



# **Terms of Business**

## **TMT Legal Services LLP**

TMT Legal Services Ltd is a limited company registered in England and Wales (Number OC427224). Registered office 12 The Marsh, Hythe, Southampton SO45 6AL.

Authorised and regulated by the Council of Licensed Conveyancers (Number 11882).

Any reference to 'the firm' means TMT Legal Services Ltd.

VAT Number: 332 3848 07

We have prepared this document to make our terms and conditions of business as clear and understandable as possible, and to anticipate, as best we can, any queries you may have about working with us.

This document and our Client Care Letter contain the entire agreement and understanding between us about the terms and conditions upon which we propose to act for you in this matter. You acknowledge that you have not relied on any assurance of whatever nature (including any innocent or negligent misrepresentation or misstatement) which is not expressly set out in this documentation.

Although your continuing instructions in this matter will amount to your acceptance of these Terms of Business, we ask that you sign, date and return one copy for our client care letter.

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## 1. Service Standards

We aim to provide you with high standards of service at all times. We are also committed to the Code of Conduct laid down by the Council for Licensed Conveyancers ('CLC').

### Our responsibilities

We will:

- treat you fairly and with respect
- review your matter regularly;
- advise you on the law;
- communicate with you in plain language;
- (if applicable) update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances.

### Your responsibilities

You will:

- provide us with clear, timely and accurate instructions;
- provide us promptly with the information and documents required to complete the transaction.

### Service levels and frequency of communication

- We will keep you regularly informed by telephone or in writing of progress with your matter.
- We will explain to you by telephone or in writing the legal work required as your matter progresses.
- We will update you on the likely timescales for each stage of this matter and any important changes in those estimates.

## 2. Service Exclusions

Our service exclusions are set out below. They may only be overridden or added to by notice from us in writing:

**Tax:** tax advice is specifically excluded from our retainer, and you should consult a tax expert on any tax issues arising. We can recommend a tax expert to you.

**Financial:** We make no comment on the financial or commercial viability of any agreed terms you have negotiated, nor on the amount of any property valuation.

**Property:** We make no comment on the state and condition of any property and its services, nor on the contents of any valuation or survey sent to us, save for any part requiring specific legal comment. If you are in any doubt, you should consult a surveyor or structural engineer or other expert as appropriate. Furthermore, we can provide no comment or advice on the sale or purchase price of any property. You should always obtain an independent valuation on a purchase and in the event of a sale, three estate agent valuations.

**Building Safety Act 2022:** Where the Building Safety Act 2022 applies to your purchase, our retainer does not include setting out any financial obligations under the Building Safety Act 2022 and the impact that this may have on your use and enjoyment of the property.

**Fire Safety:** We are not in a position to advise on Fire Safety Regulations as we are not fire safety experts.

**Environmental:** We will carry out an environmental search for a residential purchase, unless you have no lender and you instruct us in writing not to. We will only carry out such a search for a commercial matter if you instruct us to do so. We will supply copies of any search carried out to you and your lender (if any), but we will not make any comment on, nor attempt to interpret, the results. If you are in any doubt you should consult an appropriate environmental expert.

**Insurance Distribution Activity:** This firm is 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 is wrong, is regulated by the CLC. The register can be accessed via the Financial Conduct Authority website at [TMT Legal Services LLP \(fca.org.uk\)](https://www.fca.org.uk)

Any advice we give will be provided solely to the entity which or individual who instructs us as our client and solely for the purpose for which we were instructed.

Our advice may not be used or relied on for any other purpose or by any other person without our express prior written agreement.

Our advice may not be disclosed to any other person without our express prior written agreement.

We may transfer our rights and obligations under these Terms of Business to another organisation, and we will always notify you in writing if this happens, but this will not affect our rights or obligations under these Terms of Business.

Unless expressly stated, the Contracts (Rights of Third Parties) Act 1999 shall not apply to the retainer. No person who is not a party to the retainer shall have the right to enforce any term of it.

Unless we agree otherwise, we retain the copyright in any documents we prepare for you.

### **3. Limit of Liability**

Our liability to you in this matter shall be limited to £2 million. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

These limitations apply only to the extent that they are permitted by law. In particular they do not apply to any liability for death or personal injury caused by negligence.

