**HEGARTY LLP SOLICITORS TERMS AND CONDITIONS OF BUSINESS**

# Application of Terms

## In these terms and conditions Hegarty LLP may be referred to as ‘**the LLP’**, ‘**we’**, ‘**us’** or **‘our’.** Our services may also be provided through Hegarty (Peterborough) Limited, which is a limited company owned and controlled by the Members of the LLP and also registered with the Solicitors Regulatory Authority.

## These terms and conditions will apply to all matters on which you (or, in respect of a company, any member of your group of companies) may instruct us.

## Your continuing instructions will amount to acceptance of these terms and conditions.

## These terms and conditions are subject to review from time to time. A copy of any revised terms and conditions will be sent to you and will supersede previous versions.

## We may refer to Members of the LLP as Partners.

# Our Aim

## We aim to offer our clients quality legal advice with a personal service at a fair cost. As a start, we hope it is helpful to you to set out in these terms and conditions the basis on which we will provide our professional services. In providing our services, we will:

## represent your interests and keep your business confidential;

## be polite and considerate in our dealings with you;

## explain to you the work which may be required and the prospects of a successful outcome and listen to what you are hoping to achieve;

## explain to you the likely degree of financial risk which you will be taking on and make sure that your expectations are realistic;

## keep you regularly informed of progress or, if there is none, when you are next likely to hear from us and to copy you in on substantive correspondence;

## try to avoid using technical legal language when writing to you and to write in plain English;

## deal with your queries promptly;

## give you a clear bill and keep you informed of costs on a regular basis; and

## advise you if legal aid might be available to you (Criminal matters only).

# Communicating with us

## Our normal hours of business are between 9.00am and 5.15pm on weekdays excluding standard Bank Holidays in England.

## You will be provided with the direct telephone number and email address for the person who is advising you. We would encourage you to use those methods of communication. Meetings may be held in person or via virtual means, such as Teams or Zoom.

## Although we take considerable precautions to protect our electronic networks, we cannot guarantee the security or integrity of such communications and cannot accept any liability for degradation viruses or other infections. You nevertheless agree that we may communicate with you and others by email.

## Where additional protection is required in respect of electronic communications you should notify us appropriately in writing.

# Identity and Disclosure Requirements

## The Proceeds of Crime Act 2002, the Money Laundering Regulations 2007 (**Money Laundering Regulations**) and Solicitors Regulation Authority guidance require us, along with all other solicitors to:

### undertake identity (including address) checks on a regular basis in respect of all clients;

### ensure that each client, its business and its source of funds are known;

### keep records of the identity and address checks for at least six years;

### to report to the authorities (without notifying the client) any suspicion of money laundering; and

### if such a report is made, to cease acting for the client (without explaining why to the client) unless and until the authorities give consent to proceed or unless and until consent is deemed to have been given pursuant to certain statutory provisions.

## Where compliance requires, at your cost we will carry out an electronic verification of your identity and your bank account(s). If the amount of any one search is in excess of £20 including VAT per person, we will seek your prior agreement.

## As a pre-condition to our acting for you we will require you to provide to us certain information and documents (originals or certified copies) which will be specified separately. This information and documents must be provided to us immediately following the request (unless specified otherwise) failing which we may have to cease to act and will need to consider whether the failure to provide the information/documents necessitates the making of a report to the authorities. In relation to companies, this information will be required from directors and shareholders of the company.

## We accept no responsibility for any delay, loss, damage or expense which may be suffered or incurred whether directly or indirectly or otherwise howsoever by any client or by any person or entity who or which has approached us with a view to becoming a client or who or which we understand wishes to become a client in any circumstances in which we have acted in compliance with what we consider to be our obligations pursuant to the Proceeds of Crime Act 2002, the Money Laundering Regulations or Solicitors Regulation Authority guidance and/or such other legislation, regulations or guidance as we may be obliged to comply with from time to time.

## The Money Laundering Regulations include provisions which in practice require us to establish whether an individual for whom we are asked to act is a Politically Exposed Person (**PEP**). For the purposes of these terms and conditions, a PEP is a person who is or has been within 12 months of the date of our engagement any of the following:

### a person who has been entrusted with one of the following prominent public functions in the UK or by the UK government or in or by a state other than the UK or by a European Community institution or an international body: heads of state, heads of government, ministers and deputy or assistant ministers members of parliament members of supreme courts, of constitutional courts, or of other high-level judicial bodies whose decisions are not generally subject to further appeal, except in exceptional circumstances members of courts of auditors or of the boards of central banks ambassadors, chargés d’affairs and high-ranking officers in the armed forces members of the administrative, management or supervisory bodies of state-owned enterprises;

### family members of a PEP – spouse, partner, children and their spouses or partners, and parents known close associates of a PEP; and

### persons with whom joint beneficial ownership of a legal entity or legal arrangement is held, with whom there are close business relationships, or who is a sole beneficial owner of a legal entity or arrangement set up by the primary PEP If you are a PEP then you should inform us immediately.

