

E.A. NEARY LIMITED

Terms of Engagement

1	Introduction
1.1	We are pleased to accept instructions to act on your behalf. The purpose of this document is to confirm our appointment, to set out the basis on which we charge, and to supply other relevant information.
1.2	We appreciate that this Terms of Business is quite long, but it is important that you read it thoroughly. If you would like further clarification on anything at any stage, please do not hesitate to contact us.
1.3	We aim to offer our clients high quality legal advice with a personal and approachable service at a fair cost. As a start, we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services.
1.4	Unless we advise you otherwise, these Terms of Business apply to all instructions that you give us, to include any future instructions.
2	What you want us to do
2.1	We will act for you for the purposes stated in the attached letter. Please read this very carefully as it is very important that you understand the scope of our services. Please pay particular attention to any excluded items. If there is anything you do not understand, then please ask us.
3	People responsible for your work
3.1	The person who has signed the attached letter is responsible for your matter. Their status within the firm is also stated, as is the name of their supervisor. The Firm makes every effort to avoid changing the people who deal with your matter as we know that this is unsettling for clients and that it can lead to discontinuity. However, there may be times when we cannot avoid this, for example sickness or holidays. If this happens we will let you know, with the name and status of the new person, as soon as we can.
4	Our responsibilities to you
4.1	These are our responsibilities to you. We promise that we will <ul style="list-style-type: none">• update you regularly by telephone or in writing with progress on your matter

	<ul style="list-style-type: none"> • be realistic and honest about what we can and cannot achieve • update you on the costs of your matter (if applicable) • update you on the likely timescales for each stage and any changes • consult you on strategy even if there appears to be only one realistic option • not assume anything
5	Your responsibilities to us
5.1	<p>You must</p> <ul style="list-style-type: none"> • give us clear, timely and accurate instructions and provide us with important information as soon as possible • ask us if you do not understand anything, we are always pleased to explain; • bring all documents with you to meetings • advise us immediately of any changes in your circumstances or in your contact details • give us written consent to deal with any intermediary, such as a mortgage broker or adviser • consider carefully and act upon the advice we give
6	Levels of service
6.1	<p>In acting for you, we aim to achieve the highest possible levels of service. In particular we aim to:</p> <ul style="list-style-type: none"> • return calls within one working day. The office will normally be open from 9.30 am to 5.00pm Monday to Friday. At other times please leave a message on the office voicemail • reply to letters and emails within two working days unless we need information from a third party. We generally reply using email where possible as this makes for faster communication. We do not encrypt messages. We are not responsible for the security of email • communicate with you in plain English, explaining all legal terms • consider the options with you and advise you which we consider the best for you • complete your transaction as soon as possible. If matters outside our control (including banking failures) cause delay, we are not responsible for such delays or for any losses incurred • encourage equality of opportunity and respect for diversity in all our dealing with clients, third parties and employees. If you would like a copy of our written policy, please ask us
6.2	<p>When we undertake searches against a property, these are specific to that property. They will not disclose matters that affect neighbouring or adjoining properties, or the wider area, that might nonetheless be relevant to you, for example a planning application. If you are concerned about this, please advise us: we may be able to make wider enquiries but that would be at additional cost. We can provide a quote on request. We are not responsible for</p>

