

TERMS AND CONDITIONS

The following terms of engagement apply to all work carried out by Jane Brooks Law except as otherwise agreed. The expression “we”, “us”, and “our” refer to Jane Brooks Law and “you” and “your” refer to our client.

These terms and conditions will apply to any services which we provide to you and will usually be supplemented by a letter dealing amongst other things with the specific services to be provided and the fees payable.

These terms and conditions may be revised from time to time, for the latest version, please visit our website www.janebrookslaw.co.uk The new Terms and Conditions will apply from the date of publishing, you are of course free to terminate the arrangement between us if you do not accept the revised terms and conditions.

1. Our Services

Scope of our Services

The scope of the services we have agreed to provide for you in any matter, will be agreed between us and confirmed in our Client Care Letter. You agree that you do not require us to provide you with advice or further services in relation to any aspect outside of the scope of the services so agreed.

Level of service

We will regularly update you by telephone or in writing with progress on your matter in particular, following key events or stages in your matter. We will always endeavour to communicate with you in plain language.

We will update you on the cost of your matter at least six monthly and/or at agreed events. Whenever there is a material change in circumstances, we will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter. We will continue to review whether there are alternative methods by which your matter can be funded.

We will update you on the likely timescales for each stage of this matter and any important changes in those estimates.

Joint Instructions

Where we are jointly instructed by you and another client to act in a matter, we will assume that either of you are authorised to give us instructions, unless either of you advise us otherwise. In addition, as matters progress, we may need to act on instructions of other people from whom we consider it is reasonable to take instructions in order to progress the matter within the timescales set. Unless informed of any change, we will assume that this remains the case until our work is completed.

Provision of Information

To assist us in carrying out the work as efficiently as possible, you will need to ensure that all information provided is to the best of your knowledge complete, accurate and up to date. You should also notify us of any changes or variations to that information which may arise after the date it is passed to us and of any new circumstances that might be relevant to the work we are undertaking.

2. Responsibility for Work

The name of the person who will carry out most of the work in this matter and, if different, the partner with overall responsibility for your matter will be confirmed in our Client Care Letter. They may from time to time, be assisted by other members of our team i.e. trainees, paralegals etc. However, you will be notified of this either in the Client Care Letter or in writing when applicable.

We try hard to avoid changing the people who are handling your work but if this cannot be avoided, we will notify you promptly of the name and status of the person who will be dealing with your case.

3. Complaints

We are committed to high quality legal advice and client care and aim to offer all our clients an efficient and effective service and we are confident that we will do so in this case. However, if you would like to discuss how the service to you could be improved, the level of your bill, or should there be any aspect of our service with which you are not satisfied, please contact our Complaints Manager Mrs Laura J Gibb on 01482 893366 or at l.jg@janebrookslaw.co.uk or by post to 13 St Augustines Gate, Hedon, HU12 8EU. We have a procedure in place which details how we handle complaints and this will be immediately sent to you.

If you would like to see a copy of our complaints procedure at any other time, please let me know and we will arrange for a copy of our complaints procedure to be sent to you.

We have eight weeks to consider your complaint. If for any reason we are unable to resolve the complaint within that timeframe, then you may ask the Legal Ombudsman to consider the complaint. The Legal Ombudsman may be contacted at Legal Ombudsman, PO BOX 6167, Slough, SL1 0EH.

Please be aware that any complaint to the Legal Ombudsman must usually be made within six months of your having received a final written response from us about your complaint. Complaints to the Legal Ombudsman must usually be made within one year of the act or omission about which you are complaining occurring or from when you should have known about or become aware that there were grounds for complaint.

For further information, you should contact the Legal Ombudsman on 0300 555 0333 or visit: www.legalombudsman.org.uk.

If you think a solicitor might be dishonest or you have concerns about their ethics or integrity, you also have the right to notify our regulator, the Solicitors Regulation Authority (SRA). There are no time limits for making a report but there are limits on what the SRA will consider. Please note that the SRA is not able to deal with issues of poor service (complaints of this nature should instead be referred to the Legal Ombudsman). For further information about the SRA's role, please visit: <https://www.sra.org.uk/consumers/>.

