. INSTRUCTIONS AND CONFLICTS OF INTEREST

4.1 We assume that whoever gives us instructions has authority to do so. Where our client is more than one person or entity, the liability is joint and several. To enable us to help you, it is vital that you provide us with all relevant information as quickly as practicable and you advise us of any subsequent changes to that information.

4.2 We have procedures in place to ensure that a conflict of interest check is carried out as soon as practicable at the commencement of every matter. It, however, you should become aware of any actual or potential conflict of interest, please raise it with us immediately.

5. CONFIDENTIALITY AND MONEY LAUNDERING, TERRORISM FINANCING & TRANSFER OF FUNDS (Information on the Payer) REGULATIONS 2017

All information supplied to us by you will be treated as confidential at all times. Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency (NCA). Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure.

5.1 If, while we are acting for you, it becomes necessary to make a money laundering disclosure, we may not be able to inform you that such a disclosure has been made or of the reasons for it. Where the law permits us, we will tell you about any potential money laundering problem and explain what action we may need to take. NCA is given 7 working days from notification to permit us to continue with the client's transaction; if consent is given, or we hear nothing from NCA, the client's transaction can proceed. If, however, consent is refused, we cannot proceed with the transaction for a further 31 days.

5.2 It is therefore possible that you may experience an unexpected delay in your transaction. We apologise in advance if this happens, and for the inconvenience caused. We trust you will appreciate that we cannot inform you of our notification to NCA, otherwise we are liable to serious criminal sanctions; similarly if suspicious circumstances arise which we fail to notify. If your transaction is at a crucial stage, we shall make use of the facility to "Fast Track" our notification.

5.3 It is therefore possible that you may experience an unexpected delay in your transaction. We apologise in advance if this happens, and for the inconvenience caused. We trust you will appreciate that we cannot inform you of our notification to NCA, otherwise we are liable to serious criminal sanctions; similarly, if suspicious circumstances arise which we fail to notify. If your transaction is at a crucial stage, we shall make use of the facility to "Fast Track" our notification.

5.4 In order to alleviate this problem, we will at the initial stage of your transaction, and also as matters develop, have to ask questions about your instructions to us concerning the proposed source of any funds required. Unless you have a pre-agreement with us regarding our receipt of funds, where you are proposing to send funds to us, you must obtain our prior consent. This is so that we can control funds which come into our possession. Again, this complies with our obligations under the legislation. We regret that if funds arrive at our bank where this prior consent is not obtained, we will not be able to receive them.

Additionally, we may not be able to return such funds if we are then suspicious of the circumstances. In this case, we may have to notify NCA as set out above.

5.5 We do not accept payments to us in cash in excess of £1000. Monies due to you from us will be paid by cheque or bank transfer and will not be made payable to a third party.

5.6 Where we are working on a matter together with your other advisers we will assume, unless you tell us otherwise, that we may disclose to them any information about the matter when we consider it necessary.

6. PROOF OF IDENTITY

6.1 The Money Laundering, Terrorism Financing and Transfer of Funds (Information on the Payer) Regulations 2017 require solicitors, as well as banks, building societies and others, to obtain satisfactory evidence of the identity of their client. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wishing to launder money. In order to comply with the law on money laundering, we need to obtain evidence of your identity at the beginning of the matter. We should therefore be grateful if you would arrange for us to see one document from each of the two lists below as quickly as possible. We will need to borrow them for only as long as it takes to photocopy them. If such items are not available, please contact us as soon as possible to discuss other means of proving identity and address.

In addition, company and partnership clients should contact us to discuss the particular information we need in their case.

6.2 Confirmation of your name:

- Current signed passport
- Current European or UK photo-card driving license (not provisional)
- Current full UK driving license (old style)
- European state identity card
- Residence permit
- Benefit book or letter from the Benefits Agency
- Firearms Certificate
- Shotgun Certificate

Evidence of your address (the date of the document to be no more than 3 months old):

- A recent utility bill, e.g. gas, electricity, home (not mobile) telephone
- A current council tax bill
- A bank, building society, statement, or passbook (credit statements cannot be accepted)
- A mortgage statement
- House or car insurance certificate
- HMRC tax notification
- State benefit book or notification
- State pension book or notification

6.3 We may use an electronic individual Anti Money Laundering (AML) verification service to assist with confirming your identity as required above. This is a completely confidential service and complies with our regulatory requirements and GDPR.

6.4 We regret that we will be unable to proceed with your transaction until identity and address are provided. We apologise for this intrusion, but you will appreciate that it is not of our making.

