

Barretts Solicitors

Terms of engagement

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1 Introduction

1.1 **What terms apply.** These are the terms on which we (Barretts Solicitors) will provide you (the clients) with legal services. They should be read together with letters or emails from us which may amend them to be relevant to your specific transaction. Where there is any conflict between them, the specific terms in the letter or email override these general terms.

1.2 **Who to contact.** If you have any questions about these terms, please contact Michael Barrett or John Adler, the partners in the firm, as soon as possible.

1.3 **How you accept the terms.** Your continuing instructions in this matter will indicate your acceptance of our terms of engagement.

1.4 **Application to future business.** Unless otherwise agreed, and

subject to the application of then current hourly rates, these terms and conditions of business will apply to any future instructions given to this firm.

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2 Carrying out your work

2.1 **Scope of action.** We are authorised, unless otherwise agreed, to take such action as we think necessary to obtain the required result, and we are not required to refer to you for specific instructions every time we take a step. If you wish to set a limit to what we are required to do, or a limit to expenditure, you must notify us of this in advance.

2.2 **How we will work.** We intend to provide the level of service consistent with properly and efficiently handling your transaction. What will include communications from us (by email if that is available) to inform you of developments as and when reasonably required.

2.3 **Who is responsible.** One person will generally be responsible for the day to day handling of your transaction and will be your contact in our firm. A partner will have overall responsibility for your transaction. Work on your transaction may be split as appropriate between solicitors and non-solicitors.

2.4 **Who will handle your case.** The person in our firm who you deal with at the start will normally carry out your transaction. But if the nature of the work or the cost makes it more appropriate for one person rather than another to work on your transaction, we may make such a change. Michael Barrett and John Adler are solicitors. Christine Corion is a conveyancing assistant. When Christine conducts work on a case, the legal aspects are carried out or approved by Michael Barrett or, if he is not available, by John Adler, who are the supervisors in the firm.

2.5 **Communicating with one client for all.** Where we are acting for more than one person, you agree that we may communicate with one of you, on behalf of all.

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3 Calculating our fees

3.1 **Fee estimates for property transactions.** In a property transaction (a sale, purchase or re-mortgage) we will give you an estimate for our fees ('our estimate') plus details of anticipated disbursements and VAT. Our estimate will be for the fees we will charge you for our professional services for the property transaction as you describe it to us and, subject to that, on the assumption that it will be a normal transaction to be carried out on a normal time scale without unusual complications or requirements, and with time spent only on work reasonably necessary in the transaction, and on the additional assumptions set out below as to the type and extent of work involved. The basis of charging is as set out in 'Fee bases' below. If we anticipate applying an hourly rate, we will estimate the number of hours. We may give a cost

range estimate where we are giving an estimate before the extent of the work of the complexity of the transaction is known (e.g. before seeing the documentation).

3.2 Fee estimates for purchases. Our estimate will be for carrying out the following work:

- investigating the title to the property
- carrying out searches with respect to title and local government information for the property
- reviewing replies given by the seller to pre-contract enquiries
- negotiating the purchase contract
- negotiating a transfer document
- advising you in respect of your mortgage offer
- preparing a report on title
- proceeding to exchange of contracts and then completion of the purchase
- transferring funds by telegraphic transfer to the seller's solicitors and the relevant taxes
- calculating Stamp Duty Land Tax on the purchase and preparing and submitting to HM Revenue and Customs the appropriate forms
- registering the purchase and the mortgage at the Land Registry

3.2 Fee estimates for sales. Our estimate will be for carrying out the following work:

- reviewing the title to the property
- preparing and negotiating a draft contract
- answering or assisting you in answering property information forms and any enquiries raised by the buyers' solicitors
- negotiating a transfer document
- proceeding to exchange of contracts and then completion of the sale
- transferring funds by telegraphic transfer to you and your lenders
- registering the purchase and the mortgage at the Land Registry