## If you inform us that you are a PEP, the law requires us to consider formally whether or not, in the circumstances, we will act for you. In that event we shall notify you of our decision.

## Various obligations are imposed on you and us under the Terrorism Act 2000, Proceeds of Crime Act 2002 and the Money Laundering, Terrorist Financing (Amendment) Regulations 2019, implementing the EU Fifth Money Laundering Directive (Directive (EU) 2018/843, “5MLD”). The obligations imposed on you are to prove who you are and to provide written proof of the source of all monies required to complete all transactions and to pay all bills. If the money does not come from the source stated, we have the right not to complete any transaction and to terminate our retainer. In this case, we will not be liable to you for any loss or damage which arises as a result of the termination of our retainer however caused. Please note we will not, under any circumstances, accept payment in cash of more than £1,000. Our obligation is to report any suspicious activities to the **National Crime Agency** and if we do report any suspicious activities we are unable to inform you that the matter has been reported and we are unable to carry out any further work on your file until authorised by the NCA. We will not be liable to you for any loss or damage which arises as a result of any report that we make to the NCA. When acting for a company, the identity of its shareholders, directors and persons of significant control will have to be checked. When acting for a trust, the identity of the beneficiaries will have to be checked.

# Charges and Expenses

## Our charges will be calculated mainly by reference to the time actually spent by the solicitors and other staff in respect of any work which they do on your behalf. This will include meetings (including virtual meetings); reading, considering, preparing and working on papers; making and receiving telephone calls (including conference calls), letters, emails and faxes; preparation of any detailed costs calculations or estimates, schedules and bills; attending at court or tribunal and time necessarily spent travelling away from the office. From time to time we may arrange for some of this work to be carried out by persons not directly employed by us; such work may be charged to you at the hourly rate which would be charged if we had done the work ourselves.

## Routine letters and e-mails that we send and receive and routine telephone calls that we make and receive are charged at one tenth of the hourly rate. Other letters, e-mails and calls are charged on a time spent basis.

## We will notify you of the current hourly charging rates. These hourly rates will be reviewed periodically to reflect increases in overhead costs and inflation. If a review is carried out before this matter has been concluded, we will inform you of any variation in the rate in writing before it takes effect.

## In addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken, any particularly specialist expertise that the case may demand. In particular, in property transactions, in the administration of estates and in matters involving a substantial financial value or benefit, a charge reflecting, for example, the price of the property, the size of the estate, or the value of the financial benefit may be considered. Where a charge reflecting any value element is to be added we will explain this to you.

## If we quote a fixed fee we reserve the right to increase the fee during the course of the transaction if more work than anticipated, when the quote was given, is necessary.

## Solicitors have to pay out various other expenses on behalf of clients ranging from court fees, experts fees, Barrister’s fees, Land or Probate Registry fees, local authority fees and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. We will generally request these payments in advance and would ask that you make payment promptly so as not to delay matters. VAT is payable on certain expenses. We refer to such payments generally as ‘disbursements’. Disbursements are payable by you in addition to our charges.

## We also reserve the right to charge for any photocopying undertaken on your behalf. We will charge for any payment made by telegraphic transfer and we will pass on charges made by our bank for returned cheques (returned as unpaid by your bank) and stopped cheques (as instructed by you).

## In litigation matters, if your claim involves a road traffic accident it is highly likely that the costs of this claim will be met according to the predictable (or fixed) costs scheme. The third party insurers would have to meet this sum. Our costs might in fact exceed the predictable (or fixed) costs sum, but we shall not seek to recover any balance from you. We will be entitled to recover the full predictable (or fixed) cost sum regardless of whether our actual costs are below or exceed the predictable (or fixed) costs figure.

## If, for any reason, your matter does not proceed to a conclusion, we will be entitled to charge you for work done and expenses incurred up to that point. If a fixed fee has been quoted it will be a proportion of the fixed fee depending on how far the matter has proceeded.