7. THE BRIBERY ACT 2010

7.1 The Act makes it an offence for a UK citizen or resident to pay or receive a bribe, either directly or indirectly. The act provides for transactions that take place in the UK and abroad, and both in the public and private sectors.

7.2 It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter bribery.

8. FEES

8.1 Our fees are in the main calculated on the basis of all the time spent dealing with your matter. Time spent includes meetings with you and, if necessary, others; time spent on the telephone; preparing and reading or considering documents; travelling and waiting time; correspondence (including emails); research; preparatory work; storage and retrieval of papers and information; reading incoming letters; attending court and generally supervising and administering your file.

8.2 Our hourly rates are set out in your letter of engagement and vary according to the seniority and expertise of each adviser. VAT will be added where applicable. The rates are reviewed twice yearly.

8.3 We may also take into account other factors when calculating the charge to you, for example, complexity, value, importance to you and urgency. In addition, some work such as residential conveyancing may be dealt with under a fixed fee.

8.4 You will be personally responsible for the settlement of our fees, VAT and expenses incurred on your behalf unless otherwise agreed in writing with you. Please remember that even if another person or company has agreed to pay our fees, VAT, and expenses, you remain primarily responsible, and we will look to you for payment if the other person or company does not pay.

8.5 Before accepting your instructions, we may ask you for a payment on account of fees, expenses, and VAT, in which case we will not commence work until that payment has been received. If you wish you may set an upper limit on the costs to be incurred on your behalf without further authority.

8.6 Please note that the amount of the sum/s received on account does not mean that our fees will necessarily amount to the same figure - they may be more or less.

8.7 When an expense is incurred or a fee invoice delivered the amount will be transferred from our client account, holding your money, to our Office account, which holds our own money, not clients' money. If the amount by which your account is in credit exceeds a disbursement or interim bill on account, the balance will, of course, remain to the credit of your account. If it does not, we will ask you to pay the balance on the bill promptly and ask you for further sums on account.

8.8. So that you can budget effectively, we will normally send to you, from time to time, interim invoices during the conduct of your matter. We will then send out a final bill on the completion of the work. Unless expressly stated to the contrary, any interim bill that we send to you will be the only and final bill for our costs that have been incurred for the period for which the bill relates. Payment is due on delivery of the invoice without any deductions, set-off or counterclaim. If an invoice is not paid within 28 days of the invoice date, then interest will be charged at 5% over NatWest's base rate from time to time, from the invoice date until payment in full is made, and all other invoices submitted shall immediately become due and payable.

8.9 We reserve the right to suspend or terminate the provision of further services until payment is received. We may recover amounts due to us from your money we hold, whether the proceeds of a sale, sums recovered in litigation or otherwise (and whether the money is held for the purposes of the matter to which the invoice relates or another matter). We will issue proceedings if an invoice is unpaid after 1 month from the date of the invoice.

8.10. We will be entitled to keep all your papers, documents and any other items we hold while there is still money owing to us for our charges and expenses on any matter.

8.11. If you are dissatisfied with our invoice, you should please invoke our complaints handling procedure (see paragraph 20 of our Terms and Conditions of Business). You may be entitled to have our charges reviewed by the Court in the procedure set out in Sections 70, 71 and 72 of the Solicitors Act 1974, subject to the limitations and conditions referred to in the Act.

9. PAYMENT METHODS

9.1 For your convenience, our fees may be paid by debit card. We will accept payment by credit card for our fees over £200. Credit card payments will not be accepted for payment of expenses or money we request on account. It may also assist you to pay towards our fees by setting up a Banker's Standing Order and monies received can be credited to our interim invoices. If you wish to set up a Standing Order, please contact us and we will assist you in completing the necessary forms.

9.2 Please be aware of cybercrime, GoodyBurrett LLP will not take responsibility if you transfer money to a wrong bank account. If you receive an email from GoodyBurrett LLP requesting your bank details or requesting money **always** phone your fee earner immediately to confirm the details before making payment. Please be on notice that it is a policy of GoodyBurrett LLP not to send or accept bank details by email.

10. DISBURSEMENTS AND EXPENSES

Your instructions authorize us to incur such disbursements or expenses as we consider necessary, in addition to our fee. These may include court fees, the fees of counsel, experts, locums and other solicitors acting as our agents, planning consultants, bailiffs, sheriffs, interpreters, enquiry agents and process servers. You will be responsible for their fees and expenses and VAT. We will advise you before incurring any significant disbursements. Disbursements or expenses include conveyancing searches and office copies of the Register. We also reserve the right to charge for travelling expenses and photocopying.