3.3 Assumptions. Any estimate for a sale or purchase is calculated on the basis that:

- the property is currently held under a single freehold or leasehold title at the Land Registry with no title defects
- there are no planning or other regulatory problems for the property
- one contract is submitted to one purchaser
- the purchase will be on the basis of an unconditional contract and the property is required with vacant possession
- completion takes place on the date agreed in the contract

3.4 Circumstances in which our fees will increase. Our fees will increase if the assumptions set out above are not met, or there are any new or changed requirements on your part, or unforeseen circumstances, which lead to additional work or responsibility. We will not undertake additional work or responsibility without informing you first so that you can decide whether or

not to incur such cost. We will be entitled to charge in accordance with the 'other fee bases' set out below for any additional work or responsibility.

3.5 Default estimate. If we do not give you a specific estimate or quotation separate from these terms of engagement, then 0.4% of the sale price or purchase price is our estimate, but this is not binding on you.

3.6 Estimates for disbursements. We will give you an estimate of any disbursements (see 4 below) or other payments likely to be needed to third parties and when payment is likely to be needed. Any estimate or quotation we provide for disbursements or other payments is only an indication based on our assumptions when we make the estimate and will not limit your liability for disbursements and expenses actually incurred in the transaction.

3.7 Estimates for non-property transactions. In cases other than property transactions, we will as soon as the issues and work are clear provide you with an estimate of the fees likely to be incurred, but the estimate will not be binding on us as a fixed fee or cap (unless we agree otherwise with you). We will let you know before the fees incurred exceed the amount estimated, and where possible we will provide a revised estimate before any extra fees and expenses are incurred.

3.8 Fee bases. Where no other basis for calculating our fees is agreed between us at the outset of a matter, our fees will be calculated by reference to a number of factors including the time spent, the amount of money involved, the complexity and urgency of the matter, the degree of specialist knowledge required and any other relevant considerations. To the extent that time is a factor, an hourly rate based upon the seniority and experience of the person dealing with the matter will be applied. The relevant hourly rates are: partners, £300; other solicitors, £250, non-qualified staff, £150. There will be a minimum charge of 6 minutes (0.1 of an hour) for each communication made or received (e.g. letters, emails, faxes and telephone calls).

3.9 Limiting our fees. On each matter where a charge based on time spent is appropriate, we will keep a record of the time spent which is charged to you and will, if requested, provide you with a breakdown of it and the fees incurred. If you wish, you may write to us to impose an upper limit on the amount of fees which can be incurred after that time without your further agreement.

3.10 Abortive costs. Property sales and purchases which fail to complete often involve as much work as those which reach completion. If a transaction on which we give an estimate does not reach completion we will charge you a reasonable fee for the work done, based on the time spent. This fee will not exceed the estimated fee, even if the time spent would justify a higher fee, but it may be close to the estimated fee if, for example, the work which would have been necessary for the completed transaction has substantially been carried out.

3.11 Retentions for service charges. We do not include acting as holder of a retention for a seller's liability for excess service charges as part of the work covered by our estimate or quotation. The Standard Conditions of Sale (governing residential property transactions) provide for any liability for excess

service charges to be dealt with between the parties themselves when the figures are known, without requiring a retention to held by solicitors. Retentions held by us involve administrative and legal time, often out of proportion to the amount retained. If you require us to hold a retention, we may charge for the time spent in relation to it, and we are entitled to be paid at completion a reasonable amount on account of such potential liability. (As an indication, in our opinion £500 would be a fair amount in many cases.)

3.12 VAT on top. Our fees are subject to value added tax. Hourly charge rates, agreed fees and estimates are exclusive of value added tax, disbursements and expenses (which means VAT is paid in addition).

3.13 Money 'on account' and interim bills. We are entitled to ask you to provide us with a reasonable sum on account of our likely bill (including VAT) to cover work we have already done or are about to do. We are entitled to issue interim bills at intervals decided by us but not more for sums less than £1,000.

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4 Disbursements and other expenses

4.1 'Disbursements'. This is the word solicitors use to describe payments we make on your behalf in the course of a transaction to third parties providing relevant services. These would include search fees, stamp duty land tax, Land Registry fees, landlord's notice fees, charges by lenders for providing redemption statements and updates, and the fees of third parties like surveyors and barristers who may be providing advice.