OUR CHARGES

Professional Fees

Unless and until either an alternative fee arrangement has been agreed and confirmed in writing by us or you are entitled to have our fees paid by the Legal Aid Agency (in which case different cost considerations apply as set out in our Client Care Letter), the basis for calculation of our fees is primarily by reference to the time spent by the fee earner(s) dealing with the matter (including any time which we spend travelling) and will be charged at an hourly rate.

Where relevant, the hourly rates applicable to your matter will be confirmed to you in our Client Care Letter. We may from time to time review our charging rates and will notify you immediately in writing of any changes which are applicable to your matter.

Our current rates from time to time may not be appropriate in cases of exceptional complexity or urgency or where specialist knowledge is required. Where it becomes apparent that such circumstances exist we will notify you

If you think a solicitor might be dishonest or you have concerns about their ethics or integrity, you also have the right to notify our regulator, the Solicitors Regulation Authority (SRA). There are no time limits for making a report but there are limits on what the SRA will consider. Please note that the SRA is not able to deal with issues of poor service (complaints of this nature should instead be referred to the Legal Ombudsman). For further information about the SRA's role, please visit: <https://www.sra.org.uk/consumers/>

4. Regulation

We are authorised and regulated by the Solicitors Regulation Authority (SRA). Our SRA number is 561799.

We operate in accordance with a code of conduct and other regulations contained with the SRA's Handbook. For further information or to see a copy of the Handbook, please visit www.sra.org.uk.

We practice through a company, Brooks Law Limited.

Brooks Law Limited is registered in England and Wales with registration number 07672732. A list of our directors and their professional qualifications is open to inspection at our registered office 13 St Augustine's Gate, Hedon, HU12 8EU.

5. Contacting Us

Our office's are located at:
13 St Augustine's Gate, Hedon HU12 8EU
112 King Street Cottingham HU16 5QE
6 Earls Court, Priory Park East, Hull, HU4 7DY
356 Holderness Road, HU9 2DQ

The normal hours of opening are between 09:00 and 17:00 on weekdays. Appointments can be arranged outside these hours when essential to the interests of a client.

6. Professional Indemnity

In the interests of our clients, we maintain compulsory professional indemnity insurance to a total level of three million pounds.

Our insurer is Inperio (London) Accredited Insurance (Europe) Ltd- UK Branch. Address:
5 Lloyds Avenue, City of London, EC3N 3AE – Registration Number 11013310

A full hard copy of our insurance is available to view at our Hedon office. Please ask for details.

7. Our Charges

Professional Fees

Unless and until either an alternative fee arrangement has been agreed and confirmed in writing by us or you are entitled to have our fees paid by the Legal Aid Agency (in which case different cost considerations apply as set out in our Client Care Letter), the basis for calculation of our fees is primarily by reference to the time spent by the fee earner(s) dealing with the matter (including any time which we spend travelling) and will be charged at an hourly rate.

Where relevant, the hourly rates applicable to your matter will be confirmed to you in our Client Care Letter. We may from time to time review our charging rates and will notify you immediately in writing of any changes which are applicable to your matter.

Our current rates from time to time may not be appropriate in cases of exceptional complexity or urgency or where specialist knowledge is required. Where it becomes apparent that such circumstances exist we will notify you of this.

All fees are quoted exclusive of VAT, which will be added where appropriate. Currently, the VAT rate is 20%.

Matter not concluded

Unless otherwise agreed in writing, our fees are payable whether or not a matter is successfully concluded. If any matter does not proceed to completion for any reason during the period in which we are instructed, then we will be entitled to charge for work done by proportion of the agreed fee as set out above but, at its absolute discretion, we may waive part or all of such entitlement to fees.

Estimate of Costs

We will provide you at the outset of a matter with the best possible information on our costs and will update this information as the matter progresses. As you will appreciate however, a matter can often end up taking quite a different shape from that envisaged at the time when it starts and the legal advisers are instructed. Accordingly, it can be difficult to come up with a clear estimate. However, as matters progress, we should be able to provide you with more detailed estimates of our likely costs and will keep this under review with you.

Limits

Whilst it is often not possible to estimate charges in advance, it is open to you to notify us of any limit which you wish to impose on our charges after which further reference will be made to you. We will advise you when it appears that any costs estimates or limits are close to being exceeded. Notwithstanding any estimates or costs limits however, the final bill will be a product of the amount of time our fee earners spend on the matter and our agreed fee rates; any estimates provided are neither intended to be a cap nor a target billing figure. Therefore, if significant further work is required in addition to that currently envisaged or if the timetable is extended significantly, our fees will be greater than our indicative estimates. Should it become apparent at any time during the course of the matter that significant further work will be required, we shall of course let you know.