You agree that our liability is limited in the following respects:

- It is TMT Legal Services that is liable, not an individual partner or member of staff; you agree to make no claim against an individual except for fraud;
- our maximum liability for any mistake (except for fraud) is £2 million
- this overall limit applies whether the mistake affects just one piece of work we do for you or several, so long as it is the same or a similar mistake;
- for the purpose of the overall limit, more than one mistake on a matter or transaction is considered as one mistake;
- we are liable for loss that we directly cause and for any indirect or consequential loss or loss of anticipated profit or other benefit, where that total liability does not exceed £2 million. Otherwise we have no liability for any direct, indirect or consequential loss or loss of anticipated profit or other benefit;
- we are not liable to the extent that our mistake results from something you do or fail to do (such as giving us the wrong information, or not giving us information at the time we ask for it);
- if others are also responsible for your loss, our liability is limited to our fair share, whether or not you are able to recover the rest from the others; and
- we are not liable for acts or omissions of agents appointed by us in good faith.

All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from our relationship with you.

Nothing in these terms shall restrict or limit your general obligation at law to mitigate a loss which you may incur as a result of any mistake we make.

#### **4. Anti-money laundering ('AML')**

AML requirements are set by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended) ("the regulations").

##### *Identification*

We are required by law to confirm satisfactory evidence of the identity of our clients and, sometimes, people related to them or connected to the matter. For example a person gifting money to the client. This is because lawyers who deal with money and property on behalf of their clients can be used by criminals wanting to launder money.

In order to comply with the regulations, we need to obtain evidence of your identity as soon as practicable, and before we can proceed with your matter.

We employ digital applications to authenticate an individual's identity through a mobile phone app. Use of these digital apps provides a smooth and effective method for identity verification, incorporating advanced technologies like biometrics and facial recognition. We also carry out an electronic Anti-Money Laundering search on all clients, including PEP and Sanctions checks. This will not affect your credit score.

##### *Source of Wealth and Source of Funds*

We are required by the regulations to undertake checks in relation to your source of funds and source of wealth. If this is applicable to your matter, the lawyer acting will request evidence from you, usually by way of bank statements. Any personal data provided by you

for the purpose of preventing money laundering or terrorist financing will be used for that purpose.

We are professionally and legally obliged to keep your affairs confidential. However, lawyers may be required by statute to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

Subject to the section "Limit of liability" above, we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of the money laundering and/or terrorist financing legislation.

## **5. Confidentiality**

We are under a professional and legal obligation to keep details of your case confidential. This obligation, however, is subject to a statutory exception, which may require a lawyer who knows or suspects that a transaction on behalf of a client may involve money laundering or terrorist financing to make a disclosure to the National Crime Agency.

We cannot absolutely guarantee the security of information communicated by email or mobile phone. Unless we hear from you to the contrary, we will assume that you consent for us to use these methods of communication.

We outsource the provision of IT support and our administration operations. We also outsource the typing and production of some documentation. We may, on occasion, need to outsource other work to people outside TMT Legal Services, e.g. copying. Our agreements with suppliers are subject to confidentiality requirements to protect your information.

## **6. Acting for your lender**

For property related matters, we may also be acting for your proposed lender in this transaction. This means we have a duty to make a full disclosure to your lender of all relevant facts relating to you, your transaction and mortgage. That will include disclosure of any discrepancies between the mortgage application and information provided to us during the transaction and any cashback payments or discount schemes which the transaction may involve. If a conflict of interest arises, we must cease to act for you in this matter. Should your lender appoint alternative lawyers, we reserve the right to increase our estimate.

## **7. Financial matters**

We hold all client money in HSBC Bank which is regulated by the Financial Conduct Authority (FCA). We are not liable for any losses you suffer as a result of any such banking institution being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS).

It is our policy to **not** accept cash payments from clients.

Where we have to pay money to you, it will be paid by bank transfer. It will not be paid in cash, by cheque or to a third party.

Please be aware that we do not notify changes to important business information, such as bank account details by email.

Occasionally, on completion of a transaction or matter, we find ourselves holding small balances of funds for various reasons, for example the Contingency Fee. In these cases, we will follow the guidelines provided by the CLC to make every reasonable effort to refund any outstanding balances to you. Our initial approach will involve transferring the funds to your bank account, for which we already have your details on record. Should our attempts prove unsuccessful, despite these efforts, the remaining balance will be contributed to a charitable cause.

## 8. Completion payments

Some banks may withhold funds coming in or out of the account. For example, completion monies coming in from the solicitor's bank account (acting for your buyer or seller) may be withheld before the payment is released to us or by TMT's bank account when the payment is received. The funds may be withheld delaying completion until further information is provided to the relevant bank. We will endeavour to act promptly to rectify the situation, but we cannot accept liability for any losses you suffer in connection with delays in receiving payments (including completion funds) which occur as a result of the actions taken by banks.

## 9. Payment of interest

As part of carrying out your instructions to us we may need to hold your money in our client account. In holding client's money, we have an obligation to pay interest on that money at a fair and reasonable rate.

