Terms of Business

TMT Legal Services LLP

TMT Legal Services LLP is a limited liability partnership 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).

VAT Number: 332 3848 07

Thank you for instructing us to act for you. It is important that you have confidence in us when you seek our assistance. We therefore aim to give you reliable high quality professional services that demonstrate a thorough knowledge of the law and a clear understanding of your needs.

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. We are authorised and regulated by the Council for Licensed Conveyancers (CLC). The Legal Ombudsman handles complaints about legal services.

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, our Client Care Letter and the disclaimer terms contained in your initial estimate, which form part of these Terms and Conditions, together constitute the entire agreement and understanding between us regarding the terms 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.

Definitions

The Firm - Any reference to 'the firm' refers to TMT Legal Services LLP.

Bankruptcy Searches – checks made against you (or any other third parties such as Giftors) at the Land Charges Register to make sure there are no existing or imminent bankruptcy proceedings against you (or the third party).

Client Care Letter - means, in relation to any Matter, the letter (or other agreement) recording the basis of our engagement;

Completion Date – the date in which ownership of the property passes from the seller to the buyer (or transferor to transferee).

Completion Statement – a document that itemises all the financial transactions including receipts and payments in respect of a transaction.

Contaminated Land – Land affected by contamination which could arise from a past use of a property or by things stored on the property in the past.

First Time Buyer – a purchaser who has not, either alone or with others, previously acquired a major interest in a dwelling or an equivalent interest in land situated anywhere in the world, regardless of the value of that interest. This includes previous acquisitions by inheritance or gift, or by financial institution on behalf of a person under an alternative finance scheme. If a property is purchased jointly, all the purchasers must meet these conditions.

Gift – refers to money given towards the deposit and/or Stamp Duty Land Tax and given with the understanding that the money does not need to be repaid and the Giftor has no rights or legal interest in the property.

Giftor – the legal term given to a person giving the Gift

Local Search – Otherwise known as "Local Authority Search" and represents a list of questions about the property which are sent to the local authority.

Matter - means any specific transaction in relation to which you ask us to provide Services whether or not it has been defined in a Client Care Letter or other agreement;

Mortgage Advance – the mortgage money when it is paid by the lender.

Searches - standard questions carried out at the beginning of the conveyancing process for buyers to find out important information about the purchase property. They include a regulated local authority search, environmental search and regulated water & drainage search. In some parts of the country there will also include more specialist searches – such as mining or radon gas searches.

Search Pack – Regulated Local Authority Search, Environmental Search and Regulated Water & Drainage Seach

Stamp Duty Land Tax - the government tax on the purchase of property. Sometimes referred to as SDLT (stamp duty land tax)

Office Copies – Otherwise known as "Office Copy entries" are certified copies of the land or charge certificate obtained from the Land Registry, confirming ownership of a property.

Title Searches – examination of public records to determine and confirm a property's legal ownership, identify any outstanding debts/charges on the property and to protect the buyer and/or mortgage lender's priority which prevents anyone else registering a charge against the property.

Services - means all services we provide to you in relation to the relevant Matter;

Conflict of Interest – means TMT Legal Services' duty to act in the best interests of two or more different clients may conflict, or TMT's own interests and those of an individual/joint client may conflict or conflict with any instructions to act for a mortgage lender.

Legal Compliance Solutions LLP or "LC": means Legal Compliance Solutions LLP (Company No. OC452849), a separate, unregulated business owned by members of TMT Legal Services LLP. LC provides certain support services in connection with your matter (for example, searches) and may act as a Non-Regulated Introducer to authorised intermediaries. LC is not authorised by the CLC or the FCA and does not arrange or advise on insurance contracts. LC may receive referral fees in connection with introductions.

"CLS": means the authorised insurance intermediary to whom we may introduce you (via LC) for indemnity policies. CLS arranges any such policies; neither TMT Legal Services LLP nor LC arrange or advise on insurance contracts.

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;
- notify us promptly of any changes or additions to instructions, information and materials previously provided by you or on your behalf;
- not deliberately mislead us;
- co-operate with us;
- make payment for our fees, disbursements and expenses promptly and when required;
- treat our staff with respect and not to act towards them in a manner that is anti-social, abusive, aggressive or violent;
- notify us before we are asked to carry out any work on your behalf, if you are bankrupt or have entered into a legal arrangement to deal with your debts; and
- provide us with a secure email address, where possible and check it regularly; and if communicating with us by email, to operate a good email security policy including keeping a strong password in operation and inform us immediately if your email account has been compromised or hacked or there has been any fraud, attempted fraud and cease to use that email account.