	matters affecting adjoining or neighbouring property, or the wider area.
7	How we will charge for our work
7.1	You must not assume that an initial interview is free unless we specifically agree this with you in writing.
7.2	There are a number of ways of funding your case. We set out the options below. We have discussed these with you and we advise in accordance with the attached letter.
7.3	In fixed fee cases, we have agreed to carry out the work for the fees quoted in the attached letter, although we reserve the right to review this if significant unexpected complications arise. We will advise you as soon as possible if this occurs and why and we will not carry out any additional work without your consent. If you elect not to carry out the work we will charge you for everything we have done so far, pro-rata to the stage reached, with VAT and all expenses incurred.
7.4	If we have agreed an hourly rate basis of charge, the hourly rates concerned are set out in the attached letter. We will advise you as and when these change. We charge routine letters sent and telephone calls at 6 minute units of time (unless they are long) and letters received at 3 minute units. It is difficult to give an accurate estimate of the likely total cost at the outset because there are so many variables, but we set out our best current estimate in the attached letter. If this changes, we will advise you and why.
7.5	<p>There may be circumstances when you may be responsible for other costs. For example:</p> <ul style="list-style-type: none"> • In a conveyancing transaction you exchange contracts and then do not complete, or in a leasehold transaction there may be landlord's or landlord's agent's costs to pay. We usually will not know this until we have obtained information from the landlord and so in a leasehold case you must not assume that the attached costs estimate is necessarily complete. • In litigation the unsuccessful party is almost always responsible for paying the costs of the successful party. Part of our role is to advise you on the likely level of costs and to consider the risks of having to pay somebody else's costs, and the amount of them. We can never guarantee that you will be successful: we will advise you on the prospects for success, but you must understand that the outcome of litigation is not our decision. The Courts commonly encourage mediation and compromise, and failure to do so may well lead to adverse costs orders.
7.6	It is our normal practice to request payment on account of our costs and expenses to be incurred. We will hold any such money in our client account and will apply it to our costs and expenses. You specifically consent to this. We reserve the right to ask you for more money, and we will tell you when we would like further money on account.
7.7	In conveyancing cases we will invoice shortly before completion. In other cases, except

	where the matter is not expected to last more than two months, we normally send interim invoices on a bimonthly basis. If a payment on account exceeds the amount of an invoice, we will retain the balance against future charges. However, we may request a further payment on account. All invoices are due for payment by you on delivery.
7.8	If we have agreed alternative payment terms with you, we will write to you with details of them.
7.9	We are entitled to hold onto any papers until our invoice is paid. We can also charge interest on all, or part of, an unpaid invoice, currently at 8% per year, starting from the date that is 7 days after delivery of it.
7.10	Where we are buying something for you, for example a property or a business, we will need cleared funds from you in our client account for both the purchase price and all charges in time for completion. We do not accept more than £500 cash from clients on any one transaction. Please make payments by bank transfer to our client account: we will give you the details. If you pay by cheque, you must allow at least four clear working days for the cheque to clear, so for example a cheque delivered to us no later than noon on Monday will not clear until the following Monday. We do not accept cheques drawn by third parties.
7.11	If we hold money on your behalf and we have sent you an invoice, we will deduct our charges and expenses from that money.
7.12	You may terminate your instructions to us in writing at any time in which case we will charge you in accordance with the above. You will also be responsible for paying any expenses incurred, with VAT if appropriate.
7.13	We in turn have the right to stop acting for you if we have serious differences over basic matters, if a potential or actual conflict of interest arises, if you do not pay our invoice, or we have some other reasonable justification. Termination of our representation does not affect your responsibility to pay our fees and expenses incurred up to the time of termination. We will not terminate instructions without reasonable cause, and only on reasonable notice. If we do this we will suggest other firms to you.
7.14	If your transaction does not complete then we will charge on a pro-rata basis depending on what stage of the transaction has been reached.
7.15	If you have any query about our fees or about an invoice, please contact the person dealing with your matter, or their supervisor, straight away.
7.16	You are entitled to object to our invoice through our Complaints Procedure and/or by asking a court to assess the bill under Part III of the Solicitors Act 1974, however we cannot act for you in this and also the court will expect you to pay a fee for this service. There are also strict time limits for bringing this sort of action, set out on the reverse of our invoice. If, following a complaint to us, you are not happy with our conclusions you can refer the matter to the Legal Ombudsman. This is a free to you service. The address is given below at section 18.3. You must bring your complaint within six months of our final determination.