4.2 Authority to incur expenses. We are entitled to incur and pay disbursements on your behalf. You authorise us to incur such search fees as we regard as necessary on your transaction and to pay all notice fees. We will, where appropriate, tell you in advance of any other expenses which are to be incurred. If you wish, you may write to us to set an upper limit on the amount of such expenses which can be incurred without your further agreement.

4.3 Payment for disbursements. You must reimburse to us on demand any disbursements we make on your behalf. We are entitled to require you to pay us the full amount of any disbursements on account, and will normally do so for search fees. We have no obligation to pay disbursements or commence searches unless you provide us with the funds for that purpose if requested.

4.4 Our expenses. In addition to our fees for legal services and expenses, we will charge you for some of the firm's own expenses incurred on your transaction. These may include expenses such as photocopying and binding, motorbike deliveries, fax and telephone expenses, travelling expenses and electronic money transfer charges. We may charge a reasonable additional amount in respect of administrative time in arranging any services. We are entitled to charge fees at current hourly rates for the giving of instructions to counsel.

4.3 **VAT on top.** Value added tax is payable on certain disbursements and expenses

3.13 **Money 'on account'.** We are entitled to ask you to provide us with funds equal to the amount of any liability of ours for any disbursement or other expenses incurred or to be incurred with your approval, including the amount for which we would be liable under any undertaking given with your approval, and to apply such funds to meeting the liability to which they relate or reimbursing us for meeting such liability, and to retain such funds as security against such liability until such time as the liability ceases.

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5 Billing arrangements

5.1 **Payment on account.** We may at any time require you to pay to us reasonable sums on account of anticipated fees, disbursements, expenses and value added tax. We will not be obliged to start or continue work until we receive such sums.

5.2 **Interim bills.** Unless the matter is concluded within a short period of time, we may send you periodic interim bills.

5.3 **Queries and objections.** If you have any query on a bill please contact the person dealing with your matter or one of the partners. Acts of Parliament and regulations give clients procedures for challenging a solicitors bill. For non-contentious work (legal work which does not involve court proceedings, e.g. conveyancing and probate) sections 70, 71 and 72 of the Solicitors Act 1974 set out your rights in relation to having the bill assessed by the court. An application to the court must be made within one month of the delivery of the bill.

5.4 **Lender's legal costs.** If you are a purchaser and you have agreed with the lenders to pay their costs we may include the fees for acting for them in our bill to you.

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6 Payment of our bills

6.1 **Payment in 30 days.** In return for our services we ask that you pay our bills promptly. If a bill is not paid in full within 30 days, we reserve the right to charge interest on the amount outstanding at the rate allowed under the Late Payment of Commercial Debts (Interest) (No. 3) Order 2002 from time to time.

6.2 **Sterling.** Payment of fees, disbursements, expenses and value added tax should be made in pounds sterling by cheque or bank transfer. We do not accept cash.

6.3 **Stopping work and retaining documents.** If you do not pay (whether on account or otherwise) our fees, disbursements, expenses or value added

tax in accordance with these terms we reserve the right to stop acting for you. We also reserve the right to exercise a lien on and to retain any documents belonging to you while we are awaiting payment of any money you owe us.

6.4 Using funds we hold. In a property transaction, we will normally send you a bill for our fees and expenses after exchange of contracts. Payment of the bill is due on or before completion. If we are in possession of funds, and we have sent you a bill, you authorise us to deduct our charges and expenses from those funds, in priority to payment of any other expenses payable on your behalf.

6.5 Interest. If the whole of the bill has not been paid we are entitled to charge interest on the outstanding amount of the bill in accordance with Article 5 of the Solicitors (Non-Contentious Business) Remuneration Order 2009.

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7 Money

7.1 Payment to you. You authorise us to make all payments to you by bank transfer for which we will charge our then current charge for making bank transfers.

