

**SAFFRON SOLICITORS TERMS & CONDITIONS OF BUSINESS**



**1. Introduction**

- 1.1 These Terms and Conditions of Business set out the basis on which Saffron Solicitors (referred to in these Terms and Conditions as “Saffron Solicitors” “or we” or “us”) will act for you. The purpose of this document is for our clients to understand clearly the terms upon which we work and it therefore contains detailed information which the Solicitors Regulation Authority (our regulatory body) requires all solicitors to provide to their clients.
- 1.2 The Terms in this document, as supplemented and/or amended by any relevant Client Care Letter, apply to everything that Saffron Solicitors Ltd undertakes for you.
- 1.3 If there are any inconsistencies between our Client Care letter and these Terms of Business, the Client Care letter will prevail.
- 1.4 If additional or revised terms are agreed, these will be set out separately in writing to you and in the event of a conflict between these terms and conditions and the additional or revised terms, the later terms will prevail.
- 1.5 Unless we expressly agree otherwise, these terms and conditions of business apply to any future instructions you give us.
- 1.6 Your continuing instructions in this matter will amount to your acceptance of these terms and conditions, but please sign and date the enclosed copy of these terms and conditions and our Client Care letter and return it to us immediately. We can then be confident that you understand the basis on which we will act for you. Please do this as soon as reasonably practicable so that we may commence work on your matter.
- 1.7 This is an important document. It is your responsibility to keep it in a safe place for future reference.

**2. Our Commitment to You**

- 2.1 We aim to offer our clients quality legal advice with a personal service at a fair cost.
- 2.2 We will:
  - REPRESENT your interests and keep your business confidential.
  - EXPLAIN to you the legal work which may be required and the prospects of a successful outcome.
  - MAKE SURE that you understand the likely degree of financial risk which you will be taking on.
  - ADVISE YOU if alternative funding arrangements are available for you. Please note that we do not do legal aid.

- KEEP YOU regularly informed of progress or, if there is none, when you are next likely to hear from us.
  - TRY to avoid using technical legal language when writing to you – tell us if we fail in this aim!
  - DEAL with your queries promptly.
- 2.3 The normal opening hours at our office are between 9.00am and 5.00pm on weekdays. Appointments can be arranged at other times. Messages can be left on the answerphone outside those hours.
- 2.4 The firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

### **3. People Responsible for Your Work**

- 3.1 Saffron Solicitors consists of Mustafa Barak, Director supported by a number of qualified and unqualified staff as required from time to time, including Solicitors, Legal Executives, Licenced Conveyancers, Trainee Solicitors, Paralegals, Finance and Admin staff and Apprentices. All matters dealt with by the firm are ultimately the responsibility of the Director.
- 3.2 The work you have instructed us to carry out on your behalf is described in our Client Care Letter. Where possible we will confirm any change in your instructions in writing. However, the fluid nature of legal matters means that instructions, strategies and tactics may be changing or evolving as a matter progresses. It may not always be possible to capture these changes in a single document and may be contained in multiple documents, including letters, e-mails and attendance notes. We aim to focus on the desired outcome and therefore the activities or route required to achieve the outcome may vary from the Client Care Letter.
- 3.3 We will ensure that you are informed of the name and status of the person who has daily control of any particular matter. The person dealing with your matter will explain the issues involved and keep you informed of progress.
- 3.4 If for any reason any of the advisers assisting you in this matter are unavailable, please ask for another member of the team who will try to assist or take any message for you.
- 3.5 We will try hard to avoid changing the person who handles your work but if this cannot be avoided we will promptly let you know who will be dealing with your matter.
- 3.6 In order to provide an efficient service, some tasks may be delegated to other members of staff such as paralegals and legal executives who are not solicitors but work under the supervision of solicitors. Their use is cost effective. They perform such tasks as research, administration and preparing first drafts of documents and letters.
- 3.7 We may sub-contract or outsource aspects of your work to a specialist where appropriate. If we do so, we will inform you and we accept responsibility for their work, unless we agree otherwise with you.