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 the Matter, 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, Inheritance Tax, Capital Gains Tax and Self Assessment Tax.

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 any 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.

Contaminated Land - We will not advise you about any issues relating to the possible contamination of any land which may be relevant to your property purchase. We are not qualified to advise on the results of any search made in that respect and would only be able to report to you the actual results of such a search.

Planning in property transactions - We will not advise you on the planning implications of your proposed purchase, unless specifically requested to do so by you, otherwise than by reporting to you on any relevant information provided by the results of the Local Search.

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)].

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 £3 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 LLP Member, 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 £3 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 £3 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").

a. 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.

b. Political Exposure

We are required to consider any political connections that may require investigation to safeguard against abuse of office. We will make our own checks in this regard. You must let us know immediately if you, any family member or a close business associate connected to you holds or will hold any prominent public office while we are acting for you.

c. Payments from Third Parties

If you provide our bank details to a third party who makes payment on your behalf, we will also need to conduct due diligence and checks on them before we can deal with those funds and you accept any associated costs.

d. 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.

e. Refusing to act

We are entitled to refuse to act for you if you fail to supply, when requested, appropriate and satisfactory proof of identity for yourself or any person you represent, as well as funds on account and clear instructions which are not in conflict with anyone else we may act for.

5. Instructions

Where we receive joint instructions, we may act for all of you if there is no conflict.

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

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

Where you have instructed us in writing that we may take instructions from a third party, we are entitled to assume that the instructions we receive from that person have been authorised by you.

If you are a director or other representative acting on behalf of a company, we are entitled to assume that the instructions we receive from you have been authorised by the company.

6. 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.

7. Acting for your lender

For property related matters, we may also be acting for your proposed/existing 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.

8. 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.

We do not arrange, facilitate or advise on mortgage offers or bridging loans. We will set out the terms to you but we do not give financial advice on products nor search any market as this is the role of a financial/mortgage adviser. Prior to exchanging contracts you must ensure you have any finance lending you require in place and ensure that before giving us authority to exchange contracts that we have received a copy of your mortgage offer/bridging loan.

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.

9. Leasehold Apportionments and Limitation of Liability

a. Leasehold Outgoings

In leasehold transactions, outgoings such as ground rent, service charges, buildings insurance, and other sums payable under the lease or demanded by the landlord or managing agents are typically apportioned between the seller and the buyer as at the date of completion.

We will seek to ensure that appropriate apportionments are made based on the information provided by the seller, their solicitors, and/or the managing agents. However, we are not under any duty to verify the accuracy or completeness of this information.

b. Limitation of Our Responsibility

We do not accept responsibility for:

- Any outstanding or unpaid ground rent, service charges, buildings insurance premiums, or other leasehold outgoings which relate to the seller's period of ownership but which are not disclosed or collected at completion;
- Any arrears or demands raised after completion relating to the seller's ownership period;
- Any apportionments which later prove to be incorrect due to inaccurate or incomplete information provided by third parties.
- We do not undertake to obtain final or closing statements from landlords or managing agents unless specifically instructed and agreed as part of our retainer.

c. Client Acknowledgement and Responsibility

It is your responsibility to review the lease, service charge accounts, and other management information provided in the course of the transaction, and to raise any queries prior to exchange of contracts. If you require specific undertakings, retentions or indemnities to be put in place in relation to leasehold outgoings, you must instruct us to do so in writing and in good time before completion.

We will not be liable for any financial loss you may suffer as a result of post-completion demands for leasehold outgoings that relate to the period prior to completion, unless such liability arises due to our proven negligence.

10. Completion payments

Some banks may withhold funds coming in or out of the account. For example, completion monies coming in from the lawyer'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 and security protocol taken by banks.

11. 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 funds are released. Any interest accrued will only be paid to you provided the interest received by the firms' bank is in excess of £50 (**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 £3 million.

12. 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 have also provided you with our Property Additional Fees Sheet which may become applicable during the course of your transaction.

The provision of figures (orally or in writing) from time to time for the likely cost of a piece of work is an estimate only unless we state clearly that it is a quotation. Provision of an estimate does not constitute a contract to carry out the work at that cost.

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 Mortgage 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.

Disbursements, Third-Party Services and Referral Arrangements

Disbursements listed in our estimates are set by third parties such as HMRC, Land Registry and the Probate Registry, and may change during your matter. Standard disbursements may include searches, office copies, bankruptcy searches and title searches, which will be itemised in your initial estimate.