7.2 Payment to us. We request you to make all payments to us by bank transfer rather than by cheque, but we will of course accept cheques if that is more convenient for you, but we would prefer that you make payments electronically whenever possible.

7.2 No cash. We will not accept any payment in cash.

7.3 No third party payments. You must not allow any third party to make any payment into our account without our prior permission. We are only allowed to accept payment for a property transaction from our clients. When we act for you and your lenders in a purchase we may be obliged by the lenders' instructions to inform them of any funds for the transaction which you receive from third parties.

7.4 Delaying paying in cheques. If you send us a cheque on account of expenses or for our bill we are obliged by Law Society Accounts Rules to pay the cheque into our account as soon as possible. It may be inconvenient to arrange a physical payment into the account if we have few other cheque payments. You authorise us at our discretion to delay paying into our client or office account any cheque paid to us on account of costs or for our bill. This will not affect our obligations for the payment into the accounts of other money for your transaction.

7.5 Holding client money. Any money received on behalf of clients will be held in our client account.

7.6 Interest on client money. Interest will be calculated and paid to clients at the rate from time to time payable on Barclays Bank plc client accounts.

This will probably be lower than the best rate you could find for your own investments – partly because client accounts must be ‘instant access’. The period for which interest will be paid will normally run from the date on which funds are received by us until the date of issue of any cheque or electronic payment from a client account. In view of the work involved in calculating and making payments, no interest is payable if the amount calculated on the balance held is £20 or less.

7.7 Requesting lenders’ funds in time. Where you are borrowing from lenders in a property transaction, we will ask the lenders to arrange that the loan money is sent by CHAPS so that we receive it the working 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 lenders may charge interest from the date of the transfer of the payment.

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8 Tax advice and investment services

8.1 No tax advice. Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We are not qualified to advise you on the tax implications of a transaction that you instruct us to carry out or the likelihood of them arising unless we expressly state we can advise you on a particular issue.

8.2 Limited investment advice. This firm is not authorised under the Financial Services and Markets Act 2000 but we may be able in certain circumstances to offer a limited range of investment services to clients by virtue of being members of The Law Society, if they are an incidental part of the professional services we have been engaged to provide.

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9 Money laundering

9.1 Obligation to check information. Under the Proceeds of Crime Act 2002 and other acts and regulations relating to money laundering and the proceeds of crime (‘the relevant law’) we are obliged by law to obtain from you evidence of your identity, your home address and other information relating to your business activities. We would ask for your cooperation in this. We will not be able to act on your behalf if you do not give us the information necessary to enable us to comply with our obligations when required.

9.2 Obligation to report suspicions. Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to statutory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the Serious Organised Crime Agency (‘a money-laundering disclosure’). Where a solicitor knows or suspects that a transaction on behalf of client involves money-laundering, the

solicitor may be required to make a money-laundering disclosure. If, while we are acting for you, it becomes necessary to make a money-laundering disclosure, we may not be able to inform you that a disclosure has been made or of the reasons for it.

9.3 **Your obligations.** You must comply with the relevant law yourself in all respects, and use your best endeavours to enable us to do so. You must provide us with all relevant information rather than waiting for us to ask.

9.4 **Protection for us.** We are obliged to comply with statutory obligations to combat money laundering and shall not be liable for any losses sustained as a result of complying with those obligations.

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10 E-mail and fax

10.1 **Communication methods.** Unless you instruct us not to do so, we may communicate with you by e-mail and send faxes to you on any number you have notified to us. Any estimate or quotation of fees is based on the assumption that our communications with you will be by e-mail throughout the transaction, and we reserve the right to amend such estimate or quotation if that is not the case.

10.2 **Security of emails etc.** We will communicate with others when appropriate by e-mail or fax but we cannot be responsible for the security of correspondence and documents sent by such media.