Fixed Charges

In property transactions, in the administration of estates and in transactions involving a substantial financial consideration or benefit to the client, fees may be calculated both by reference to the time spent and also by reference to a value element based on e.g. the price of the property; the amount of the mortgage advance; the size of the estate; or the value of the financial benefit. The value element reflects the importance of the transaction and the consequent responsibility falling on us as a firm. We will tell you in advance if a value element will be included, how it will be calculated and the amount to be charged.

Third party responsibility

In certain circumstances, there may be an expectation that a third party (including an insurer) will pay your costs. In the event that the third party does not pay the sums due, you will be required to pay the outstanding costs.

Disbursements

We may incur certain expenses on your behalf, (for example, such items as court fees, counsel's fees, search fees). You will have to pay those expenses or reimburse us for them in addition to our fees. VAT is payable on certain disbursements.

8. Billing arrangements

Timing of bills

We will normally send you a final bill for the settlement of our services at the end of the matter. However, if the matter is ongoing, we may render interim bills at agreed intervals.

Payments on account

We may ask you to pay sums of money from time to time on account of the anticipated fees. We will offset any such payments against your final bill.

Total fees may be greater than any advance payments.

Settlement of bills

Accounts are to be paid by you when due, whether or not the amounts concerned may ultimately have to be paid by another party.

We may charge interest on unpaid bills from 28 days of delivery of the bill on a daily basis at statutory rate (currently 8%) above the base rate of Lloyds Bank.

In relation to non-contentious costs, we are entitled to charge interest on unpaid bills at the rate payable on judgment debts from one month after delivery of the bill in accordance with Article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009. We reserve the right to charge interest on any outstanding amounts at the statutory rate (currently 8%) above the base rate of Lloyds Bank.

If any payment on account is not made or a bill is not settled in accordance with these terms, we reserve the right to decline to act further for you.

Concerns over your bill

If you are not satisfied with the amount of our fees please contact us. Objections about the amount of our fee will be handled by way of our complaints procedure.

If you remain unhappy about the level of our fees you may be able to make a complaint to the Legal Ombudsman (as more particularly set out above) or may be entitled to have the bill assessed by the Court in accordance with Part III of the Solicitors Act 1974. Your rights are set out more fully in Sections 70, 71 and 72 of the Solicitors Act 1974.

Lien over papers and documents

Following the conclusion of your matter, we are entitled to retain your file of papers and documents while there is money owing to us for fees.

Client account

We operate a client account facility which allows for money to be held or transferred in relation to a matter we are working on. However, the facility is operated at our discretion and any unauthorised receipts will be held pending further investigation or returned to the sender. Therefore, we ask that you give us advance warning of any receipts.

Any client money we hold on your behalf in our client account or on deposit is afforded the protection under the Solicitors Act 1974. It is our policy to only accept cash up to £500. If you circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds. Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

We may ask you for advance payments on account for our fees and/or to enable us to pay disbursements on your behalf as and when they become due. Money paid by you on account of our costs and/or unpaid disbursements will be treated as client money and paid into our client account (see above for details).

We will confirm in writing (by letter or email) whenever we need to make a transfer of all or some of those sums to our business account to cover our fees for work that we have undertaken.

We may need to draw upon sums held for you in the client account to reimburse us for payments we have made on your behalf, for example, where we pay a court or search fee on your behalf using our own money. You will have been informed at the outset (or updated during your matter as necessary) of likely disbursements we will need to make on your behalf and some of the monies we ask you to pay on account will reflect those anticipated costs. Where it is appropriate to do so, we will deduct money from sums paid by you into our client account to reimburse us for those payments after they have been paid by us. We will not issue a bill each and every time that we make a transfer but we will ensure that you are provided with information as and when appropriate (not least a final bill at the end of the matter) to ensure that you can reconcile the payments. All transfers will be done in accordance with our regulatory obligations (including those set out in Rule 5 of the SRA Accounts Rules). For more information, see: <https://www.sra.org.uk/solicitors/standards-regulations/accounts-rules/>

Client Interest

If we hold money on your behalf, in accordance with the SRA Accounts Rules 2019, it is our policy that we will pay you a sum of money in lieu of interest on a fair and reasonable basis.