We aim to account to you for interest at a reasonable rate of interest, however, as the holding of your funds is incidental to the carrying out of your legal instructions, the rate is unlikely to be as high as the rate you may be able to obtain when depositing the money with your bank. Any money received on your behalf will be held in our firm's client account. Money held by us (and accrued interest or fair sums in lieu of interest) may be taken by us in payment or part payment of our invoices or expenses paid on your behalf, whether overdue or related to the subject matter of the invoice or disbursement or not. This will include invoices, expenses and monies held for or on behalf of persons or entities associated with you or in which you have an interest, unless specifically excluded in writing.

Subject to certain **minimum amounts** and **periods of time** interest will be calculated and paid to you at the rate from time to time payable on our Client Account. The period for which interest will be paid will normally run from the date(s) on which funds are received by us, until the date(s) that cheque(s) are issued. Any interest accrued will only be paid to you provided the interest received by the firms' bank is in excess of £20 (**minimum amount**). We will not pay out any interest for any monies held in our client account under 10 working days (**period of time**).

All monies held by us for you will be deposited with a bank or banks that we consider to be reputable. However, we cannot guarantee the security of money held in our client bank



account(s) against the risk of losses arising from the failure or default of any bank. If any bank should fail to remit such money to you, to us or to a third party on your behalf, we will have no liability to make good any shortfall or to otherwise compensate you for any loss arising as a result, unless we acted in breach of our contractual or other duties to you when choosing our bank(s). In that case, our aggregate liability to you and any other person who suffer loss as a result of the failure of any bank to remit money held for you shall be limited to a maximum of £2 million.

## **10. Costs**

We have agreed an estimated fee with you in accordance with our estimate. Disbursements and VAT are payable in addition to that amount.

We will send you a receipted invoice on completion and this will be included in our Completion Statement and deducted on the Completion Date from the balance held on your client account. Where monies are required from you to complete, these must be cleared into our account no later than one working day prior to completion.

Our final bill is payable either on completion of the matter or within 7 days of delivery, whichever is the sooner. We reserve the right to charge you interest on unpaid bills at 5% over HSBC Bank Base Rate per year, from 7 days after the delivery of our bill. If someone else has agreed to pay our fees and expenses, but does not do so, you are still responsible for them.

For property related matters, if you are obtaining funding from a mortgage lender, we will ask for the loan advance in cleared funds one working day before the completion date. This will enable us to ensure that the necessary funds are available in time for completion. The lender may charge interest from the date of issue of their loan or the telegraphing of the payment. For more information on these charges please contact the lender directly.

The Disbursements listed in our estimated are not fixed and are set by third parties e.g. HMRC, Land Registry etc. From time to time these third parties amend their pricing, offer incentives or remove incentives e.g. first-time buyer stamp duty relief. TMT Legal Services will advise you in writing if between the Client Care Letter and the completion/ registration of your property (in the case of a purchase) there is a price adjustment. We will provide you with as much notice as possible.

We will add a Contingency Fee of £25 (or £50 in respect of a new build purchase) to your Completion Statement to allow for any additional post completion disbursements. The reason for this contingency is due to the Land Registry's backlog in completing registrations and this will allow us to do any additional searches on your title whilst this is taking place without needing to contact you for further funds. This sum, or any balance, will be returned to you after the registration is completed.

## **11. Non-payment of Costs**

We consider it within TMT's legitimate interest to pass on relevant information to debt collection agencies to recover debt. TMT Legal Services therefore reserves the right to pass any relevant information such as your name and contact details to debt collection agencies

for any non-payment of our Costs. Your details will be held by the agency for as long as their file is open plus 6 years after the case has been closed.

Any estimate will not be fixed and will be based on the current information we have. Various factors may increase the estimate and/or our hourly rate such as: - particular urgency, greater complexity, increased postal cost i.e. recorded/special/courier delivery, travel costs, more work required than expected, unsocial hours of working, the value and /or monetary importance of the subject matter involved.

We reserve the right to stop acting for you if you fail to pay any of our fees or disbursements when requested by us.

## **12. Additional disbursements**

It may be necessary for us to incur additional disbursements for example additional searches may be required on a property purchase or an asset search on a probate matter. We will only be able to advise you of additional disbursements once they become known to us.

## **13. Professional Indemnity insurance**

We have professional indemnity insurance giving cover for claims against the firm. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, can be inspected at our office or made available on request.

To comply with our regulatory obligations and the terms of our professional indemnity insurance, we may disclose relevant documents and information to insurers, brokers and insurance advisers on a confidential basis. This could include details of any circumstances arising from our work for you that might give rise to a claim against us. Unless you notify us to the contrary, you agree to such disclosure by us even if the documents and information in question are confidential and/or subject to legal professional privilege.