- 3.8 The services provided by us are for your benefit alone and solely for the purpose of the matter to which they relate. They may not be used or relied upon for any other purpose or by third parties. Our duty of care is to you as our client and does not extend to any third party.
- 3.9 Subject to paragraph 26, no third party shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the Terms, provided that no right or remedy of any such person which exists or is available other than by virtue of that Act shall be adversely affected by the Terms.
- 3.10 We will, on your behalf, instruct, liaise with or coordinate advice from other professional advisers, including barristers and foreign lawyers, where necessary. We will not be responsible for the accuracy or appropriateness of the advice given or work undertaken by those other advisers or for payment of their fees and expenses.
- 3.11 We do not provide services relating to the laws of any jurisdiction outside England and Wales and cannot be responsible for the accuracy or appropriateness of the advice given or the work undertaken by foreign lawyers.
- 3.12 There are some services we do not provide and some areas of law we do not practice in. We may, to serve your needs better, pass your details to a third party we consider more suited to serve your needs better and ask them to contact you directly. You will not incur any cost for this until and unless you agree directly to contract with that third party. We will not get involved in that decision – it will be yours to make independently. Unless you have told us otherwise, in writing, we will accept your authority for us to release your contact details to that third party that we consider suitable to service your need.

#### **4. Communications**

- 4.1 Please let us know if you have a preferred method of communication e.g. telephone, email or fax. Unless we hear from you, we will use whatever mode of communication appears appropriate in the circumstances, with our default method of communication being e-mail.
- 4.2 All email messages sent to us will, if properly addressed, arrive on the terminal of the person to whom they are addressed. Please be aware of the following points:
- 4.2.1 The firm is connected to the internet, but the exchange of email messages may be subject to delays outside of our control.
  - 4.2.2 The safe delivery of email via the internet should not be assumed.
  - 4.2.3 The confidentiality of email cannot be guaranteed
  - 4.2.4 We use Microsoft Office software, currently either Office 2016 and Office 365
- 4.3 Unless you ask us, we shall not be required to encrypt or password-protect any email or attachment sent by us.

- 4.4 We shall not be responsible for any loss or damage arising from the unauthorised interception, redirection, copying or reading of emails including any attachments.
- 4.5 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 email or attachment which may be transmitted by us (except where this is caused by our negligence or wilful default).

## **5. Your Responsibilities**

- 5.1 We will rely on the completeness and accuracy of the information that you provide to us to do your work. Our charges and fee estimates are given on the basis that the information that you give us is complete and accurate.
- 5.2 We shall be entitled to assume that whoever gives us instructions to provide services has actual authority to do so and we shall be entitled to rely on any information provided to us by that person.
- 5.3 Where instructions are given on behalf of a company, LLP or other organisation we shall be entitled to assume that these Terms and Conditions, as well as any variation and the Client Care Letter, have been brought to the attention of the authorised directors and approved by the directors of the company, members of the LLP or, in the case of any other organisation, the appropriate officers of that organisation.
- 5.4 Where our client consists of more than one person or entity, the liability of those persons or entities is joint and several. Each joint client irrevocably permits 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 arises between joint clients, we may suspend or terminate the provision of the services related to that matter to one or more of the joint clients.
- 5.5 It is imperative that you provide and keep providing to us with all relevant information to represent you and provide services to you and that all information provided is, to the best of your knowledge, complete, accurate and up to date, and is supplied as quickly as practicable. Please tell us of any subsequent changes to the information provided, as well as about any further information which might be relevant.

## **6. Conflicts of Interest**

- 6.1 We take conflict issues seriously. We have procedures in place to ensure that conflict checks are carried out on every matter as soon as practicable so that if an issue arises it can be discussed with you and dealt with as soon as possible.
- 6.2 Our conflict procedures help us fulfil our professional obligations not to act for a client in a matter where there is an actual (or significant risk of a) conflict with:
- 6.2.1 the interests of another client for whom we are already acting; or
- 6.2.2 our interests.

- 6.3 If at any time you become aware of an actual or potential conflict of interest, please raise it with us immediately.
- 6.4 Subject to our professional duties, we will always seek to resolve any conflict issues in the most advantageous way to the clients concerned.
- 6.5 Where our professional rules allow, you agree that after termination of our retainer, we may act or continue to act for another client in circumstances where we hold information which is confidential to you and material to the engagement with that other client. We will not, however, disclose your confidential information to that other client without your consent.