Client monies will normally be held by us in a general client account with our primary banker, Lloyds Bank.

A sum in lieu of interest will be payable on amounts held in our general client account on the following basis:

1. Where the amount calculated as set out below exceeds the sum of £150, payment of the excess sum over £150 will be made at the conclusion of your matter;
2. The period for which payment will be made normally runs from the date the funds are received by us cleared in our account until, where paid electronically, the date when the funds are sent or, where paid by cheque, the date(s) on the cheque(s) issued to you;
3. The sum paid to clients will be in line with Lloyds bank's published interest rates over the period when monies are held;
4. All money that is paid to you will be paid as a gross amount;

We will not account to you for any sum in lieu of interest in the following situations:

- (a) On money held for the payment of a professional disbursement
- (b) On money on an advance to us to fund a payment on your behalf in excess of funds already held for you;
- (c) Where the total amount calculated over the course of the matter is £150 or less;
- (d) Otherwise, where there is an agreement to contract out of the provisions of this policy.

If it is apparent that money held on your behalf will need to be retained for some time then such money may need to be placed in a designated deposit account in which case all of the interest accruing while the funds are so invested will be paid to you when the account is closed or on intermittent basis as agreed with you.

It is extremely unlikely that we could be held liable to you if any money held in our client account is lost due to any failure in the banking system including bank collapse. However, you may be entitled to make a claim through the Financial Services Compensation Scheme (FSCS) in the event of failure of the bank. The amount of compensation which the FSCS can pay out is limited to £85,000 (subject to some restrictions). We may be able to make a claim to FSCS on your behalf. If we do so, we will, subject to our obtaining your consent, give certain client information to FSCS to help them identify you and any amounts to which you are entitled.

CYBERCRIME AND EMAIL FRAUD

It is unfortunate that Cybercrime and email fraud targeted at law firms and their clients is on the increase. Fraudsters are using very sophisticated methods to manipulate IT and intercept communications.

Confirmation of our bank details

Our bank account details will be confirmed to you at the outset of the matter or via telephone with an employee of the firm. We do not intend to change our bank account details during the course of dealing with your matter so the account details we have confirmed will stay the same throughout the lifetime of your matter.

It is very important that you are aware that we will not notify you of changes to our bank account details by email. We will only notify you of changes to important business information, including bank account details, in official correspondence which will be sent by postal mail.

If you ever receive any other communication purporting to come from us and which purports to change our bank account details or to request that you send funds to another account, please do not rely on this and immediately contact the person at this firm handling your matter by telephone. Even if the request appears to have come from us, you must never send funds to another account unless you have verified this with us.

We cannot take any responsibility for any losses where funds are transferred to other accounts that have not been verified by us.

Sending funds to our bank account(s)

Prior to transferring any funds to our account, we recommend you contact us to verify our account details. Wherever possible, you should contact the contact the person at this firm handling your matter by telephone.

Our firm sending funds to you

We may not agree to send any funds to you unless it is to a pre-agreed bank account which we have verified.

You must take care to protect your own data and bank account details. Confirming your bank details by email should be avoided. For all new matters, the person with conduct of your matter will contact you by telephone to verify your bank account details, prior to our sending funds to you. We are sorry if this causes any delay to the processing of payments but we do consider that these steps are necessary to help protect you and your money from fraud.

If you are a long-standing client of the firm and/or a client to whom we have previously transferred funds and your bank account details have not changed we will rely on our previous transactions rather than contact you via telephone for verification unless circumstances exist which increase the level of risk or we otherwise consider it appropriate to do so.

Stamp Duty and Land Transaction Return

You will be required to complete and sign a declaration about the consideration paid to satisfy the Stamp Duty Land Tax Act. Amongst other things, this will require you to supply us with National Insurance Numbers for all proposed purchasers.

We will complete and submit a Land Transaction Return on your behalf within 14 days of completing your purchase. The Return will be based on the information we receive from you and therefore the accuracy of the information is ultimately your responsibility.

There are consequences that you need to bear in mind for providing inaccurate information on the form. Not only will this cause delay in completing registration at the Land Registry, you will also incur penalties for late submission. There is a fixed penalty of £100.00 for failing to submit within fourteen days of the completion date of your purchase and increasing penalties and interest thereafter.