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11 Files and documents

11.1 **File storage arrangements.** Once a matter is completed we normally store our files and papers relating to it for a reasonable period (normally a minimum of six years). Unless otherwise agreed in writing we reserve the right to destroy these at the end of that period without further reference to you. If we retrieve a file from storage at your request we will charge you the amount charged to us by the storage company. We may make a charge for the time spent at your request in retrieving or delivering papers or documents, or for reading correspondence or carrying out other work necessary to comply with your instructions in relation to the file. We are entitled to request payment on account as above.

11.2 **Handling documents.** We do not agree to store original documents once a matter is completed. We will seek to agree arrangements with you for their collection or delivery, but if we are unable to obtain your instructions within a reasonable period, we may send them to you by normal post at your last known address. We accept no responsibility for loss of or damage to any such documents. These may include the original title deeds and documents for your property and it is important that you keep them stored safely.

11.3 **Closing files.** We may stop work on your case, close our file and store it if we regard the work as substantially completed and we are unable after reasonable efforts to obtain necessary instructions or information from you to enable us to take further action.

11.4 **Copying charges.** You are entitled to request your file but, in that case, we need to keep a copy for insurance purposes so, if you request your file or a copy of your file, we are entitled to be paid the cost we reasonably incur in having a copy made by a copying bureau, and we are entitled to receive payment of the reasonable estimated cost before providing you with the copies or the original file.

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12 Data Protection Act 1998

12.1 **Confidentiality.** We will not, except with your consent or as required by law, disclose to any third party any personal data which we obtain from you for the purposes of or in performing services which we provide to you.

12.2 **Data protection.** The Data Protection Act 1998 requires us to advise clients that their particulars are held on our database. We may, from time to time, use these details to send information which we think might be of interest to our clients. Your name and contact details will be placed on our marketing database which we use for the purpose of sending out mailings by post and by email which you have requested or which we believe may be of interest to you. You agree to your details being retained on a computer database. If you have any objection to your details being held on our database you can require us to remove your details from that database. We do not make such information available to any other provider of products or services.

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13 Standard of service and complaints procedure

13.1 **Our complaints procedure.** We hope that you will be entirely satisfied with our service. However, if you have any complaints or concerns, you are entitled to complain to us, and we have established a procedure for handling complaints (including complaints about the standard of professional services we provide, or the firm's bill). A copy of our complaints handling procedure is available on request.

13.2 **How to complain.** If you are dissatisfied with any aspect of the service we provide, please refer your complaint initially to Michael Barrett or John Adler, the partners. See clause 1 for our contact details. The complaint should be put in writing explaining what action is requested.

13.3 **The Legal Ombudsman.** If you are still not satisfied, you can then contact the Legal Ombudsman at PO Box 15870, Birmingham B30 9EB about your complaint. Any complaint to the Legal Ombudsman must usually be made within six months of the end of our work for you or within six month of

you finding out there was a problem. For further information, you should contact the Legal Ombudsman on 0300 555 0333 (+44 121 245 3050 from overseas) or email them at enquiries@legalombudsman.org.uk

13.4 Right to object to our bill. If you are not happy with our bill, and we have not been able to resolve your complaint, there may also be a right to object to the bill by making a complaint to the Legal Ombudsman.

13.5 Your comments and suggestions. If we don't have happy clients, very soon we won't have a business. So we would be very grateful if you would take the time and trouble to let us know how you feel about our service, and any criticisms or suggestions you have to make. It is in our interests to take criticisms on board and to adapt if things are going wrong. We are, of course, also pleased to hear if you are happy with the service we give you.

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14 Our liability to you

14.1 Claims against firm only. You agree that any claim of any kind arising out of or in connection with this engagement will be brought only against the firm of Barretts and that no claims in respect of our engagement will be brought personally against any of our partners, employees or consultants. This provision will not limit or exclude our liabilities as a partnership for the acts or omissions of our partners, employees and consultants.

14.2 No responsibility for third party advice. If we engage other professionals (such as surveyors or barristers) on your behalf we do so as your agent and accept no responsibility for their advice, acts or omissions.

14.3 Limitation on exclusions. The exclusions and limitations in this paragraph 14 will not operate to exclude or limit any liability for fraud or any liability which cannot lawfully be excluded or limited.