# Payment Arrangements

## It is normal practice to send a bill on account for our charges and expenses at the end of each month or quarter and a final bill after completion of the work. This helps you in budgeting for costs as well as keeping you informed of the legal expenses which are being incurred. If such requests are not met with prompt payment, delay in the progress of a case may result. In the unlikely event of any bill or request for payment not being met, we reserve the right to stop acting for you further.

## When accepting instructions to act on behalf of a limited company, we may require a director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges.

## Where we are acting on a transactional matter (for example, the sale, purchase or leasing of property or the sale or purchase of shares in or assets of a company), we will generally invoice you at the end of the matter, unless the transaction has been delayed or become abortive. Our costs are payable at the point of completion. We are entitled to deduct our costs from the proceeds of sale. We are also entitled to insist upon our fees being paid as part of the completion process and funds provided for that purpose.

## If we are administering an estate for you, we will submit an interim bill at regular stages during the administration, starting with the obtaining of a Grant of Representation. The final account will be prepared when the Estate Accounts are ready for approval. We are entitled to deduct our costs from any funds we hold on behalf of the estate.

## Payment is due to us within 14 days of our sending you a bill. Interest will be charged on a daily basis at 8% per annum above the Bank of England base rate from time to time from the date of the bill in cases where payment is not made within 14 days of delivery by us of the bill.

## Our invoices contain our bank account details so that you can make electronic payments. We will not change our account details without writing to you in advance. If you are contacted by anyone with about alternative bank details, please contact us immediately by telephone.

## In addition to payments by direct transfer, we accept most major credit/debit cards. However, for the disbursement element of an invoice or if you pay outside the fourteen day period referred to above, we may have to pass on the administration charge. Payments may also be made by cheque which, should be made payable to "Hegarty LLP".

## We are entitled to retain any money, papers or other property belonging to you which properly come into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which the costs were incurred. This is known as a “general lien”. We are not entitled to sell property held under a general lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.

## If we are conducting litigation for you, we have additional rights in any property recovered or preserved for you whether it is in our possession or not and in respect of all costs incurred, whether billed or unbilled. We also have a right to ask the court to make a charging order in our favour for any assessed costs.

## Monies due to you from us will be paid by cheque or bank transfer and will not be paid to a third party. We will not make payments in cash.

# Other Parties Charges and Expenses

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

## If you are successful and a court or tribunal orders another party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the court order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest in line with our interest policy.

## You will also be responsible for paying our charges and expenses of seeking to recover any costs that the court or tribunal orders the other party to pay to you.

## If you are unsuccessful in a court or tribunal case, you may be ordered to pay the other party’s legal charges and expenses. That money would be payable in addition to our charges and expenses. Arrangements can be made to take out insurance to cover this type of liability. If you would like to consider taking out insurance, please discuss the matter with the fee earner advising you as soon as possible in your matter.

# Liability

## Any liability we have to you shall be limited to that proportion of the loss or damage (as defined in the Civil Liability (Contribution) Act 1978) that a Court allocates to us having considered the responsibility of any other person for any loss or damage. When assessing the contribution of others, no account shall be taken of any agreement you may have with others to limit their damages. Any provision limiting liability shall not apply to any loss or damage arising from death or personal injury caused by negligence on our part or other liability which cannot lawfully be excluded.

## Nothing in these terms and conditions limits any liability which cannot legally be limited, including but not limited to liability for:

### death or personal injury caused by our negligence; or

### fraud or fraudulent misrepresentation.

## Subject to clause 8.2, our total liability to you shall not exceed the amount of our professional indemnity insurance in force at the date that we became liable to you for any losses (which at the date of these terms and conditions is £8,000,000).

## We shall not under any circumstances be liable to you for any loss of profits, loss of business opportunity, loss of goodwill, or any special, indirect or consequential loss, or any other loss which does not arise naturally from the relevant breach by us of these terms and conditions and cannot reasonably be supposed to have been contemplated at the date of our engagement by you as a possible result of any such breach.

## We will not accept any liability to any other person. Except where expressly set out in these terms and conditions all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. We will not be liable to you for any indirect or consequential loss or damage or for any loss of profits.

## Client monies we receive will be placed in a client account at a bank or building society as defined in section 87 of the Solicitors Act 1974 and at present client funds are deposited with HSBC Bank Plc, Barclays Bank Plc or Santander UK Plc. We will not be liable to repay money lost through a banking failure.

## The Financial Services Compensation Scheme has confirmed that the scheme applies to client money held in our client account. Therefore the scheme covers deposits belonging to clients who are individuals or small businesses up to £85,000 per client per authorised deposit taking institution. If you hold other personal monies yourselves in the same bank as our client account, the limit remains £85,000 in total.