## **7. Timescale**

- 7.1 We will endeavour to provide a time estimate with respect to your matter. This estimate will vary depending on the type of matter undertaken on your behalf and factors that could affect the outcome of the matter.
- 7.2 Where a matter becomes complicated or protracted, the person dealing with the matter will revise their estimate and notify you of the same.

## **8. Funding**

- 8.1 We are advising you on a private fee basis and understand that you will fund our professional fees out of your own private funds. Please note that we do not do any publicly funded work. We are not in a position to advise you of the possibility of you being able to qualify for obtaining public funding for your case. We will, wherever possible, discuss with you other funding options but we cannot and do not provide advice on public funding or insurance options.
- 8.2 If you have legal expenses insurance, you must notify us of that fact whether or not you believe you are insured in respect of your own or another party's legal costs. You agree to comply at all times with the terms of any legal expenses insurance policy you may have; otherwise you may not be covered by it.
- 8.3 Even if you are insured against some or all of the legal costs for which you are liable, you remain primarily responsible to pay our fees. Accordingly, unless we agree in writing, we will bill you in the normal way as if you were not insured. It will then be your responsibility to make a claim from your insurer. You must also pay the VAT element of our charges in any event.

## **9. Our Charges**

### Time Basis:

- 9.1 Our charges are set out in our Client Care letter. Unless otherwise expressly agreed, our charges will be calculated mainly by reference to the time actually spent by the staff in respect of any work which is carried out on your behalf.
- 9.2 All the time arising from your instructions is charged for and each adviser to you has a specified hourly charging rate and records time in Units of 6 minutes. Our fees are calculated on an hourly basis which includes meetings with you and others, reading, preparing and drafting documents, research, correspondence including emails, telephone calls and time spent travelling away from the office when this is necessary. From time to time, we may arrange for some of this work to be carried out by persons not directly employed by this firm. You will be charged at rates not greater than those set out below.
- 9.3 By way of example, routine letters are charged as single Units, (6-minute) of time and charge for the time spent on making and taking telephone calls in Units depending on the amount of time a call took. Considering incoming letters and e-mail is charged at a single Unit per 2 pages.
- 9.4 The current hourly charge out rate for our fee earners is set out below:

Mustafa Barak – Director	£150 Plus VAT
Sundeep Ladwa – Solicitor Advocate	£350 Plus VAT
Wahlil Khan – Senior Case Worker	£100 Plus VAT
Rizwan Ghafoor – Solicitor	£150 Plus VAT
Amrita Bhogal – Solicitor	£150 Plus VAT
Majid Khattak – Solicitor	£150 Plus VAT
Nosheen Hussain – Paralegal	£100 Plus VAT

Please note that VAT will not apply to certain work for foreign based clients based outside of the EU or EFTA.

- 9.5 In addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues and the speed at which action has to be taken and any particular specialist expertise which the case may demand. In particular, in property transactions, in the administration of Estates and in matters involving a substantial financial value or benefit to a client, a charge reflecting, for example, the price of the property, the size of the estate, or the value of the financial benefit may be considered. It is not always possible to indicate how these aspects may arise but on present information we would expect them to be sufficiently taken into account in the rates which we will have informed you of. Where a charge reflecting any value, element is to be added, we will explain this to you. We may also take into consideration issues such as urgency, varied or delayed instructions, the difficulty or complication of obtaining instructions, the importance, uniqueness and immediacy of the work and the outcomes delivered.
- 9.6 Our hourly rates will have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rate is reviewed with effect from 01 January each year. We may also review our rates at any other time. If a review is carried out before this

matter has been concluded, we will inform you of any variation in the rate before it takes effect.