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15 Force majeure

15.1 Problems beyond our control. We will not be liable to you if we are unable to provide our services as a result of any cause beyond our reasonable control.

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16 Third party rights

16.1 Limitation of third parties' rights. None of these terms (other than paragraph 14.1) is intended to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999. Accordingly no third party (other than a partner, employee or consultant wishing to rely on paragraph 14.1) shall have

any right to enforce or rely on any of these terms.

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17 Termination

17.1 Termination by you. You may terminate your instructions to us by giving notice in writing at any time. Please note however that we will be entitled to retain your papers and documents while there is money owing to us for our fees, disbursements, expenses or value added tax.

17.2 Termination by us. We may decide to stop acting for you only with good reasons, which would include: if you do not pay an interim bill, or if you do not comply with a proper request to pay us a reasonable sum on account of our fees and expenses, or if you fail to give us clear instructions, or if you give us instructions which conflict with our rules of professional conduct, or if the relationship of client and solicitor has broken down. We will notify you in writing of any such decision.

17.3 Fees for work till termination. If we cease to act for you, you will pay our fees, disbursements and expenses on the agreed basis (including those not yet billed) up to the time we stop acting for you.

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18 Discrimination

18.1 Avoiding discrimination. We do not condone any form of discrimination. In broad terms, discrimination on grounds of race, sex (including marital status, pregnancy, maternity, paternity and gender reassignment), disability, sexual orientation (including civil partnership), religious beliefs and age are unlawful. If you require us to act in a way which would be discriminatory, or if you act in a way which is discriminatory in the course of the transaction, we reserve the right to cease to act.

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19 Governing law

19.1 English law and courts. These terms are governed by English law and both you and we agree to submit to the exclusive jurisdiction of the English Courts.

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20 Our responsibilities and your responsibilities

We set out below what we will do and what you will do in a purchase or sale transaction. This is a statement of what we will expect, and what you can

expect, in a standard transaction, unless you give instructions to the contrary. This is intended to inform you, not to bind you. It is always open to you as the client to instruct us to act differently, and we will also act differently if your interests demand it.

Purchases

20.1 What we will do. We will handle all dealings with the sellers' solicitors. We will carry out the legal investigations and searches which should be carried out in connection with your property purchase. If we are also acting for your lenders, we will act in accordance with their instructions to us.

20.2 What we will not do. We will not carry out a physical inspection of the property. We will not advise on the valuation of the property nor the suitability of your mortgage nor any other financial arrangements. We will not advise on any environmental liabilities where we shall assume, unless you tell us in writing to the contrary, that you are making your own arrangements for any appropriate environmental survey or investigations. We may, however, need to obtain on behalf of your lender at your expense an environmental search.

20.3 What you will do. You will be responsible for all dealings with the sellers and the sellers' agents, obtaining your mortgage, complying with any mortgage conditions and complying with any action required from you so that we can request the mortgage advance. You will be responsible for negotiating the purchase terms, and any subsequent negotiations including details of contents to be included in the sale.

20.4 Authority to submit SDLT return. It is a term of most mortgage instructions that you must authorise us to act as your agent to submit the Stamp Duty Land Tax return to Revenue & Customs. This return is a report by you on the transaction and is relevant to any stamp duty land tax ('SDLT') you may have to pay. By instructing us in your purchase, you authorise us to complete the return based on the details of the transaction and information received by us from you and/or other parties and to submit the return on your behalf after completion.

Sales

20.5 What we will do. We will handle all dealings with the buyers' solicitors. If appropriate, we will obtain a redemption figure from your lenders and remit that money to them at completion.

20.6 What you will do. You will be responsible for all dealings with the buyers and the buyers' agents. You will be responsible for negotiating the sale terms, and any subsequent negotiations including details of contents to be included in the sale. You will answer the enquiries raised by the buyers' solicitors (with our advice on legal issues) and you must provide any relevant documentation which is required from your own possession or from third parties (such as managing agents, your landlords, management company, or your local authority).