## Some deposit taking institutions have several brands i.e. where the same institution is trading under different names. You should check either with your bank, the FSA or a financial advisor for more information in this respect.

## By accepting our terms and conditions you are deemed to be granting us consent to disclose to the Financial Services Compensation Scheme your details in the event of a bank failure.

# Interest

## Our Policy is to pay interest on any of your money that we hold when it is fair and reasonable to do so in all the circumstances. The amount of the interest that we pay will be a fair and reasonable sum calculated over the period we hold cleared funds. This will usually be the rate of interest paid on a HSBC Business Money Manager Instant Access Account. However, no interest will be paid where we have held funds for less than four weeks. Neither will interest be paid where it is less than £100.

## Where you obtain borrowing from a lender in a property transaction, we will ask the lender to arrange that the loan monies are received by us a minimum of 4 working days prior to the completion date. Where the money can be sent by electronic transfer, we will request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. You should be aware that the lender may charge interest from the date of issue of their loan cheque or electronic payment, not the day of completion of the transaction.

# Storage of Papers and Documents

## After completing the work, we are entitled to keep all of your papers and documents while there is money owing to us for our charges and expenses. We will keep your electronic records, file of papers or scanned copies for you in storage for not less than 6 years. After that, storage is on the clear understanding that we have the right to destroy your papers after such period as we consider reasonable or to make a charge for storage if we ask you to collect your papers and you fail to do so. We will not destroy any documents such as Wills, Deeds, and other securities, which you ask us to hold in safe custody. No charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date which may be specified in that notice.

## If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent for producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with your instructions.

# Financial Services and Insurance

## Sometimes conveyancing/family/probate/company work involves investments. We are not authorised by the Financial Services Authority and so may refer you to someone who is authorised to provide any necessary advice. However, we can provide certain limited services in relation to investments, provided they are closely linked with the legal services we are providing to you, as we are authorised and regulated by the Solicitors Regulation Authority.

## 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 goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at [www.fca.org.uk/firms/financial-services-register](http://www.fca.org.uk/firms/financial-services-register).

# Termination

## 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.

## If you are a consumer and the contact between us is through virtual meetings, over the telephone or at meetings outside of our premises, the Consumer Rights Act 2015 will apply. That means you have a right to terminate our engagement within 14 days after the date of your instructions to us. You can request that we do not undertake any work in this 14 day cooling off period. If you instruct us to undertake any work on your behalf (including any meetings) then you will be responsible for the costs incurred up to the date of cancellation. If you have paid any money on account, after deducting our costs, we will return any balance to you.

## If we decide to stop acting for you, we will give you notice in writing. You will still remain liable for our fees up to the point of termination.

## Under the Consumer Protection (Distance Selling) Regulations 2013, for some non-business instructions, you may have the right to withdraw, without charge, within 7 working days of the date on which you asked us to act for you. However, if we start work with your consent within that period, you lose that right to withdraw. Your acceptance of these terms and conditions of business will amount to such a consent. If you seek to withdraw instructions, you should give notice by telephone, email or letter to the person named in the letter with these terms of business as being responsible for your work. The Regulations require us to inform you that the work involved is likely to take more than 30 days.

# Excluded Advice

## Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. Unless we expressly state, within our Client Care letter, that (1) we are providing advice in relation to the tax implications of a transaction or (2) in respect of Estate and/or Inheritance Tax Planning or (3) the work requires the completion of Personal or Trust or Estate Tax Returns, then we accept instructions strictly on the understanding that we are not qualified to advise you on the tax implications of any transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately. We shall not be liable to you for any losses that you may suffer in respect of taxation matters unless we have expressly set out in our Client Care Letter that we are providing advice in relation to the tax implications of a transaction, or we are providing advice in relation to Estate and/or Inheritance Tax Planning, or we are acting on your behalf in the preparation of Personal or Trust or Estate Tax Returns.

## Where we are engaged to advise on tax matters you will receive additional terms and conditions for this advice.

## Where your matter has involved tax implications or Estate and/or Inheritance Tax Planning issues and any relevant legislation, case law or guidance changes after the date on which we have given our advice, we are not responsible for updating any advice we have given following any such changes.

## We will not advise you on the planning implications of any proposed property purchase or transaction unless specifically requested to do so by you, otherwise than by reporting to you on any relevant information provided by the results of any search.