#### Fixed Fees:

- 9.7 We may be able to agree an alternative charging arrangement such as a fixed fee. Any such arrangement will be set out in our Client Care letter.
- 9.8 The quotation we provide for any fixed fee is always given in good faith on the basis of the information provided and upon our assumption that the matter can proceed without any undue complications. However, this may be subject to variation if unknown factors or circumstances later emerge which complicate matters and require us to carry out additional work or we experience difficulty on obtaining instructions or consistent instructions.
- 9.9 In all cases, we will of course inform you if unforeseen extra work becomes necessary due to unexpected difficulties, or if your requirements or circumstances change significantly. We will in such a case notify you of the estimated cost of the additional work before undertaking it. If you do not wish to pay any increase, we will not do any further work and charge you for the additional work carried out to date at our hourly rates plus VAT as shown above. If you have any query concerning your bill, please contact us straight away.

#### **10. Expenses and VAT**

- 10.1 In addition to our charges, we will require you to pay all disbursements and expenses incurred by us during the conduct of your matter. These are payments (also known as “out of pocket expenses” or “disbursements”) which we need to make on your behalf and which are excluded from our fees and charged for separately. These may include:

- 10.1.1 Bank Telegraphic Fees;
- 10.1.2 Court Fees;
- 10.1.3 Agent’s and Experts’ Fees;
- 10.1.4 Barrister’s Fees;
- 10.1.5 Land Registry Fees;
- 10.1.6 Probate Registry Fees;
- 10.1.7 Official Title Entries;
- 10.1.8 Search Fees;
- 10.1.9 Stamp Duty Land Tax;
- 10.1.10 Registration Fees;
- 10.1.11 Courier Fees;
- 10.1.12 Costs Draftsman’s Fees;
- 10.1.13 Company Searches;
- 10.1.14 Telephone Conference Calls;
- 10.1.15 Travelling Expenses;
- 10.1.16 Money Laundering Checks Lawyer Checker; and
- 10.1.17 Special Postal Costs

We have no obligation to make such payments unless you have provided us with the funds for that purpose, as you are personally liable for these expenses. VAT is also payable on certain expenses and disbursements.

10.2 In relation to expenses, we reserve the right to charge you a fee (which will cover any actual cost to us an administration charge):

11.2.1 for arranging certain bank transactions and postage services;

11.2.2 for travelling expenses, online meeting and webinar service, computer-based legal research, providing information on electronic media, photocopying, scanning, printing and incoming and outgoing faxes.

10.3 These disbursements will generally be itemised in our bills at your request and we will endeavour to inform you of such disbursements in advance by confirming in writing which expenses are likely to be relevant, the estimated amounts and when they are likely to be payable.

10.4 We will charge VAT on our fees at the applicable rate at the time our bill is issued to you. However, VAT may not apply to certain work for foreign based clients.

## 11. **Estimates**

11.1 Where our charges are to be based on the time spent on your file, we will give you, where possible, written estimate of the likely overall charges at the outset and as your matter progresses and, where relevant, the amount of time likely to be spent in dealing with the matter. We will give you revised written estimates whenever practicable (and will provide you with this information at any time should you request it),

11.2 Unless we expressly agree otherwise, all estimates and quotes provided in respect of our fees are not intended to be fixed, as changing circumstances and facts which are unknown to us can affect the level of work required. Accordingly, such estimates are intended only as a general guide and should not be regarded as fixed quotes as they are subject to change.

11.3 If it appears that any fee estimate or quotation will be exceeded or any unforeseen additional work becomes necessary we will inform you of its effect on our costs estimate in writing in respect of any extra charges and expenses that are or may be incurred.

## 12. **Abortive Costs/Termination**

12.1 You or we may bring the provision of all or any services to an end at any time by giving written notice to the other. We will not do this without giving you reasonable notice and without a good reason such as:



- 12.1.1 Your failure to pay to us any amount due, or money on account as requested;  
or
  - 12.1.2 Your insolvency; or
  - 12.1.3 The discovery or creation of a conflict of interest; or
  - 12.1.4 Our being prevented from acting by the regulatory or governmental organisation such as the National Crime Agency; or
  - 12.1.5 Your requesting us to break the law or any professional requirement; or
  - 12.1.6 The relationship of trust and confidence necessary between solicitor and client ceasing to exist between us; or
  - 12.1.7 Your failure to give us adequate instructions; or
  - 12.1.8 Any other breach by you of the Terms and Conditions or the Client Care Letter.
- 12.2 In the event that any fees invoiced remain outstanding for a period of one month or more, we reserve the right to cease acting on your behalf and to issue legal proceedings for the recovery of any monies owed to us