8	Client money
8.1	We have a written policy on payment of interest, in accordance with the SRA Accounts Rules 2019. Our client account is designed to facilitate client transactions: it is not a private banking facility and we will not permit it to be used as such. Therefore, even if interest is payable, you will not receive as much as if you had invested the funds yourself.
8.2	We will pay you (and nobody else) any sums owing to you at the end of the transaction electronically to your UK bank account. We will not pay third parties (e.g. credit card bills). We do not make cash payments under any circumstances.
8.3	We are not liable to repay money lost or delayed through a banking failure or to pay any compensation in respect of any such failure.
9	Legal Indemnity Insurance
9.1	Sometimes we need to obtain legal and or property indemnity insurance (e.g. defective title insurance). We select legal and property indemnity insurance products from a range of insurers. We do not receive a commission from the insurer (or anyone else) in any form, nor do we pay one. We rely on consent and contract necessity within article 6(1) UK GDPR as a lawful basis for processing and sharing your data with an insurer for this purpose.
9.2	We are not authorised by the Financial Conduct Authority. However, we are included on the Exempt Professional Firms Register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on selling and administration of insurance contracts. The Law Society regulates this part of our business including arrangements for complaints or redress if something goes wrong. The register can be accessed via the Financial Conduct Authority's website, www.fac.org.uk
9.3	The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman is the independent complaints handling service set up by the Legal Services Act 2007. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with any of those bodies and not with the Financial Conduct Authority.
10	Mortgage Advice
10.1	Property work often involves mortgages. We are not authorised by the Financial Conduct Authority and so we cannot and do not offer mortgage advice. We may refer you to someone who is authorised to provide advice. We do not receive a commission from the mortgage provider in any form, nor do we pay one.
10.2	If we are also acting for your proposed lender we have a duty to reveal fully to your lender all relevant facts about the purchase and mortgage, to include:

	<ul style="list-style-type: none"> Any differences between your mortgage application and information we receive during the transaction Any cash back payments or discount scheme that a seller is giving you Gift of whole or part of purchase monies Any information which we consider might affect the lender's decision to lend
10.3	We need your consent to disclose such information. We will raise the matter with you if appropriate. We rely on consent within article 6(1) UK GDPR as a lawful basis for processing and sharing your data with a lender for this purpose. You can withdraw your consent at any time. However, if you refuse to consent or if you withdraw your consent then we will have to cease acting for you. Withdrawing your consent does not affect the lawfulness of anything we have done prior to that.
11	Proof of Identity
11.1	We are required by law to obtain satisfactory evidence of your identity and of your address. This applies even if you are well known to us. Please bring to the office your passport or photo card driving licence (full, not provisional) and a recent utility bill clearly showing your name and address. The bill must not be more than three months old, nor can it be a mobile phone bill. If you cannot bring the documents to the office please post them to us. We are not responsible for documents lost in the post so we advise you to use Guaranteed Delivery.
11.2	If you do not have a passport or driving licence, there are other ways we can identify you. Please call us to discuss the options.
11.3	By law, we cannot proceed with your transaction until we have identified you. If you fail to produce adequate identification, we will cease acting for you.
11.4	The law requires us to be satisfied as to the source of any funds that may be received into our account or used in any transaction where we act for you. Despite the rules of confidentiality that govern solicitors, we are required to report to the authorities any circumstances which lead us to suspect that such funds may not be legitimate. For this purpose we rely on compliance with a legal obligation within article 6(1)(c) UK GDPR as a lawful basis for processing. In those circumstances we would not be permitted to inform you that we had made a report, and we could be required to take no further steps in your matter, without explanation. Naturally we are confident that this will not arise but it is important that you are aware of our obligations.
12	Confidentiality
12.1	We are under professional and legal obligations to keep your affairs private. Except as set out in this document we will not discuss your affairs with anyone else unless we have your written permission.
12.2	We use the information you provide primarily for the provision of legal services to you as