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21 Information we are required to provide to you

The Provision of Services Regulations 2009 require us to provide you with the following information.

21.1 Our insurance cover. As solicitors, we are required to have professional indemnity insurance. We are currently insured for at least the minimum level of insurance required by the Solicitors Regulation Authority. The territorial coverage of our policy is worldwide. The contact details of our insurer are: XL Insurance Company Limited, c/o Aon Claims Solutions, 8 Devonshire Square, London EC2M 4PL Tel: 01268 764141, Fax: 020 7301 4061

21.2 How to contact us. Our contact details are: Barretts Solicitors, 107 Gray's Inn Road, London WC1X 8TZ. Tel: 020 7404 0702. Fax: 020 7404 9258. Email: mail@barrettssolicitors.co.uk.

21.3 Our registration with the SRA. Barretts is a firm of UK solicitors subject to the Solicitors' Code of Conduct 2011 and authorised and regulated by the Solicitors Regulation Authority. Our registration number with the SRA is 46658. The SRA's address is Ipsley Court, Berrington Close, Redditch B98 0TD. Telephone: 0870 606 2555. The rules governing solicitors can be read on their website: www.sra.org.uk.

21.4 Our professional rules. You can access the detailed professional rules applicable to us at www.sra.org.uk.

21.5 Value Added Tax. Our VAT registration number is: 225 0951 81

21.6 Complaint resolution procedures. Details of our complaint resolution procedures are set out in clause 13. Standard of service and complaints procedure.

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22 Conveyancing Quality Scheme

22.1 Obligations. We are members of the Law Society's Conveyancing Quality Scheme. This imposes on us professional obligations which apply to how we conduct sales and purchases. The obligations include those set out in the Law Society's Conveyancing Protocol. By instructing us, you agree and instruct us to act in accordance with the terms and spirit of the Scheme and the Protocol. We can provide details of the Scheme and a copy of the Protocol on request.

22.2 Sharing of information. The Protocol includes a positive obligation on us as solicitors to share information with others (e.g. the estate agents and the other solicitors) to assist in the efficient management of each transaction or chain of transactions. This includes information about any related purchase and any other transactions in the chain. In particular, if you are buying you authorise us to tell the sellers' solicitors if you wish us to delay submitting

property searches e.g. because you do not yet have a buyer for your own property. The general idea is that every party and solicitor in the chain should be aware of the position of other parties, as far as possible. If you do not wish us to share particular information, tell us – in that situation, our duty of confidentiality to you overrides the duty in the Protocol to share information.

22.3 Client survey. Under the Scheme we must carry out a client survey. You are entitled to opt out, but you are assumed to have opted in unless you opt out. Please email us if you wish to opt out. If you do not notify us that you wish to opt out, you authorise us to send you a survey form.

22.4 Accreditation. As part of our continuing commitment to providing high quality of service to all our clients, we maintain accreditation with the Law Society's Conveyancing Quality Scheme. Audit procedure laid down by this scheme may require examination of clients' confidential files time to time under strictly controlled circumstances and only to duly appointed and qualified individuals. Acceptance of these terms and conditions by you is deemed to include consent to such disclosure, which may be withdrawn by you in writing at any time.

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23 Solicitors Regulation Authority

23.1 Regulation. We are authorised and regulated by The Solicitors Regulation Authority. This affects the protections available to you. In particular, we are obliged to comply with the SRA Solicitors' Code of Conduct 2011. Their website for information is www.sra.org.uk where you can find a full copy of the Solicitors Practice Rules which we must observe .

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24 Confidentiality

All advice given to clients is confidential, but:

24.1 Money Laundering Regulations may require disclosure of confidential information by law. Please note: that we accept no responsibility for any loss arising from compliance with the money laundering provisions of the Proceeds Of Crime Act 2002 and any amending legislation howsoever caused.

24.2 The Solicitors Regulation Authority and other supervisory bodies may call for a file which is the subject of a complaint.

24.3 A court order can compel disclosure of confidential material in certain circumstances.

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