### **13. Invoicing Arrangements and Payment Arrangements**

- 13.1 We will normally submit an interim invoice at regular stages for our charges and expenses. The final account will be prepared when your matter proceeds to a conclusion. Our policy is to raise an invoice once every 4 weeks, unless the amount of Work in Progress justifies deviating from this policy. All our invoices, including an Interim Invoice, are Statute Invoices under the Solicitors Act 1974
- 13.2 Payment of our invoices are due to us immediately on sending you a bill. Should we need to send reminders requesting payment of outstanding our invoice an additional charge of £25 per request will be levied and be payable as a debt. We also reserve the right to charge you interest at 8% per annum from the date of the invoice if payment is not within the time stipulated in accordance with article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009.
- 13.3 If a third party is instructed to collect any amount outstanding from you to us, whether relating to our unpaid invoice(s) or disbursements, the costs of the third party collector will also be levied and be payable by you as an additional debt.
- 13.4 *Property transactions:* we will normally send you our bill following exchange of contracts and payment is required on a purchase prior to completion and at completion on a sale. If sufficient funds are available on completion and we have sent you a bill, we will deduct our charges and expenses from the funds.
- 13.5 *Administration of Estates:* we will normally submit an interim bill at regular stages during the administration, starting with the obtaining of a Grant. The final account will be prepared when the Estate Accounts are ready for approval.
- 13.6 *Other cases or transactions:* it is normal practice to ask clients to make payments on account of anticipated costs and disbursements. It is helpful if you can meet requests promptly but if there are any difficulties please let us know as soon as possible.

13.7 Any monies due to you from us during the course of or at the conclusion of the retainer will be paid by cheque in your name (or the equivalent) or electronic transfer to a UK bank account held in your name or in joint names (if we are acting jointly for two or more clients and will not be paid to a third party).

13.8 If you have any queries or complaints about your bill you should raise these immediately with us, in writing.

#### **14. Payment on Account**

14.1 It is normal practice to ask clients to pay sums of money from time to time on account of the charges and expenses that are expected in the following weeks or months. This helps to avoid the delays in the progress of your case and if we put these payments towards any interim bills we will send you a receipted bill. We will offset any payments on account against your interim and final invoice, but it is important you understand that your total charges and expenses may be greater than any advance payments made to us.

14.2 If such requests for funds on account are not met with prompt payment this could result in a delay in the start or progress of your case. In the unlikely event of any invoice or request for payment not being met, we reserve the right to stop acting for you immediately.

14.3 Payment can be made by cash (subject to a limit of £1000 per case), FPT Direct Bank transfer, BACs transfer, cheque, Credit Card and Debit Card. We will not retain any of your Card details, other than the Merchant Receipt for processing.

14.4 If you deposit cash directly into our bank greater than the sum of £1000 per case, we reserve the right to charge for any additional Anti-Money Laundering and Proof of Source of Funds checks we deem necessary. We may also report the payment to the regulatory authorities to investigate such payment. This could delay progress of your matter or return of the money and we cannot be held responsible for any loss or damage resulting as a result.

#### **15. Other Parties' Charges and Expenses**

15.1 In some cases and transactions a client may be entitled to payment of costs by some other person. It is important that you understand that in such circumstances, the other person may not be required to pay all the charges and expenses which you incur with us. You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. If the other party is in receipt of legal aid no costs are likely to be awarded or recovered.

15.2 If you are successful and a Court orders another party to pay some or all of your charges and expenses, this does not guarantee that that money will be collected. Interest can be claimed on any unpaid amount from the other party from the date of the Court Order but receipt of that interest is not guaranteed either.

- 15.3 You will also be responsible for paying our charges and expenses of seeking to recover any costs that the Court orders the other party to pay to you or it has been agreed privately to be paid to you.
- 15.4 A client who is unsuccessful in a court case may be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses and you would be personally liable to pay those costs. Arrangements can be made to take out insurance to cover liability for such legal expenses. Please discuss this with us if you are interested in this possibility.