The Inland Revenue may contact us to enquire about the Land Transaction Return you submitted at a later date. We will notify you in the event of such enquiries and we reserve the right to charge for the work undertaken in providing the Revenue replies to their enquiries.

9. Cancellation of your instructions

Right to cancel

This Notice has been provided to you because you have entered into a contract to which the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ('the Regulations') apply. Under the Regulations, you have the right to cancel this contract if you wish to do so within fourteen working days without giving any reason.

This Notice explains how to exercise this right. It also gives you other information that is required by the Regulations.

The cancellation period will expire after 14 days from the day of the conclusion of the contract - that is within 14 days of the date that you receive this notice.

In order to exercise your right to cancel the contract, you need to deliver or send to us a cancellation notice (that is, a written and clear statement that you wish to cancel the contract e.g. a letter sent by post, fax or e-mail). The cancellation statement or notice should be delivered or sent to Stephanie Sadofsky at 6 Earls Court, Priory Park East, Hull, HU4 7DY or at sjs@janebrookslaw.co.uk. You can use the cancellation form attached if you wish, but you do not have to do so.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Commencing work during the 14 day cancellation period

We cannot provide any services before the end of the cancellation period unless you have made an express request to that effect. We have enclosed a form for you to complete should be happy for work to commence as soon as your signed Terms and Conditions are received.

However, please note that if you do ask us to begin the performance of services during the cancellation period and then subsequently seek to cancel the contract, you will be liable to pay us an amount which is in proportion to what has been performed until the time that you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

Effects of cancellation

If you cancel this contract within the relevant period, this will end both your and our obligations under the contract. If you cancel this contract, we will reimburse to you all payments received from you.

We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

Please find enclosed a form for you to sign should you wish to cancel the contract within the 14 day period.

10. Investment

Sometimes the work we are likely to carry out for you can involve investments. We are not authorised by the Financial Conduct Authority (previously the Financial Services Authority) and so may refer a client to someone who is authorised to provide any necessary investment 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 a client, as we are members of the Law Society of England and Wales.

If we recommend a referral to a particular firm, agency or business to provide you with investment advice, we shall do so in good faith but we shall not be liable to you for any advice you may be given by them. Furthermore, if that firm, agency or business is not another firm of solicitors you will not be afforded the regulatory protection of the SRA and shall not be entitled to the benefit of the SRA Compensation Fund.

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 SRA is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body of the Law Society.

11. Insurance

We are not authorised by the Financial Conduct Authority (formerly the Financial Services Authority). However, our firm is 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. This is 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.gov.uk

We do not generally sell or advise on insurance policies except those that are required in relation to our conveyancing, litigation and Administration of Estates practices. In conveyancing work, clients may encounter a problem that can be overcome by the taking out of a suitable insurance policy such as to protect against a defect in the title to a property. Similarly, in litigation, 'after the event' insurance may be obtained by us on behalf of a client to protect against the costs the client may incur when making a claim. We may also be requested to obtain unoccupied property insurance. Should we identify a problem that cannot readily be overcome without taking out such a policy, we will inform clients at the appropriate time.

If we are requested to recommend an insurer, we will advise the client about the range of legal indemnity insurers we have checked before recommending a particular policy and, if it is not on a fair market analysis, we will explain the basis upon which the recommendation has been made and will check the suitability of any such policy. If we are requested to assist in the arranging of any insurance on behalf of a client, we will inform the client of all necessary information by means of a written 'demand and needs statement'.

If we recommend a referral to a particular insurer, we shall do so in good faith but we shall not be liable to you for any advice or assistance you may be given by them. Furthermore, you will not be afforded the regulatory protection of the SRA and shall not be entitled to the benefit of the SRA Compensation Fund in relation to those insurance services.

12. Limitation of Liability

Reliance by third parties

Advice rendered by us is provided for the purpose of the instructions to which it relates and for your benefit. It may not be used or relied on for any other purpose or by any person other than you without our prior agreement.

Liability in respect of other parties

We will use all reasonable endeavours to ensure that all information provided by us is accurate but we cannot account for the accuracy of information provided by or obtained from third parties. We shall not be liable for any decision made or action taken by you or others based upon reliance on or use of information or advice provided by or obtained from third parties.

Where we are asked to recommend the services of another advisor or service provider, we will do so in good faith, but without liability and without warranting the ability or standing of that person or firm. We will not be responsible for the quality of the services provided by that person or firm.