11. LIMITED COMPANIES

When accepting instructions to act on behalf of a limited company, we may require a director and/or controlling shareholder to sign a form of personal guarantee in respect of charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out earlier.

12. INTEREST

Monies held by us on your behalf will be held in our Client Account or in a designated client deposit account. In accordance with the Solicitor's Accounts Rules, it is the firm's policy to account to its clients for a sum in lieu of interest on a fair and reasonable basis. The sum will be calculated daily on the balance held for each individual matter and based on the rate from time to time payable on NatWest's Client Account. Interest will normally be calculated from the date on which the funds are received by us until funds are paid away from our Client Account. In normal circumstances, if the total amount of interest calculated over the course of a transaction is less than £20, no sum in lieu of interest will be paid.

13. HANDLING YOUR MONEY

We cannot pay out money on your behalf until we are in possession of cleared funds. Personal or building society cheques, monies arriving from abroad and banker's drafts must reach us at least five days before the money is to be paid out. Please note that banker's drafts are not cleared funds and must still clear

through the banking system. If we are not in possession of cleared funds by 11.00am on the day they are required, we reserve the right to refuse to complete your transaction on that day. In those circumstances we will not accept responsibility for the consequences of late completion.

13.1 If you are funding a property purchase with a mortgage, then we will ask your lender to provide us with cleared funds on the day before completion. This is because the majority of lending institutions refuse to guarantee to provide your mortgage funds in time for contractual completion (usually 1.00 pm) on the day. You will therefore pay a day's extra interest on your mortgage. If you do not want us to deal with your mortgage in this way then please let us know in writing. However, we will not then accept responsibility for late completion, or any damages or expenses claimed from you by your seller as a result.

13.2 Any money which we hold on your behalf is kept in a separate account and only used for your transaction. Subject to any legal obligations which we may have entered on your behalf, you can ask for an account of monies held and/or its return at any time.

13.3 It does sometimes happen that at the conclusion of a matter, we find we hold surplus funds on our client's behalf due, for example, to the client not cashing a cheque we have sent them. If surplus funds should arise in your case, we will make reasonable attempts to contact you for instructions. If we cannot contact you, we will (subject to authorization by the Solicitors Regulation Authority where required) donate your surplus funds to a charity of our choice.

13.4 Please note that our Bank will only process outward BACS payments of £1,000,000 or less. Larger sums will therefore be processed by CHAPS which will incur an additional charge of £35 plus VAT.

13.5 Please note International payments will incur a charge of £40 plus VAT.

14. INVESTMENT ADVICE

14.1 We are not authorized under the Financial Services and Markets Act 2000 (as amended) but we are able, in certain circumstances, to offer a limited range of investment services to the client 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.

14.2 If you have any problem with the service, we have provided for you then please let us know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us to resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us, the Solicitors Regulation Authority and the Legal Ombudsman provide complaints and redress mechanisms.

14.3 The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 (as amended) but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society, and the Legal Ombudsman is the independent complaints handling body of the Law Society.

14.4 Often during client matters it is apparent that financial advice would be beneficial. Advice other than the limited range mentioned in 14.1 can only be provided by an authorized independent financial adviser ("IFA"). We work with a number of IFA's. We will not disclose any of your client information to the IFA unless you have given your consent.

15. INSURANCE MEDIATION ACTIVITY

We are not authorized by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.gov.uk/register.

16. TAX ADVICE

- a. We advise on some areas of tax in certain circumstances. You must not assume we will advise on the tax aspect of the work we are doing for you unless we have agreed with you in writing that we will.
- b. If we have not agreed with you that we will give tax advice, you should seek tax advice from your accountant or other financial adviser on matters with which we are dealing for you.

17. STORAGE OF PAPERS AND DOCUMENTS

- a. Once our charges have been paid at the end of a matter we will return to you, if you ask, any documents you lent to us for the purpose of the matter. We will keep your file of papers for you in storage for 6 years and after that time it will be confidentially destroyed.
- b. If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent for producing stored papers or documents to you or another at your request. We may also charge for reading correspondence or other work necessary to comply with your instructions.
- c. We reserve the right to charge for the cost of posting to you any papers you request. We will require payment in advance. It is the firm's policy to use a tracked postage service given the confidential nature of their contents.