## **14. Equality and Diversity**

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

## **15. Anti-Bribery**

We have an Anti-bribery Policy and associated procedures which apply to all our employees or third parties working on our behalf and to all our business dealings and relationships, including those with our clients.

The policy prohibits the giving of, offering, promising to give or offer, receiving or agreeing to receive, a payment, gift or transfer of anything of value, including the provision of any service, hospitality or entertainment, on our behalf, for the purpose of improperly obtaining or retaining business or for any improper purpose or business or personal advantage or with the expectation or hope that such an advantage will be obtained, or to reward an advantage already given.

The policy specifically prohibits such payments, gifts or transfers of anything of value and dealings with government officials or representatives, politicians or political parties.

We expect anyone providing services to or seeking to win business from us, to have similar policies.

A copy of our Anti-Bribery Policy is available on request. The Policy specifically excludes where we have entered into a referral agreement with an introducer whom has recommended our services to you in return for a referral fee and we have disclosed this agreement to you in our Client Care letter.

## **16. Data Protection**

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 for management purposes and statutory returns; and
- legal and regulatory compliance.

Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to disclose information to third parties such as HMRC, Land Registry and other legal advisers. You have a right of access under data protection legislation to the personal data that we hold about you.

We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information, please notify our office in writing.

A more detailed list of the purposes for which we may process personal data can be obtained from the Information Commissioner or from the website [www.ico.gov.uk](http://www.ico.gov.uk)

## **17. Use of Email**

We are able and willing to communicate with you regarding your matter/s via email. However, it is important that you take into account the following and understand the basis on which we are prepared to do so.

Email communications with you are on the basis that you accept the risks involved, including that our messages to one another could be read, changed or deleted by third parties without either your or our knowledge; there may be delay in receiving email and receipt is not guaranteed. Differences between our systems may cause text to be indecipherable or lost.

Email is not a secure means of communication and accordingly we accept no liability for any loss caused as a result of communication via email, including for breach of confidentiality.

To protect our computer system certain types of attachment may be caught in our firewall. If you wish to send attachments, please ensure they are of a size and type that will not be caught, as delay may occur in these circumstances. No liability is accepted by us in such circumstances.

There may be certain instructions from you that we will not accept from you by email e.g. we will not send our bank details nor receive your bank details by email. We will advise you accordingly in such a situation.

We make every effort to ensure that we do not transmit viruses through the use of virus checking software and a computer firewall system. However, we do not accept liability for any loss caused by any virus transmitted to our clients' systems. Please ensure you have appropriate virus protection in place to safeguard your systems

We do not share bank details by email.

## **18. Complaints**

TMT Legal Services is committed to high quality legal advice and client care. If you are unhappy about any aspect of the service, please initially take this matter up with the lawyer acting for you.

In the event that you do not feel that this course of action is appropriate, or fully exhausted, please contact Tracey Matthews, Senior Partner, on:

- tracey.matthews@tmtlegalservices.co.uk; or
- by post to our office at 12 The Marsh, Hythe, SO45 6AL.

We have a written procedure that sets out how we handle complaints. It is available on request or you can obtain a copy direct on our website.

## **19. Storage of files**

We will keep our electronic file (except any of your papers which you ask to be returned to you) for no less than 6 years for a sale and 15 years for a purchase. We will keep the electronic file on the understanding that we have the authority to destroy it after 6 years for a sale and 15 years for a purchase after the date of the final bill we send to you for this matter. We will return any deeds to you upon completion of your matter. Files for matters that do not proceed may be destroyed immediately. If we retrieve files from storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However we may charge you for:

- time spent producing stored papers requested; and
- reading correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

## **20. External file reviews**

External firms or organisations may conduct audit or quality checks on our practice from time to time. They may wish to audit, or quality check your file and related papers for this purpose. It is a specific requirement imposed by us that these external firms or organisations fully maintain confidentiality in relation to any files and papers which are audited, or quality checked.

Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business.

## **21. Terminating your instructions**

You may end your instructions at any time by giving us notice in writing. We can keep all your papers and documents while our charges or disbursements are outstanding.

We can only decide to stop acting for you with good reason and we must give you reasonable notice.

If you or we decide that we should stop acting for you, you are liable to pay our charges and expenses up until that point. These are calculated on the basis set out in our client care letter.

## **22. Applicable Law**

Any dispute or legal issue arising from our Terms of Business will be determined by English law and will be submitted to the exclusive jurisdiction of the English courts.

## **23. Insurance advice**

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 may 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 authorised and regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk/register](http://www.fca.org.uk/register).

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Council of Licensed Conveyancers (CLC) is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers.

## **24. Future instructions**

Unless otherwise agreed, these Terms of Business will apply to all future instructions you give us on this or any other matter.