Limitation of our liability

Our liability to you for a breach of your instructions shall be limited to £2 million, unless we expressly state a higher amount in the letter accompanying these terms of business. 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.

We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

Please ask if you would like us to explain any of the terms above.

13. Confidentiality

We owe you a duty of confidentiality in respect of information relating to you which we obtain during the course of our retainer. All such information will be regarded as, and kept confidential at all times unless you instruct us to disclose information or except in the circumstances set out within these terms.

Our duty of confidentiality to you is subject to any disclosures we are required to make in good faith to the police, governmental, regulatory or supervisory authorities in relation to any statutory or regulatory obligations. In particular, we are required, without your knowledge or consent, to report any awareness or suspicion of money laundering in relation to the proceeds of any crime. We can also be ordered by the Government Agencies to disclose information and answer questions about your private affairs, again without your knowledge and consent.

Sometimes we ask other companies or people to do typing/photocopying/other work on our files to ensure this is done promptly. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

Occasionally, our files may need to be examined by external auditors (for quality purposes) and/or our external advisers (who assist the firm in maintaining quality and risk). In particular, our files may need to be assessed for quality purposes by the SRA, and your file may be one of a sample which is to be assessed. As we maintain accreditation with the Law Society's Conveyancing Quality Scheme the audit procedure may require the examination of your confidential files. These external firms or organisations are required to maintain confidentiality in relation to your files and any examination will be strictly controlled. Your acceptance of these terms and conditions is deemed to include consent to such disclosure. Please let us know if you have any concerns about this or do not want your files to be examined.

Our duty of confidentiality does not apply to a disclosure we make to our insurers pursuant to the terms of our professional indemnity insurance policy. In the event of a claim, complaint or the notification of a circumstance which may give rise to a loss or claim, we are obliged to make a notification to our insurers and this may necessarily result in your file being disclosed to our brokers or insurers. By entering into this retainer agreement with us you are expressly consenting to such disclosure.

14. Conflict

An actual or potential conflict between your interests and the interests of another client of the firm may arise during the course of a matter. If this situation arises during our dealings with you, we will discuss the position with you and determine the appropriate course of action.

15. Equality & 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.

16. Data Protection Privacy Notice

How we use your data

We are registered as a Data Controller with the Information Commissioners Office. We will use the information that you give us to provide you with legal services, as per your instructions. We will keep your information confidential and will only use it for the purpose(s) for which it was provided or as is permitted in law (i.e. for dealing with complaints or regulatory investigations).

Sharing information

We may have to share some or all of your information with other third parties. This may include barristers, experts and other third parties who we need to instruct to assist us with your matter. We may also have to share information with the Legal Ombudsman (if you complain about our services) and the Solicitors Regulation Authority (the statutory body that regulates solicitors). In doing so we will always take care to ensure that your information remains confidential and safe. We will liaise with you during your case about which experts, barristers and other third parties we instruct on your behalf.

We may need to share some or all of your information with quality assurance auditors for the purposes of their assessment of whether we are adhering to quality standards. Any examination will be strictly controlled and will be shared for the sole purpose of ensuring that our handling of your matter meets the requirements of the quality standard. Please let us know if you are happy for us to share that information. To inform us of your preference, you are invited to tick the relevant box in the notice provided with this letter and return it to us.

We may wish to contact you in the future about our other services. Please let us know if you are happy to receive that information. To inform us of your preference, you are invited to tick the relevant box in the notice provided with this letter and return it to us.

Your Rights

You have rights as a Data Subject under the General Data Protection Regulation as incorporated into the law of the United Kingdom by virtue of the *European Union (Withdrawal) Act 2018* (and known as the **UK GDPR**) and the Data Protection Act 2018 and these include the right to be informed what information we hold about you which is known as a subject access request (although obviously it is likely that you will have provided us with such information as we hold). You also have the right to request a copy of any information about you that we hold at any time, and also to have that information corrected if it is inaccurate. You also have rights to complain to the Information Commissioner's Office if you feel that your data is not being handled properly. Further Information about your rights and how to exercise them is set out in our Privacy Policy which will be provided on request. For information on how your information is used, how we maintain the security of our information, and to exercise your rights to access information we hold on you, please contact us. Similarly, if you believe that the information we hold is wrong or out of date, please let us know and we will update it. The person in this firm responsible for data protection is our Data Protection Officer, Vicky Wilson (Director) and enquiries and requests can be sent to her by telephone 01482 893366, by emailing vw@janebrookslaw.co.uk or in writing to 13 St Augustines Gate, Hedon, HU12 8EU.