	<p>described in our client care letter and for related purposes including:</p> <ul style="list-style-type: none"> • Updating and enhancing client records • Analysis to help us manage our practice • Statutory returns, e.g. for applications for public funding, Stamp Duty Land Tax return to HMRC • Legal and regulatory compliance
12.3	<p>Our use of that information is subject to your instructions, the Data Protection Act 2018 and our duty of confidentiality. Our work for you may require us to give information to third parties such as lenders. Under data protection legislation, you have a right of access (as well as other rights) to the personal data that we hold about you. Please refer to our Privacy Notice, copy enclosed. If you have any queries, please ask.</p>
12.4	<p>On some transactions, usually property and business matters, we will need to submit an online Stamp Duty Land Tax return on your behalf. We rely on legal obligation within article 6(1)(c) UK GDPR as a legal basis of processing this information.</p>
13	<p>Tax advice</p>
13.1	<p>Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns, please raise them with us immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly and of the likely additional cost. If we cannot, we may be able to identify a source of assistance for you. We cannot advise on Stamp Duty Land Tax savings or avoidance schemes and we will not become involved in such matters under any circumstances. Unless our scope of work as described in the accompanying letter specifically includes tax advice, we will not advise you on the tax implications of a matter or the likelihood of them arising and you must obtain independent taxation advice from someone qualified to give it.</p>
14	<p>Conveyancing Quality Scheme and other accreditations</p>
14.1	<p>We are accredited under the Law Society's Lexcel and Conveyancing Quality Scheme (CQS) quality standard accreditations. As a result, we are or may become subject to periodic review by outside Consultants and Assessors, all of whom are bound to strict confidentiality. This could mean that your file is selected for review. We need your consent for this. Please indicate on the enclosed consent form whether or not you agree to your file being inspected.</p>
15	<p>Termination</p>
15.1	<p>You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing. We are entitled not to</p>

	release your papers to you until we are paid in full.
15.2	If we decide to stop acting for you we will only do this with good reason and on giving you reasonable written notice. We will suggest alternative providers.
16	Provision of Services Regulations 2009
16.1	These regulations require us to give certain additional information to you. Our postal address, fax number, email address and telephone number are set out on the attached letter and on our website at www.eaneary.com . This firm is a limited company registered in England & Wales number 07899720. We are Solicitors in England and Wales, authorised and regulated by the Solicitors Regulation Authority. Our SRA number is 566720. Our VAT number is 190566392 We hold professional indemnity insurance, details are available upon request.
17	Consumer Contracts Regulations 2013
17.1	If you instruct us by telephone or email, you have the right to withdraw your instructions without charge for any reason within 14 days from the day after the date on which you sign these Terms and Conditions. If you wish to do this, you must tell us within this period. However, if we start working on your instructions with your consent, you cannot withdraw without charge.
18	Raising queries or concerns
18.1	We aim to offer all our clients an efficient and effective service and we are confident that we will do this. If you are unhappy with any aspect of our service, including an invoice we have sent you, please raise the matter with Elizabeth Neary and she will be pleased to investigate in accordance with our written complaints policy. A copy of this is available on request.
18.2	If you remain dissatisfied you can refer the matter to the Legal Ombudsman who can consider your complaint independently. The Legal Ombudsman expects complaints to be made to them within a year of the date of the act or omission you are concerned about, or within a year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within 6 months of our final response to you.
18.4	You can contact the Legal Ombudsman by phone 0300 555 0333 or in writing PO Box 6167 Slough SL1 0EH or email enquiries@legalombudsman.org.uk . Their website is at www.legalombudsman.org.uk .
19	Storage of documents
19.1	At the completion of your instructions, we will return original documents to you and we will retain your file for 7 years. Even if your matter does not complete, we will keep your file for at least 5 years. We do not charge for this.
20	Taking matters further

20.1	Your continuing instructions is your acceptance of these terms of business, but please sign and date the copy of the attached letter and return it to us immediately. Then we can be confident that you understand the basis on which we will act for you.
20.2	We want you to understand what we will do, how we will do it, and what it will cost. If you have any queries, please ask us as we are here to help. We are always pleased to advise.