18. TERMINATION OF INSTRUCTIONS

- a. You may terminate your instructions to us in writing at any time, but we will be entitled to keep all your papers and documents while there is still money owing to us for our charges and expenses.
- b. We may also decide to stop acting for you only with good reason and on reasonable notice. On termination, you will be liable for fees arising and payments made or committed up to the date of termination of the instructions. In addition, there may be further work that we are required to carry out on your behalf, for example, notifying a Court of our ceasing to act, and you will be responsible for our fees and expenses in carrying out such work.
- c. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 for off-premises and distance selling contracts you have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract (this is in the case of a service contract or a contract for the supply of digital content which is not supplied on a tangible medium).
- d. To exercise the right to cancel and meet the cancellation deadline you must inform us, GoodyBurrett LLP, St Martin's House, 63 West Stockwell Street, Colchester, Essex CO1 1HE, telephone 01206 577676, fax 01206 548704, email law@goodyburrett.co.uk of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email) before the cancellation period has expired.

If you cancel this contract, we will reimburse to you all payments received from you. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise; in any event you will not incur any fees as a result of the reimbursement. If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation from this contract, in comparison with the full coverage of the contract.

19. EQUALITY AND DIVERSITY POLICY

This firm operates an equality and diversity policy in all of its dealing with clients, third parties and employees. Please contact us if you would like us to send you a copy of our equality and diversity policy.

20. LEXCEL AND DATA PROTECTION

a. The firm has obtained the Lexcel quality standard of the Law Society. This confirms our commitment to providing the highest possible standard of service and client care. To maintain this, we are subject to periodic checks by outside assessors. This could mean that your file is selected for checking, in which case we would need your consent for inspection to occur. All inspections are 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' object to this, we propose to assume that we do have your consent unless you notify us to the contrary. We will also assume that unless you indicate otherwise, your consent on this occasion will extend to future matters that we conduct on your behalf.

b. The firm takes your privacy seriously and is fully compliant with the General Data Protection Regulations. Our full privacy policy can be accessed by requesting a copy from the fee earner dealing with your matter or through our website. The Partner responsible for data protection is Alice Brett.

c. We use the information you provide primarily for the provision of legal services to you and for related purposes, including: updating and enhancing client records; analysis to help us manage our practice; statutory returns; legal and regulatory compliance. Our use of that information is subject to your instructions, the General Data Protection Regulations, and our duty of confidentiality.

d. Please note that all telephone calls are recorded for training and monitoring purposes.

21. CLIENT CARE

a. We aim to offer all our clients an efficient and effective service. If, however, you have any problem with the service provided to you then please let us know. We will try to resolve any problem quickly and we operate an internal complaints handling system to help us resolve the problem between us. A copy of our complaint's procedure is available on request, but in the first instance please contact the person with day-to-day responsibility for your work. If that does not provide a solution, please contact the supervising partner with overall responsibility for your work or our Complaints Officer in writing.

b. As solicitors we are required to comply with the Solicitors' Code of Conduct (www.sra.org.uk/code-of-conduct). Unresolved problems about any aspect of the service you may have received or about invoices we have sent you may be referred by you to the Legal Ombudsman at P.O. Box 6806, Wolverhampton, WV1 9WJ (www.legalombudsman.org.uk). Normally, you will need to refer a complaint within 6 months of receiving a final written response from us about your complaint. Please note that the Legal Ombudsman Services is available only to members of the public, very small businesses, charities, clubs, and trusts. Please contact the service if you are in any doubt as to your position.

c. In addition to the 6 months' time limit referred to above, the Legal Ombudsman will only accept a referred complaint:

- one year from the date of the act or omission being complained about; or
- one year from the date when you should have realised that there was cause for complaint.

22. LAW OF CONTRACT AND INVALIDITY OF ANY CONTRACTUAL TERM

a. The contract under which we agree to provide legal services for you is governed by English Law and you and we submit to the exclusive jurisdiction of the English Courts.

b. If any provision of these Terms and Conditions is held by a court or competent authority to be invalid or unenforceable in whole or in part, the validity of the remainder of these Terms and Conditions and of the remainder of the provision in question shall not be affected by that decision.

23. PROFESSIONAL INDEMNITY INSURANCE

The contact details and territorial coverage of the firm's insurers are available at St Martin's House, 63 West Stockwell Street, Colchester CO1 1HE.

24. CIVIL LIABILITY OF THE FIRM

GoodyBurrett is a Limited Liability Partnership. By giving us your instructions, you acknowledge that civil liability rests with the firm and not with any employee, consultant, or member of the Partnership. This does however not affect your statutory rights.

25. MEDIATION

Any dispute or difference arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, may be referred to mediation at any time by written notice by either party.

26. VALUE ADDED TAX

Our VAT registration number is 666 0615 31.

**GoodyBurrett LLP is authorised and regulated by the Solicitors Regulation Authority
(Reg. No: 462019)**

Our Legal Services



Commercial Property



Family Law



Private Client



Commercial Law



Residential Property



Litigation