How long will we hold your data?

We will only hold your information for as necessary to provide you with legal services and then for only so long as we are required either contractually or under our regulatory obligations. After this time, we will confidentially destroy all information that we hold about you other than your name, address and date of birth which we will be obliged to continue to hold for the purposes of ensuring that we never act for another client where doing so would conflict with our obligations of confidentiality to you.

17. Money Laundering

Notification

Solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money.

Under the provisions of our statutory obligations (in particular with regard to our obligations under the Money Laundering Regulations 2017 and other relevant legislation including the Proceeds of Crime Act 2002 and the Terrorism Act 2000), we are under a strict duty to report any circumstances where we know or suspect that a client or matter is involved in money laundering or terrorist financing, to the National Crime Agency. Under these circumstances, we may be precluded from informing you of the disclosure or seeking your consent. If we make a disclosure, we may also have to stop working on your matter for a period of time and may not be able to tell you why.

Identification

In view of the above, the law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. We may also be required to carry out background checks on our clients and to make detailed enquiries as to the source of funds being used in relation to transactions on which we are instructed to advise.

Depending on the type of transaction and/or whether it falls into a regulated sector, we may ask you to provide us with proof of your identity and/or to make searches of appropriate databases. The fee for these searches will appear on your bill under expenses.

We are required to retain records of the identification obtained. We may delay, decline or cease to act for you if we have requested to see proof of your identity, but there has been an unreasonable delay in providing it.

If as a result of meeting our statutory obligations, or executing our internal procedures put in place to meet those obligations in good faith, we cause you loss, damage or delay, our liability to you will not exceed the minimum level of Professional Indemnity insurance cover as specified by the SRA Standards and Regulations.

18. Mortgage fraud

If we are also acting for your proposed lender in a Conveyancing transaction, we have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage. This includes:

- any differences between your mortgage application and information we receive during the transaction
- any cash back payments or discount schemes that a seller is giving you

19. Referrals

If your matter has been referred to us by a third party and we have a financial arrangement with that third party then we shall disclose all relevant details to you in our Client Care Letter including the name of the referrer and the amount of any payment we make to that third party for referring you to us. Similarly, if we receive a financial benefit as a result of acting for you, we will tell you of the amount in our Client Care Letter.

If the third party is paying us to provide services to you, we will inform you in our Client Care Letter of the amount the third party is paying us to provide services to you and, where applicable, the amount you are obliged to pay the third party.

Despite any financial relationship with a third party, we will provide you with independent advice and you are entitled to and we hope that you will feel happy to raise questions with us about any aspect of your matter.

Any information you provide to us or any advice that we give you during your matter will not be shared with the third party unless you expressly agree.

However, please note that if we are acting both for you and the third party in this matter, we may have to stop acting for both of you if there is a conflict of interest.

20. E-mail Communications

If you have the necessary facilities we will sometimes use E-mail for communication with you unless you tell us not to.

There are some specific points of which you should be aware:

- (i) Communications over the Internet are not completely secure. You will have to guide us as to what should or should not be sent over the Internet.
- (ii) Viruses or other harmful devices may be spread over the Internet. We take reasonable precautions to prevent these problems by use of a firewall and virus checking software. If we are to communicate by E-mail, it is on the basis that you will do likewise.

21. Termination

Termination by you

You may withdraw your instructions at any time by written notice to us.

Should your matter not be carried through to completion then a charge will be made in respect of the work that has already been completed based upon the fee structure that has been agreed. VAT or similar taxes will be payable on that amount and you will also be billed for any disbursements incurred.

We will be entitled to keep all your papers and documents whilst there is money owing to us for our fees and expenses.

Termination by us

In some circumstances, we may consider that we ought to cease acting for you. We will only decline to act further for you where we have reasonable grounds to do so (for example: failure by you to settle invoices in full on the due date or to make payments in advance when so requested; failure by you to give clear and proper instructions on how we are to proceed; if it is clear that you have lost confidence in how we are carrying out your instructions; if by continuing to act we would be in breach of the law or rules of professional conduct). If we do cease to act for you then we will confirm in writing the reasons why and give you reasonable notice.

