Terms of Business

TMT Legal Services LLP

Version 3.0 | Effective 17 June 2026

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 for Licensed Conveyancers (CLC): Licence 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.

We are authorised and regulated by the Council for Licensed Conveyancers (CLC). The Legal Ombudsman handles complaints about legal services.

This document, our Client Care Letter and the disclaimer terms contained in your initial estimate together constitute the entire agreement and understanding between us regarding the terms upon which we propose to act for you in this matter. Although your continuing instructions will amount to acceptance of these Terms, we ask that you sign, date and return one copy of our Client Care Letter.

Definitions

The following terms are used throughout these Terms of Business:

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.

Client Care Letter – the letter (or other agreement) recording the basis of our engagement in relation to any Matter.

Completion Date – the date on 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 equivalent interest in land situated anywhere in the world, regardless of value. This includes previous acquisitions by inheritance, gift, or by a financial institution on behalf of a person under an alternative finance scheme. All joint purchasers must meet these conditions.

Gift – money given towards the deposit and/or Stamp Duty Land Tax with the understanding that it 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 a Local Authority Search — a list of questions about the property sent to the local authority.

Matter – any specific transaction in relation to which you ask us to provide Services, whether or not defined in a Client Care Letter or other agreement.

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

Searches – standard enquiries carried out at the beginning of the conveyancing process to find out important information about the purchase property, including a regulated local authority search, environmental search and regulated water and drainage search.

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

Stamp Duty Land Tax (SDLT) – the government tax on the purchase of property.

Office Copies – certified copies of the land or charge certificate obtained from the Land Registry, confirming ownership of a property.

Services – all services we provide to you in relation to the relevant Matter.

Conflict of Interest – a situation where 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 a client may conflict, including any instructions to act for a mortgage lender.

Trident Group – Trident Property Group Limited (an unregulated company owned by the members of TMT Legal Services LLP, providing support services including search sourcing) and Trident Investment Group Limited trading as Trident Mortgages (an Appointed Representative of The Dragon Network Limited, authorised and regulated by the FCA, providing mortgage and protection advice). Each entity operates as a separate legal business.

CLS – the authorised insurance intermediary to whom we may introduce you (via Trident Property Group Limited) for indemnity policies. Neither TMT Legal Services LLP nor Trident Property Group Ltd arrange or advise on insurance contracts.

Service Standards

We aim to provide you with high standards of service at all times and are 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
- update you on whether the likely outcomes still justify the likely costs and risks 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 to instructions or information previously provided
- not deliberately mislead us
- co-operate with us
- make payment for our fees, disbursements and expenses promptly when required
- treat our staff with respect and not act in a manner that is anti-social, abusive, aggressive or violent
- notify us before we carry out any work on your behalf if you are bankrupt or have entered into a legal arrangement to deal with your debts
- provide us with a secure email address and inform us immediately if your email account has been compromised or hacked

Service levels and communication

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

Service Exclusions

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

Tax — General

General tax advice is specifically excluded from the Matter. We do not advise on Capital Gains Tax, Inheritance Tax, Income Tax, Self Assessment, or any other tax matters arising from or connected to your transaction. You should consult a qualified tax adviser on any such issues. We can recommend a tax adviser to you if required.

Stamp Duty Land Tax (SDLT) — Scope and Limitation of Liability

> Important: Under the Finance Act 2026, conveyancers who file SDLT returns on behalf of clients are classified as tax advisers for the purposes of that Act. However, this registration relates solely to the administrative filing of SDLT returns as an incidental part of our conveyancing retainer. It does not mean that we provide tax advice, tax planning, or tax consultancy of any kind.

As part of our conveyancing retainer, we will prepare and submit your SDLT return to HMRC on your behalf. We do so solely on the basis of information provided by you and confirmed in the transaction documents. Our liability in connection with SDLT is strictly limited as follows:

- We will apply the standard SDLT rates applicable to the transaction type as disclosed to us. We will apply straightforward reliefs where it is clear from the information provided that they apply — for example, First Time Buyer Relief where you have confirmed your first time buyer status in writing.
- We do not advise on SDLT planning, optimisation, or mitigation strategies. We do not advise on the availability, scope, or application of complex SDLT reliefs or exemptions, including but not limited to: Multiple Dwellings Relief, mixed-use or non-residential rate claims, higher rates for additional dwellings (where the position is not clear-cut), linked transaction analysis, annex or subsidiary dwelling exemptions, or any relief where the correct treatment depends on legal or factual analysis beyond the transaction documents.
- If you believe a relief or exemption may apply to your transaction, or if your circumstances are in any way complex, unusual, or involve multiple transactions, you must obtain independent specialist tax advice before exchange of contracts. We cannot advise on whether a relief applies and we will not be liable for any SDLT underpayment, surcharge, penalty, or interest arising from a failure to obtain such advice.
- We are not liable for any SDLT liability, penalty, interest, or surcharge arising from inaccurate, incomplete, or misleading information provided by you, the seller, or any other party to the transaction.
- We are not liable for any change in SDLT rates, thresholds, or reliefs announced or implemented after the date on which we provide you with an SDLT estimate. You should check the current position with a tax adviser if there is any material delay between instruction and completion.