**16. Interest Payment**

- 16.1 Any money received from you or on your behalf will be held in our Client Bank Account. In accordance with the Solicitors Regulation Authority's Accounts Rules, interest will be calculated and paid to you at the rate from time to time payable on Lloyds TSB Bank Designated Client Accounts if it is fair and reasonable to do so in all the circumstances. The period for which interest will be paid will normally run from the date(s) on which we receive funds until the date(s) of payment. If requested we will provide a statement showing the calculation of interest earned on client's funds.
- 16.2 Please note that we have a procedure in place which details how we handle any interest due on client monies which is available at our office but would like to bring your attention specifically to the following:
- i. As funds must be available on demand, the interest rate received will inevitably be low, currently 0.1% per annum. If we need to retain funds, we may be able to agree alternative arrangements for your money by setting up a special deposit account at a higher rate of interest, which may however, incur additional bank charges for which you will be responsible.
  - ii. The firm's policy is that interest is not generally paid where the total sum of interest calculated over the period of the instruction is less than £50.00.

**17. Tax Advice**

- 17.1 Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We are not qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately.
- 17.2 It will be your responsibility to ensure you have consulted the relevant qualified professional on any tax advice before instructing us.
- 17.3 As part of our conveyancing instruction, we will usually submit a tax return to HMRC for filing of Stamp Duty Land Tax. We cannot assume any responsibility or liability for any tax implications or any discounts to be applied. If you would like for us to submit this return on your behalf it will be your responsibility to ensure you provide us with

all the details, discounts and evidence before completion of your matter. You will be free to use your own tax advisor or consultant to file the return on the transaction provided the professional ensures the SDLT5 certificate is given to us within 5 working days of completion of your matter.

**18. Identity, Disclosure and Confidentiality of Business Requirements**

- 18.1 As Solicitors we are subject to strict professional rules and obligations imposed on us by the Terrorism Act 2000, the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2017 and any amending Regulations which require us to check the identity of all clients and their addresses and to understand your objectives in instructing us. These requirements even apply where clients are known personally to us or have had dealings with us in the past, including our own family members and childhood friends. You will be asked to bring in papers to prove your identity, address and source of funds which we will need to copy and keep on file. Please note we will not be able to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent.
- 18.2 We will keep confidential any information (which may also be subject to your legal professional privilege) which we acquire about your business and affairs. We may disclose such privileged and/or confidential information and any advice, certificate, report or opinion given by us to you or any third party in connections with your affairs to:
- 18.2.1 our auditors, external assessors or other advisers or
  - 18.2.2 our insurers
- (i) for the purposes of our professional indemnity insurance renewal or
  - (ii) in order to assist us to comply with the terms of our professional indemnity insurance cover.
- 18.3 We may be required to disclose such privilege and/or confidential information and any advice, certificate, report or opinion given by us to you or any third party about your affairs, by law or other regulatory authority to which we or you are subject.
- 18.3.1 If you or we engage other professional advisers to assist with a matter, we will assume, unless you notify us otherwise, that we may disclose any such information, advice, certificates, reports or opinions to such other advisers as necessary.
  - 18.4.1 We will not be liable for any loss, damage or delay arising out of the firm's compliance with any statutory, Legal or regulatory requirement.
- 18.3.1 In carrying out AML checks, we cannot guarantee impact on your credit file. In the ordinary course of dealing, there should be no impact. Some of the checks we may have to carry out to meet the requirements however, may need to interrogate some of your credit files. We have no knowledge or ability to control any impact as a result thereof. By signing these T&Cs you confirm that you understand this and authorise us to continue.

**19. Limited Companies and other Corporate Entities**

- 19.1 When accepting instructions to act on behalf of a company, corporate entity or trust, we are also required to obtain information about the control and ownership of such entities. With regards to limited liability companies, we may require a Director and/or controlling shareholder to sign a form of personal guarantee in respect of the 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 and expenses as set out earlier
- 19.2 We require to be informed of all shareholders who hold a 24.99% or more share in the company and in the event that shareholder is another legal entity we will need details tracing all the way back to any natural person that owns 24.99% or more. If there is such a natural individual, we will need the AML/KYC documentation for that individual.