# Disclosure

## Solicitors are not allowed to disclose information about a client’s affairs without the client’s authority. By accepting these terms and conditions of business you authorise us to disclose to the other parties in the transaction and, if applicable, to all other parties in the chain of transactions and their agents and advisers, any information necessary to progress the transaction including any related sale or mortgage and other financial arrangements and wishes as to dates for exchange and completion. You may withdraw this authority at any time but if you do so you should appreciate that we will inform the other party or parties and their agents or advisers that this authority has been withdrawn.

## In order to comply with court and tribunal rules, all documentation relevant to any issues in litigation, however potentially damaging to your case, have to be preserved and may be required to be made available to the other side. This aspect of proceedings is known as “disclosure”. Subject to this, we will not reveal confidential information about your case except as provided by these terms of business and where, for example, your opponent is ordered to pay your costs, we have to meet obligations to reveal details of the case to them and to the court or tribunal.

# Complaints

## If at any point you become unhappy with the service we provide to you, then please inform us immediately so that we can do our best to resolve the problem for you. We operate an internal complaints handling system to help us to resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us, then we are authorised and regulated by the Solicitors Regulation Authority and complaints and redress mechanisms are provided through the Solicitors Regulation Authority and the Legal Ombudsman.

## The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society’s representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is an independent complaints handling body.

## Our aim is to offer all our clients an efficient and effective service at all times. We are proud that we hold the accreditation of Lexcel and ISO 9001. If there is any aspect of our service that you are unhappy about, please raise your concern in the first place with the fee earner dealing with your matter. If you still have concerns, then please contact your fee earner’s supervisor who is identified in the engagement letter. If your concerns remain unresolved and you wish to formally complain, then please contact our Client Care Solicitor Partner Andrew Heeler. You are also entitled to complain about your bill. If we are unable to resolve your complaint, then you can have the complaint independently looked at by the Legal Ombudsman. The Legal Ombudsman investigates complaints about service issues with solicitors. The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you.

## The Legal Ombudsman can be contacted at PO Box 6167, Slough, SL1 0EH Tel: 0300 555 0333 email: enquiries@legalombudsman.org.uk. The Solicitors Regulation Authority at The Cube, 199 Wharfside Street, Birmingham. B1 1RN in respect of professional misconduct. You may also have a right to apply to the court for an assessment under Part III of the Solicitors Act 1974

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

# Data Protection

## The Data Protection Act 2018 requires us to advise you that your particulars are held on our database. We are also registered with the Information Commissioner for use of your personal data for provision of legal services and other services we provide to you. By accepting these terms you consent to our processing any sensitive personal data about you. We do not share your data with any other person unless you consent to such sharing ie estate agents, other firms of Solicitors medical experts, barristers etc. By accepting these terms and conditions you consent to our sharing your details with only those persons directly concerned with your matter. You are entitled to obtain a copy of the information held about you. You have the right to correct any inaccuracies. We may, from time to time, use these details to send you information which we think might be of interest to you. If you do not wish to receive this please let us know.

## It is a requirement of ISO 9001 and Lexcel accreditations that we must have a procedure to monitor client satisfaction across all areas of the practice. We may use selected third party service providers to monitor client satisfaction. We require all such third-party service providers to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions. By accepting these terms you consent to our sharing your details with selected third-party service providers for the purpose of monitoring client satisfaction and obtaining feedback.

## We have a Privacy Policy which can be found on the Hegarty LLP website.  We have appointed a Data Protection Officer who you may contact in relation to any concerns you may have concerning Data Protection/Privacy.  The Data Protection Officer is Andrew Hornsby.

## As part of our commitment to accreditation to ISO 9001 and Lexcel it is necessary for our systems to be reviewed and audited by an external Quality Auditor. As part of this audit it may be necessary for an external Auditor to have access to your file. Files will be selected on an entirely random basis. If you have any objections or reservations about your file being used as part of this audit process then please raise the matter now.

# Provision of Services Regulations 2009

## Our VAT number is 224 7216 27.

## We are required to have in place Professional Indemnity Insurance. Our insurers will change from time to time. If you require details of our insurers, please request confirmation in writing.

## Our detailed professional rules, known as the Solicitors’ Code of Conduct 2019 can be accessed at [SRA | How we regulate | Solicitors Regulation Authority](https://www.sra.org.uk/consumers/who-we-are/sra-regulate/).

# Applicable law and jurisdiction

## All opinions and advice given will be given under English law.

## These terms and conditions and all matters arising from our contract are governed by English Law and are subject to the exclusive jurisdiction of the courts of England and Wales.