22. Storage of files

At the end of the matter, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.

At the conclusion of your matter, we will store your file of papers for a reasonable period of time. We would usually store casefiles for six years from the date of the final bill but reserve the right to determine the period of storage. Such papers or files may be stored in an electronic form (with the original paper version being destroyed as soon as it is scanned and saved as an electronic file).

There may be documents such as deeds or wills which we have agreed to deposit for you in safe custody or documents that you have otherwise asked to be returned to you. We will not destroy any such documents.

This service is currently free of charge. [We do not always store clients' deeds and documents on our own premises but outsource our storage facilities to independent third parties.]

We also reserve our rights to destroy your files and papers (whether electronic or paper based) after a reasonable period, without prior notice to you, unless we receive a written request from you during this period. At your request we will return any papers or property belonging to you which are not subject to a lien or otherwise being stored for safe keeping.

If we retrieve papers or documents or electronic data from storage in relation to continuing or renewing instructions to act for you, we will not charge for the direct cost for retrieval from storage. You may also have a right to be provided with a copy of personal data held by us as part of a legitimate subject access request (see the data protection section above). However, in all other cases, we reserve the right to make a charge for the retrieval or delivery of any stored files (including electronic data), papers or deeds or a charge based on the time we spend reading stored files, papers or deeds, writing letters or other work necessary to comply with your instructions. If charges are made, they would be based on our hourly rate applicable at the given time and/or any reasonable postage charges, where applicable, but we would always discuss this with you beforehand.

23. Third Party Rights

The Contracts (Rights of Third Parties) Act 1999 does not apply to the terms of our retainer with you or any subsequent amendment to it unless we expressly confirm in writing this it does apply.

24. Enforcement

In the event that any of these terms and conditions are held to be invalid, the remainder of the terms and conditions will remain in full force and effect.

25. Governing law

These terms and conditions shall be governed by, and construed in accordance with, the law of England & Wales.

The Courts of England & Wales shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this agreement and any matter arising from it.

26. Future instructions

Unless otherwise agreed, and subject to the application of then current hourly rates, these Terms and Conditions of Business shall apply to any future instructions given by you to us. Although your continuing instructions in this matter will amount to an acceptance of these terms and conditions of business, it will be helpful if you will please sign and return one copy of them for us to retain on our file.

As this is an important document, please keep your copy in a safe place for future reference.

27. Leasehold Property Purchases - Apartments

Due to the implementation of the Building Safety Act 2022, we may be unable to act for you on your leasehold property transaction where particular lenders are involved.

The Building Safety Act has highlighted a number of complexities associated with purchases of Leasehold apartments, some of which may be beyond the scope of our retainer.

When you instruct us to assist you in purchasing a leasehold apartment, we will check which lender you are using and inform you if we can proceed. Please note, surveys and searches that are conducted may not reveal certain defects in a leasehold apartment that may need to be explored further. There are some important questions you must be sure of before you proceed to purchase the property, including:

1. any obligations imposed by your lender in respect of whether you must contribute towards the cost of remediation work to the building.
2. the remediation status of the building.
3. the impact of any remediation timescales on your purchase.
4. whether the building falls within the scope of the Building Safety Act 2022 and the implications of that status.

Due to these issues, Jane Brooks Law reserves the right to cease acting where a lender imposes unreasonable terms with which cannot be complied with, and/or to review the fees initially quoted.

28. Climate Change

We will not provide any advice on or do any work in connection with any advice concerning climate change other than to advise you that we can obtain a climate change report for you and that you need to be aware of the risks associated with property ownership and climate change that can be divided into -

Physical risk - environmental impacts that could affect the value of your new property from an enhanced risk of flooding, subsidence or coastal erosion, wind damage, changes in ground conditions or other issues that arise due to climate change.

Transition risk - the impact of new Government policy, legislation, or regulation which could impact on property ownership including changes to energy performance ratings, retrofitting to meet new standards, the imposition of new obligations on property owners or other matters that could have a detrimental effect on property ownership or the value or marketability of your new property.

Liability risks - a third party seeking damages from you or your insurer as a result of loss being sustained as a result of the physical or transitional risk related to climate change.

If you obtain a climate change report during the conveyancing process, we will not be able to advise you on it and if you require advice or have any questions concerning it we will refer you to the report provider.

If you require this information in large print, please contact us