**20. Data Protection Act 2018**

- 20.1 The Data Protection Act 2018 requires us to advise you that your particulars are held on our database. The information is collected by us for the purpose of providing services to you and/or your business or employer. We will store and process the information in accordance with the law. By continuing to instruct us, you consent to us collecting, storing, processing and using the information. We may, from time to time, use these details to send you information which we think might be of interest to you.
- 20.2 We reserve the right to carry out a credit reference enquiry in respect of you where we think this is appropriate and by accepting these terms you are signifying your consent to our making such checks as and when we consider it necessary.
- 20.3 We are registered under the Data Protection legislation with number Z2778284 and you consent to the storage and use of your data by manual or electronic means.

**21. Indemnity Insurance**

- 21.1 We maintain Professional Indemnity Insurance covering the firm in respect of liability for professional negligence risks for amounts considered adequate by the Director for the normal business of the firm.

**22. Storage of Papers and Documents**

- 22.1 After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses.
- 22.2 In addition, we will keep your file of papers in storage for a period of 6 years after closure of the file, in case reference to the file is required. After that, storage is on the

clear understanding that we have the right to destroy it after such period as we consider reasonable or to make a charge for storage if we ask you to collect your papers and you fail to do so. We will not of course destroy any documents such as Wills, Probates, Deeds, and other securities, which you ask us to hold in safe custody. A charge will be made to you for such storage and this will be advised to you from time to time.

- 22.3 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, but if you do not wish us to act for you in your affairs, then a fee of £45.00 plus VAT will be charged for such retrieval and delivery. We may also 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.

### **23. Regulatory Matters**

- 23.1 Saffron Solicitors is the trading name of Saffron Solicitors Limited which is registered in England and Wales under company number 3510108.
- 23.2 We are authorised and regulated by the Solicitors Regulation Authority (SRA) which is the independent regulatory arm of the Law Society. Our SRA Number is 550401. We set out below in “Communication Between You and Us” your rights to complain about any aspect of our service to the Legal Ombudsman (who are the independent complaints-handling arm of the Law Society), once you have exhausted our internal complaints procedure.
- 23.3 We are not authorised, nor are we regulated by, the Financial Conduct Authority (FCA).
- 23.4 If you, while we are acting for you, need advice on investments, we may have to refer you to someone who is authorised to provide the necessary advice. However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000. If you are unhappy with any insurance or investment advice you receive from us you should raise your concerns with the SRA or the Legal Ombudsman.

### **24. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the “Regulations”)**

- 24.1 The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the “Regulations”) for some non-business instructions (where your instructions have not been given to us in a face to face meeting), you may have the right to withdraw, without charge, within 14 days of the date on which you asked us to act for you.
- 24.2 However, if we start work with your consent within that period, you lose that right to withdraw. Your acceptance of these terms and conditions of business will amount to

such a consent. If you seek to withdraw instructions, you should give notice by e-mail or letter to the person named in our Client Care letter as being responsible for your work. Alternatively, you may wish to complete the attached cancellation form.

24.3 The Regulations require us to inform you that the work involved is likely to take more than 30 days.

**25. Complaints Handling**

25.1 This firm is committed to providing a high quality legal service to our clients and we will endeavour to give you a good service in all respects. However, in the event that you are dissatisfied for any reason or if you have any queries or concerns about our work for you or our bill, then please raise your concerns in the first place with Mr Mustafa Barak, our Client Care Manager, who can be contacted at Castle Cavendish Works, Dorking Road, Nottingham, NG7 5PN or telephone him on 01159003120.

25.2 If you are not satisfied with our handling of your complaint however, you can ask the Legal Ombudsman at PO Box 6806, Wolverhampton, WV1 9WJ, telephone: 0300 555 0333 - [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk) E-mail - [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) to consider the complaint. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint.