These third parties may periodically adjust their fees, introduce incentives, or remove existing incentives—for example, the First Time Buyer Stamp Duty Relief. Should any such price changes occur between the issue of your Client Care Letter and the completion or registration of your property (in the case of a purchase), TMT Legal Services will inform you in writing and provide as much notice as possible.

We use Legal Compliance Solutions LLP ("LC"), a separate business owned by members of TMT Legal Services LLP, to provide many of the services listed above. LC is unregulated but operates to the same standards of confidentiality and professionalism as our firm. LC may also introduce you to third-party providers, such as removal companies or surveyors, and in some cases may receive a referral fee or other financial benefit.

You are under no obligation to use LC or any recommended third parties. You remain free to make your own arrangements at any time. If you prefer us not to instruct LC on your behalf, please notify us in writing before funds are sent.

Indemnity Policies

In some matters it may become necessary, after enquiries have been raised, to obtain indemnity policies. These are not included in your initial estimate, as their necessity and cost cannot be determined until later in the process. We will notify you as soon as reasonably possible if such a policy is required.

Indemnity policies are provided through CLS, an authorised intermediary. TMT Legal Services staff may facilitate access to CLS's platform (via LC) to place an order for convenience, but CLS remains the arranging intermediary. Neither TMT Legal Services nor LC arrange or advise on insurance contracts.

Where appropriate, we may provide you with details of more than one possible policy or provider, unless only one is available or suitable, in which case we will explain why.

Searches

The disbursement for the Search Pack supplied via LC in conveyancing matters covers the cost of obtaining personal/regulated searches, which are typically sufficient for most mortgage lenders. LC can also obtain official searches if required.

If your mortgage lender requires official searches instead of personal/regulated searches, LC can facilitate access to these via the relevant provider. This may increase the Search Pack cost; we will notify you and discuss options.

Contingency Fee

We will add a Contingency Fee of £25 (or £75 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.

13. Sellers Ready Pack – Third-Party Preparation

We may recommend that a Seller Information Pack ("Pack") be prepared at the outset of your transaction. This Pack will be digital and typically includes property searches and related documents required to progress your sale efficiently.

The Pack is prepared by Legal Conveyance Ltd (LC), a company which operates as an independent supplier of conveyancing support services. LC is owned by the same directors as TMT Legal Services Ltd ("TMT").

TMT remains responsible for advising you on the contents of the Pack and for all legal work connected to your transaction. LC's role is limited to obtaining search results and collating the Pack.

When you authorise TMT to order the Pack, funds held on account will be applied to pay LC's charges and any third-party disbursements relating to the Pack.

While TMT reviews and relies on the information provided, certain elements—such as local authority searches and third-party data—are outside TMT's control. TMT cannot be held liable for errors or omissions in third-party data sources but will assist you in resolving any issues that arise.

14. 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.

15. Timescales

The timescale for each matter will be provided in our Client Care Letter. In certain cases, e.g. probate matters, it may be too early to give an accurate timescale for the matter. If Court/Tribunal proceedings are issued, the timescale will be governed by the Court/Tribunal timetable. We will keep you informed as to progress.

16. 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.

17. 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.

18. Anti-Bribery

We have an Anti-bribery and Corruption 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.

19. 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 as well as service providers. 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

20. 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.

21. 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 us on:

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

If we cannot resolve your complaint, you may refer it to the Legal Ombudsman, PO Box 6167, Slough, SL1 0EH, enquiries@legalombudsman.org.uk, 0300 555 0333. You normally must refer your complaint within six months of our final response and within the Ombudsman's time limits (see their website for current time limits).

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.

22. Papers and Documents

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. 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;
- reading correspondence or other work necessary to comply with your instructions in relation to the retrieved papers; and
- copying any documentation and postage.

We are entitled to keep all your papers and documents (including any held electronically) until our final bill is paid. Generally, you may then collect your papers unless, e.g. your lender has told us to keep them.

We will process your data for the duration of the matter and thereafter will retain the data relating to the specific matter, including the personal data within it in accordance with our Privacy Policy.

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, regulatory or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

Any hard copy files for matters that do not proceed may be destroyed immediately.

We may charge you if you ask for any retrieval from our safe such as Wills and Lasting Powers of Attorney based on the time spent to deal with your query. We may charge you if additional copies are required.

23. 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.

24. Terminating your instructions

You may end your instructions at any time by giving us notice in writing.

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.

25. 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.

26. Future instructions

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