If you are in any doubt about your SDLT position, please raise this with us at the outset. We will tell you if we consider your circumstances require specialist tax advice. By proceeding with your transaction without obtaining specialist tax advice where we have recommended it, you accept responsibility for any resulting SDLT consequences.

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 or 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, save for any part requiring specific legal comment. If you are in any doubt, you should consult a surveyor, structural engineer or other appropriate expert. 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 that Act 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 and Contaminated Land

We will carry out an environmental search for a residential purchase unless you have no lender and instruct us in writing not to. We will supply copies of any search to you and your lender but will not make any comment on or attempt to interpret the results. We are not qualified to advise on contamination issues and would only be able to report to you the actual results of any such search.

Planning

We will not advise you on the planning implications of your proposed purchase, unless specifically requested, otherwise than by reporting on any relevant information provided by the Local Search results.

Insurance Distribution Activity

This firm is not authorised by the Financial Conduct Authority. However, we are included on the FCA register to carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business is regulated by the CLC. You can check the register at the FCA website.

Our advice may not be used or relied on for any other purpose or by any other person without our express prior written agreement. We may transfer our rights and obligations under these Terms to another organisation and will notify you in writing if this happens. Unless expressly stated, the Contracts (Rights of Third Parties) Act 1999 shall not apply to the retainer.

Limit of Liability

> Our maximum liability to you is limited to £2,000,000, being the full limit of our professional indemnity insurance cover. We strongly recommend that you consider whether you require additional protection for any transaction where your potential loss may exceed this amount.

Our liability to you in this matter shall be limited to £2 million, being the limit of our professional indemnity insurance cover. 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 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 £2 million.
- This overall limit applies whether the mistake affects just one piece of work 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 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.
- 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.
- 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.

Anti-Money Laundering

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

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. We employ digital applications to authenticate identity through a mobile phone app, incorporating 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.

Political Exposure

You must let us know immediately if you, any family member or a close business associate holds or will hold any prominent public office while we are acting for you.

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 on them before we can deal with those funds.

Source of Wealth and Funds

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

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 such a disclosure, we may not be able to tell you that it has been made and may have to stop working on your matter for a period of time without being able to tell you why.

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

Confidentiality

We are under a professional and legal obligation to keep details of your case confidential, subject to statutory exceptions including the money laundering legislation. 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 to us using these methods of communication.

We outsource the provision of IT support, administration operations, and some typing and documentation production. Our agreements with suppliers are subject to confidentiality requirements to protect your information.

Acting for Your Lender

For property related matters, we may also be acting for your proposed or existing lender. This means we have a duty to make full disclosure to your lender of all relevant facts relating to you, your transaction and mortgage. 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.

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 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 not to accept cash payments from clients. Where we have to pay money to you, it will be paid by bank transfer.

> We will never notify changes to our bank account details by email. If you receive any communication purporting to change our bank details, treat it as suspicious and contact us immediately by telephone to verify.

We do not arrange, facilitate or advise on mortgage offers or bridging loans. Prior to exchanging contracts you must ensure you have any finance lending you require in place and that we have received a copy of your mortgage offer or bridging loan before giving us authority to exchange contracts.

Leasehold Apportionments and Limitation of Liability

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, but we are not under any duty to verify the accuracy or completeness of that information.

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.

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.

Escalating Ground Rent

> Where a lease contains an escalating ground rent (that is, a ground rent which increases over time by reference to a formula, index, or fixed percentage), we will bring this to your attention in our Report on Title. We strongly recommend that you obtain independent valuation advice on the impact of any escalating ground rent on the current and future value and mortgageability of the property before you exchange contracts. We are not qualified to advise on valuation matters and our advice on this point is legal in nature only. If you choose to proceed without obtaining such independent advice, you do so at your own risk.

Completion Payments

Some banks may withhold funds coming in or out of the account. Completion monies 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 which occur as a result of the actions and security protocols taken by banks.

Payment of Interest

As part of carrying out your instructions we may need to hold your money in our client account. We have an obligation to pay interest on that money at a fair and reasonable rate. Any interest accrued will only be paid to you provided the interest received by the firm's bank exceeds £50 (the Minimum Amount). We will not pay out interest for monies held in our client account for under 10 working days.

All monies held by us will be deposited with a bank or banks that we consider to be reputable. We cannot guarantee the security of money against the risk of losses arising from the failure or default of any bank. Our aggregate liability to you in respect of the failure of any bank to remit money held for you shall be limited to a maximum of £2 million.

Costs

We have agreed an estimated fee with you in accordance with our estimate. Our legal fees are subject to VAT at the prevailing rate. Disbursements are payable in addition to our legal fees.

VAT on Disbursements

> Please note: Following HMRC guidance effective from 7 May 2026, certain disbursements that we pay on your behalf are now subject to VAT at the standard rate (currently 20%). VAT on these items will be shown separately on your invoice and is payable by you in addition to the disbursement amount itself.

Disbursements which currently attract VAT include, but may not be limited to:

- Conveyancing search fees (including regulated local authority searches, environmental searches, water and drainage searches, and any other search fees)
- Official copy entries (Land Registry office copies)
- OS1 (official search of whole) fees
- Bankruptcy search fees
- Bank transfer / CHAPS fees

Disbursements which do not attract VAT (and are passed to you at cost) include Land Registry registration fees and Stamp Duty Land Tax. The VAT treatment of disbursements is determined by HMRC guidance and may change from time to time. We will always apply the correct VAT treatment as required at the time of your transaction. If you have any questions about the VAT position on a specific disbursement, please ask us before incurring the cost.

The provision of figures 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.

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.

Disbursements, Searches and Connected Companies

TMT Legal Services LLP may, to help streamline your matter, utilise or introduce you to services provided by companies within the Trident Group. Such services may include property searches, indemnity policy facilitation, survey and valuation introductions, removals, snagging inspections, and other services connected with property transactions. You are under no obligation to use any service provided or introduced by the Trident Group and remain free to make alternative arrangements.

Searches

We ordinarily obtain conveyancing searches through Trident Property Group Limited, which sources regulated (personal) and official searches from third-party providers. The search fee quoted to you includes sourcing and administration costs and may include a profit element retained by Trident Property Group Limited. Regulated searches are widely used within the conveyancing industry and are accepted by the majority of mortgage lenders. If you would prefer official local authority searches, you must notify us in writing at the outset.

Indemnity Policies

In some matters it may become necessary to obtain indemnity policies, which are not included in your initial estimate. We will notify you as soon as reasonably possible if such a policy is required. Policies are arranged through an authorised insurance intermediary and Trident Property Group Limited may facilitate access to such intermediaries and may receive a commission in connection with policies placed.

Mortgage Services

If you require mortgage or related protection advice, we may introduce you to Trident Investment Group Limited trading as Trident Mortgages, an Appointed Representative of The Dragon Network Limited (authorised and regulated by the FCA). Trident Investment Group Limited is owned by the same members as TMT Legal Services LLP. No referral fee is paid between TMT Legal Services LLP and Trident Investment Group Limited in respect of such introductions. You are under no obligation to use Trident Mortgages.

Contingency Fee

We will add a Contingency Fee to your Completion Statement to allow for any additional post-completion disbursements. The reason for this is the Land Registry's backlog in completing registrations. This sum, or any balance, will be returned to you after registration is completed.

Non-Payment of Costs

TMT Legal Services 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.

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

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. We will keep you informed as to progress.

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. Unless you notify us to the contrary, you agree to such disclosure even if the documents and information in question are confidential and/or subject to legal professional privilege.

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.

Anti-Bribery

We have an Anti-Bribery and Corruption Policy which applies to all our employees or third parties working on our behalf. The policy prohibits the giving or receiving of payments, gifts or other advantages for the purpose of improperly obtaining or retaining business. The policy specifically excludes referral agreements with introducers where the referral fee has been disclosed to you in our Client Care Letter. A copy of our Anti-Bribery Policy is available on request.

Financial Interests and Transparency

TMT Legal Services LLP is committed to acting in your best interests at all times. Because TMT Legal Services LLP and the Trident Group share common ownership, financial benefits may arise where services are provided or referrals are made between these entities. We confirm that:

- Any recommendation or referral is made on the basis of suitability and service standards.
- Our legal advice is not affected by any financial interest in connected companies.
- You remain free to obtain services from alternative providers at any time.

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 UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, 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.

A more detailed list of the purposes for which we may process personal data can be obtained from the Information Commissioner or at www.ico.gov.uk.

Use of Email

We are able and willing to communicate with you via email. However, email is not a secure means of communication and accordingly we accept no liability for any loss caused as a result, including for breach of confidentiality.

We do not include our bank account details in the body of emails or as email attachments. Where we need to provide you with our bank details, we do so via a secure client portal (currently LawConnect), which you will access via a link sent to your registered email address. You should only act on bank details received through this secure portal. If you receive bank details by any other means — including in the body of an email, by text message, or by telephone — you must contact us immediately to verify before making any payment. We will never ask you to change payment details at short notice or under time pressure.

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. If you do not feel that this is appropriate or has been fully exhausted, please contact us at:

- compliance@tmtlegalservices.co.uk
- By post: 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.

Papers and Documents

We will keep our electronic file for no less than 6 years for a sale and 15 years for a purchase from the date of the final bill. We will return any deeds to you upon completion. We are entitled to keep all your papers and documents (including any held electronically) until our final bill is paid.

We will process your data for the duration of the matter and thereafter will retain it in accordance with our Privacy Policy and applicable legal, accounting and regulatory requirements.

External File Reviews

External firms or organisations may conduct audit or quality checks on our practice from time to time and may wish to review your file. It is a specific requirement that these organisations maintain full confidentiality in relation to any files reviewed. Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business.

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 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.

Applicable Law

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

Future Instructions

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