25.3 If you have any concerns about any misconduct or breach of the SRA Code of Conduct by our firm such as taking or losing your money, dishonesty or discrimination, you can also report the matter to our regulatory body, the Solicitors Regulation Authority. Their details are:

The Solicitors Regulation Authority  
The Cube  
Wharfside Street  
Birmingham  
B1 1RN  
0370 606 2555  
<http://www.sra.org.uk/consumers/problems/report-solicitor.page>

25.4 We trust the above is clear but please contact us if you have any queries.

25.5 All solicitors are obliged to attempt to resolve problems that may arise with their services. It is therefore important that you immediately raise any concerns that you have with us.

25.6 We will aim to communicate with you by such a method as you may request. We may need to virus check discs or e-mail. Unless you withdraw consent, we will communicate with you and others when appropriate by e-mail, but we cannot be responsible for the security of correspondence and documents sent by e-mail.

**26. Liability**

- 26.1 We will use our reasonable skill and care in providing the services set out in our Client Care letter or any written variation or addition to them.
- 26.2 If we are prevented by circumstances beyond our reasonable control from providing the services we have undertaken to perform for you, we will immediately notify you of the nature and extent of such circumstances. If as a result of those circumstances, we are unable to meet any deadline or complete the services by any estimated date of completion at all:
- 26.2.1 any such failure on our part will not constitute a breach of the agreement between us;
- 26.2.2 we will not be otherwise liable to you for any such failure to the extent that it is attributable to any such circumstances notified to you; and
- 26.2.3 any estimated date for completion of the services will be extended accordingly.
- 26.3 We shall not be responsible for any failure to provide services on any issue which falls outside the scope of our engagement and shall have no responsibility to notify you of, or the consequences of, any event or change in the law (or its interpretation) which occurs after the date on which the relevant service is provided.
- 26.4 We shall not be liable for any indirect loss or damage or any loss of profit, income, anticipated savings, production or accruals arising in any circumstances whatsoever, whether in contract, tort, negligence, for breach of statutory duty or otherwise, and howsoever caused.
- 26.5 Our liability to you shall be limited to such sum as it would be just and equitable for us to pay having regard to the extent of our responsibility for the loss or damage and the responsibilities of all other persons and it shall in any event not exceed the amount of money paid by you to us as our fees. You agree that our liability shall not be increased by:
- 26.5.1 any limitation, exclusion or restriction of liability you have agreed with any other person or any joint insurance provision between you and any other person;
- 26.5.2 your inability to recover from any other person, or your decision not to recover from any other person.
- 26.6 Our liability and that of any solicitor or other fee earner working on the matter, whether such liability shall arise in contract, tort or in any matters, shall be limited to the sum of £3,000,000. This limitation has been fixed with regard to a number of factors including our insurance cover for professional liability.
- 27.7 Should you consider that a higher limitation of liability would be appropriate in your matter, please raise the matter with us with a view to discussing whether it would be possible to increase this limit for your matter. We will not be liable for any indirect or consequential loss.



27. **General**

- 27.1 Unless otherwise agreed, and subject to the application of then current hourly rates, these Terms and Conditions of Business shall apply to any future instructions given by you to this firm.
- 27.2 We hope we have addressed all of your concerns about the day to day handling of your matter within our Terms and Conditions of Business. However, if you have any queries or are unsure of anything please do not hesitate to contact us.
- 27.3 These Terms and Conditions of Business will be deemed to be incorporated into the contract between us should we continue to work on your matter. If you are happy with this document, please sign and return the last page of our Terms and Conditions so that we can be confident that you understand the basis upon which we shall act for you. If you do not raise any objection to the Terms and Conditions, in writing within 5 days, then even if you do not return a signed copy, but have returned the Client Care Letter, we will continue to work on the basis that you have agreed to our terms of engagement and will be bound by them.

**This is an important document and we would urge you to keep it in a safe place for future reference.**

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**Cancellation form**

Our Ref:

To, Saffron Solicitors Limited , Castle Cavendish Works, Dorking Road, Nottingham, NG7 5PN

I/We [ ] [insert name] hereby give notice that I/We [ ] [insert name] cancel my/our agreement for the supply of the following service: [ ] [insert description of what you have asked us to do}, signed on [ ] [insert date contract signed or entered into].

Signed by/ for and on behalf of the Client

Name:

Address:

Signature:

Date: