

## **OLA LESLIE SOLICITORS (CONVEYANCING) TERMS & CONDITIONS**

### **CLIENT AGREEMENT**

1. Our services will be provided in accordance with our initial letter to you and these Terms and Conditions, which should be read and signed in conjunction with the letter confirming your instructions. Our agreement with you is subject to English Law and the courts of England & Wales shall have exclusive jurisdiction.
2. A fully qualified Solicitor, or alternatively a Legal Adviser will be appointed to handle your transaction and will be supervised by the partners of Ola Leslie, who are Solicitors. The person with final responsibility and supervision for your transaction is the Firm's Managing Partner Ola Kupoluyi. The partners and staff in Ola Leslie Solicitors' conveyancing department are specialists qualified to advise you in property law.
3. Our hours of business are 9.30am to 5.30pm Monday to Friday inclusive. We are also available on Saturdays from 10am to 3pm (you will have to contact your designated lawyer directly). We do not open on all Bank Holidays, and work reduced hours on some Bank Holidays and in the Christmas week. We do not take calls outside of our hours of business but we do have a voicemail service and we will deal with any messages you leave at the next opportunity during business hours.
4. If you have instructed us following the referral of an estate agent, broker, house builder or similar introducer, our client relationship is with you and not the referrer. Any financial relationship with the referrer will be set out in our introductory letter. You are free to choose your conveyancing firm. We work to serve your best interests by providing independent and confidential legal advice and you should feel free to raise questions on any aspect.
- 5 You should consult other suitably qualified professionals for advice on non-legal matters such as the condition of the property, its services and market value, environmental issues, or for specific financial, investment or tax advice (other than Stamp Duty Land Tax). We cannot advise you on the relative merits of your chosen mortgage or insurance products or whether the terms of those products are representative of those currently available in the market. These matters should be discussed with a Financial Advisor if you have any concerns.

### **YOUR RESPONSIBILITIES**

6. Where a property is held jointly or is to be purchased jointly, we may accept and act on instructions from any joint owner or joint purchaser of the property and you agree to be bound by those instructions. Where a property is to be purchased by a company we will accept instructions from an authorised Director or the Company Secretary.
7. You should carry out your responsibilities in accordance with this agreement and as we request of you from time to time. You should bring to our attention immediately information or any discovery which you consider to be inconsistent with our understanding of your transaction, or any change in your circumstances, which may have a bearing on our acting for you or our provision of advice. It is particularly important that you provide us with instructions, information and requested forms and documents in a timely manner and that all information provided by you is true and accurate and not misleading to the best of your knowledge, information and belief. We cannot be held liable for any loss or damage arising from information or for inaccuracy or other defect in any document supplied by you

### **FEEES**

8. Wherever possible, our conveyancing work is carried out on the basis of a fixed fee. Within this fixed fee we include all conventional work associated with a typical conveyancing transaction. Occasionally, our clients require other legal services to assist them in their transaction. Wherever possible we will endeavour to provide you with a fixed fee for these additional legal services before undertaking these services on your behalf. Leasehold transactions (which include properties held jointly with Housing Associations) attract a supplemental fee due to the extra work involved which is set out on our fee illustration. A schedule of our typical prescribed additional charges is set out below. The schedule is for illustrative purposes only and is not exhaustive. The fee quoted in our client care letter is based on the information that we were provided with at the time. If your instructions differ in any way, the fees may need to be altered.
9. Mortgage lenders need specific work carried out before granting or redeeming a mortgage. Whilst this work is carried out for their benefit, they require you to be responsible for the fees for this work. Our fees for undertaking this work are included in our "fixed fee" except if stated otherwise. We have a duty to fully reveal to your lender all relevant facts about a purchase and mortgage. This may include any differences between your application and information we receive during the transaction and any cashbacks or incentives that the seller is offering to you. In the event that you refuse permission to disclose this information we will no longer be able to act for you as there will be a conflict of interest.

10. Should you require additional legal services which need us to refer you to another department within Ola Leslie then that department will confirm its own terms and conditions and its basis for charging you. There will be no allowance for their time within our conveyancing quotation.

11. Value Added Tax (VAT) will be added to our fees at the prevailing rate. The rate is currently 20%.

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12. Any fee illustration provided to you by us is based upon available information at the time of provision. It may make reference to payments made to third parties on your behalf in the course of your transaction. These may be significant, including Stamp Duty Land Tax, Land Registration Fees, local authority and other searches. It is not always possible to be aware at the outset of all such payments.

13. Any estimate given for additional work to be carried out is not intended to be fixed unless it is expressly stated as such. In the absence of such a statement it will be our best estimate of likely cost based upon the facts then known.

### **ADDITIONAL CHARGES**

14. Deeds of Covenant; Licences to Assign; Complex Statutory Declarations; Simple Declarations of Trust which are incidental to a purchase or remortgage; Powers of Attorney (general, not LPAs); or Assignment of life policy between joint holders/surrender = £150.00 plus VAT to £300.00 plus VAT per matter. Dealing with third party lawyers in matrimonial disputes; additional set of contracts in Contract Race; transfer of business overdraft; legal aid charge or other secured loan; Deed of Postponement or Deed of Guarantee = £200.00 plus VAT if the fee can be fixed, otherwise we will advise if this needs to be calculated as an hourly charge. Having to deal with any bankruptcy related proceedings is charged hourly. Transfer of Superior Freehold title in conjunction with leasehold sales or purchases; or Transfers of Equity or Deeds of Gift = £300.00 plus VAT. Auction Contract package preparation or review = 50% of standard fee in advance of auction, balancing 50% payable following successful exchange of contracts at auction. Additional work to cover formalities of a purchase by a company = between £350.00 plus VAT and £550.00 plus VAT. To deal with the work for mortgage lenders and comply with Money Laundering regulations generally in respect of gifted deposits – between £200.00 plus VAT and £500.00 plus VAT. To deal with changing an office copy register, i.e. a name or address discrepancy, between £300.00 plus VAT and £450.00 plus VAT. Our basic freehold conveyancing purchase fees start at £650.00 plus VAT if it is found to be necessary to carry out additional work when carrying out any loan related work. HM Land Registry may also require a further amount in respect of registering any of the above, we would determine this cost at the earliest opportunity and keep you advised. If you would like us to fully review your Home Buyers Survey for you, an additional £250.00 plus VAT will be charged. Please note that we are only able to give you advice on points of law; technical and structural advice should always be sought from a surveyor. Most of our property work is carried out at fixed fee as it can be based on time estimates. It does not include excessive and unreasonable/unnecessary communications from you or third parties connected to the transaction which we have to charge at an hourly rate.

### **WHEN MONEY IS REQUIRED**

15. We may ask you to make a payment on account of disbursements. If you fail to do so, we may cease to progress your transaction until payment is received.

16. Payments may be made by credit card (via Paypal) for initial searches only. A credit card charge of 5% will be added to the payment taken. Credit card payments cannot be made for purchase money balances (deposits) or stamp duty land tax if you are obtaining a mortgage.

17. Money paid to us in advance will be held in a client account separately from the firm's own money, subject to our right to transfer and use the same in payment of our fees and expenses. Whilst we always use reasonable endeavours to ensure client money held by us is invested in appropriate banks or other financial institutions, we do not accept any liability for any losses or associated costs which may arise as a result of any failure, restructuring or insolvency of any financial institution used.

18. If money is received and needs to be returned, we reserve the right to return the money to the same account from which it came. In no circumstances will we agree to transfer money to you to an overseas account, nor will we agree to transfer funds to a third party. We reserve the right to retain any nominal balance otherwise due to you to cover administration charges in dealing with your transaction where we consider it to be uneconomic to return.

19. We will not accept payments from anyone other than our clients or their lender. It is the firm's policy not to accept cash above the amount of £500.00. In the case of corporate clients, payments must be received from the company bank account. Payments from the personal accounts of Directors or the Company Secretary will not be accepted.

20. Where monies are received through a bank transfer system, we reserve the right not to use such monies until we have sufficient information to identify the source of funds and allocate the payment to a client and a specific matter.
21. Where money is required from you it is essential that this is cleared in our client account the day before we are required to use it. We do not recommend payment of substantial sums by personal cheque because of the uncertainty on clearance.
22. Any mortgage advance will be requested by us for the working day before the anticipated completion date to give us the best opportunity to send out money before a contract deadline. Any interest charged by your lender from the date of release of funds to us will be your responsibility. We cannot be liable for any delay or consequential loss caused by any delay or funds being uncleared on completion.
23. Occasionally the timescale between exchange of contracts and completion can be very tight, even from time to time, on the same day, perhaps due to pressure in a chain of transactions. In such situations, and because your lender will require five working days notice to release funds to us, we may need to request funds speculating on the proposed completion date, in order to achieve your target date. Where we request funds on such a speculative basis for your proposed move, then you alone will be responsible for any resulting administrative and interest costs.
24. On a conventional conveyancing transaction our fees become due on exchange of contracts (or on completion if no exchange is necessary).
25. Any invoices outstanding at completion will attract interest from the date of delivery at the rate payable on Judgment debts (currently 8% per annum). This will be charged on a daily basis.
26. When we receive instructions from, or on behalf of, more than one person or company to deal with any particular matter, each person or company for whom we are acting will be separately responsible for payment of the full amount of our fees and expenses.
27. Money held by us on your behalf may be taken in payment or part payment of our invoices whether they are overdue or not. The law also entitles us 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 costs are incurred. This is known as a "general lien". We are not entitled to sell property held under a 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.
28. Unless otherwise agreed you remain liable for payment of expenses, whatever the outcome of your transaction.
29. We will in each case deliver a VAT invoice, but this must by law, be addressed to the client for whom we have performed the service. Where a third party is to pay our fees the third party will not usually be able to recover the VAT element.

## **RETURNING MONEY TO YOU**

30. Any funds we hold for you will be returned to you promptly at the end of your transaction, once there is no longer any reason for us to retain the funds. In some cases such as delayed transactions or retentions where money is held for an extended period of time, we will write to you at intervals to explain the amount we are holding and why.
31. You agree that where the money to be returned to you is £5 or less, we may at our discretion write this amount off administratively instead of returning it to you. If you do not cash cheques that we send to you, do not give us your bank details and you can not be located for payments, then we will continue to try to return your funds to you and deal with your funds in accordance to the strict rules set out by the Solicitors Regulation Authority to protect client funds.

## **PAYMENT OF INTEREST**

32. Any money received on your behalf will be held in our Client Account in accordance with the Solicitors' Accounts Rules 2011. Subject to certain minimum amounts and periods of time set out in the Rules, interest will be calculated at the rate from time to time payable on HSBC Bank Designated Client Accounts (currently 0.01%). Interest will not be paid on sums held on your behalf in our client account except if you request that we transfer significant sums (over £50,000) into a separately designated Client account. If you request this then any interest earned on that designated account will be paid to you in full. This is because it is administratively difficult for us to calculate and account for interest on smaller sums pooled into our client account for short periods of time.

33. Please note in any event only interest calculated above £80.00 will be paid to you. The firm takes the view that any amount below £80 is reasonably retained by the firm to cover the administrative cost dealing with client funds. The period for which interest will be paid will normally run from the date on which cleared funds are received by us until the date of issue of any cheques from our Client Account.
34. Interest accrued from Designated Client Accounts will be paid net (i.e. with the deduction of tax). Interest accrued in the General Client Account will be paid gross (i.e. without the deduction of tax). It is the client's responsibility to declare any sums to HM Revenue & Customs. For many clients, the additional compliance cost and burden outweighs the benefit of receiving interest, and we offer our clients an opt-out to receiving interest held on our General Client Account. At the conclusion of your matter, we will advise you of any interest earned and allow you to opt-out of receiving this interest.
35. Where a client obtains borrowing from a lender in a property transaction, we will ask the lender to arrange that the loan cheque is received by us a minimum of four working days prior to the completion date. If the money can be telegraphed, 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. Such clients need to be aware that the lender may charge interest from the date of issue of their loan cheque or the telegraphing of the payment.

## **YOUR AGREEMENT TO INDEMNIFY US**

36. You agree to indemnify us against any liability or expense, which we are legally obliged to pay or incur because of acting for you. This includes errors or omissions that we make which result in a benefit to you for instance over payments made to your bank account.

## **FINANCIAL SERVICES AND INSURANCE MEDIATION SERVICES**

37. We are not authorised under the Financial Services and Markets Act 2000 to provide investment advice but we are able in certain circumstances to offer a limited range of investment services to clients because we are members of the Law Society (a designated professional body). We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and The Legal Complaints Service is the independent complaints handling body of the Law Society.
38. We are not authorised by the Financial Services Authority. However we are included on the register maintained by the Financial Services Authority so that we can carry on insurance mediation 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 Services Authority website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register)
39. On occasion, where title issues are identified on a property transaction which are capable of remedy with title insurance, and this solution would generally be recognised as acceptable to an institutional lender, then we reserve the right under our 'fixed fee' proposition to recommend what we believe to be the most expedient and cost effective solution, using title insurance as appropriate, to deal with the identified title defect.
40. If we believe it is advisable, during the course of your transaction, for defective title insurance to be put into place, we generally obtain our policies from preferred reputable providers, where they are able to provide suitable cover. We are not contractually obliged to conduct business in this way. We may charge a fee for producing the policy by prior agreement with you to cover our administrative costs in obtaining the policy.

## **CONVEYANCING SEARCHES AND INSURANCE**

41. We have special arrangements with a number of reputable commercial search organisations for the provision of our conveyancing search information. Where you have been introduced to us by an estate agent, that introducer may request that we use their preferred search companies. You are not obliged to use their preferred provider.
42. In the absence of any specific request, we will assume that you are content for us to undertake our search enquiries on your behalf with such organisations that we consider appropriate. In the event that any third party search provider's search results prove to be inaccurate, your recourse would be via their insurance cover, and we will not accept any liability for the information provided.

## **LIABILITY**

37. All reasonable skill and care will be used in the provision of our services to you. We cannot accept responsibility for changes in the law or its interpretation that occur subsequent to our advice being delivered to you or which could not reasonably be known by us at the time. 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 only limit our liability to the extent the law allows.
38. Advice given by us in the course of a matter is provided to you and you alone and only in relation to the particular circumstances of your instructions. We do not accept any liability for the use of any such advice by any other person without our express prior written consent. The Contracts (Rights of Third Parties) Act 1999 is excluded from this agreement.
39. Where you instruct other professional advisers in conjunction with your transaction, you agree that our position in the event of a claim will not be adversely prejudiced by any arrangement or limitation agreed with another of your professional advisers in respect of their potential liability.

## **INDEPENDENT LEGAL ADVICE**

40. Where we have provided you with independent legal advice only for a fixed fee, such as for the implications of entering in to a personal guarantee for a company loan, the implications of entering in to an indirect mortgage (joint owners sole-proprietor or vice versa), the implications of entering in to a mortgage that you won't benefit from, on a transfer of equity etc we are reliant on the instructions that you provide to us and you agree that the sole responsibility for your related transaction remains with the solicitor who is conducting the that transaction. Our scope of work and advice and therefore our liability will extend only to the Independent legal advice we have given you.

## **COPYRIGHT REMAINS WITH US**

41. We retain copyright in documents prepared by us but where documents are prepared for your use, we grant you an irrevocable, royalty free licence to use those documents for the purpose for which they were prepared.

## **TERMINATION AND SUSPENSION OF SERVICE**

42. You may terminate your instructions to us in writing at any time. We may decide to stop acting for you where we have reasonable grounds to do so. In this event an explanation of the reasons will be provided. We reserve the right to suspend or terminate our service if any of our invoices are unpaid or any sums requested to be paid on account are not paid in accordance with our Terms & Conditions.
43. If our instructions are terminated we are entitled by law to retain your papers and documents if there is any money owing to us or there is any liability outstanding for which we remain without recourse. In the event of termination a final invoice for any outstanding expenses will be delivered which is payable upon receipt.

## **STORAGE AND DESTRUCTION OF PAPERS & DOCUMENTS**

44. Your file of papers on completed transactions will be retained for a minimum of six years on the understanding that we have your authority to destroy it after this period of time. This does not apply to documents or deeds deposited with us for safe custody. We reserve the right to destroy correspondence files without notice where your transaction aborted prior to exchange of contracts (or completion if no exchange of contracts necessary).
45. We do not normally charge you for retrieving papers or documents from storage if it is in relation to continuing or new instructions. However we reserve the right to make a charge, other than in such circumstances, based upon time spent producing stored papers or documents together with time spent reading, corresponding or other work necessary to comply with your instructions. We also reserve the right to make a reasonable charge for copies of correspondence or documents requested of us once we have closed and stored your file.

## **GDPR & DATA PROTECTION**

46. GDPR Legislation requires your consent for holding and retaining data for any of the services which we provide to you. For us to proceed you must consent for us to hold whatever electronic data is necessary to carry out your transaction. You consent that data can be retained for up to seven years after your matter concludes or after the service is terminated. Your data will be shared with third parties where this is necessary to progress your work. For instance, when we

purchase insurance for you or contact the Land registry we will share your name and address and other relevant data in order to progress your work. We will not share your details with any other party unless you give us specific instructions to do so. We will retain the data in a secure manner in compliance with the Data Protection Laws.

47. We will also keep some of your personal information so that we can contact you with legal updates and information about our services, which may be of interest to you. This information will never be passed to any third party for marketing purposes. If you do not wish to receive updates and information about our services, then please provide us with written instructions to this effect.
48. You are confirming consent and in order to carry out your instructions we will assume you are happy with the arrangements and unless we are advised by you not to hold your data we will continue to do so. If you do not want us to hold your data we regret we are unable to perform our services. A copy of our Data Protection Policy is available on our Website or a copy can be sent on request.

## **MONEY LAUNDERING PREVENTION**

49. Evidence of a new client's identity will be required in accordance with the Money Laundering Regulations. We will also require evidence of the identity of any third party upon whom we are relying to successfully implement your instructions. In addition we will usually need to make enquiries regarding the purpose of your transaction and the source of any funds being used. We reserve the right to make electronic checks as part of our identity checks and agreement with these terms will be taken as your consent to any such checks being made.
48. If we have a suspicion of money laundering we are required to disclose this to the Serious Organised Crime Agency, overriding our duties of confidentiality to you. In the event of such a disclosure being made we do not accept any liability for consequential damages arising from compliance with the appropriate legislation.

## **EQUALITY & DIVERSITY**

49. This firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees and is required to produce a written equality and diversity policy. Please contact us if you would like to be sent a copy of our equality and diversity policy.

## **JOINT INSTRUCTIONS**

50. Where we are instructed by more than one person, firm or company to represent its legal interests those instructions will be considered to be joint and several unless the instructions are otherwise varied and agreed in writing between us.

## **COMMENTS ON OUR SERVICE**

51. We aim to provide you with a high quality service. If you believe that the service could be improved or you are dissatisfied with any aspect then please raise this matter with the person handling your matter in the first instance. If you feel that this is inappropriate or they fail to resolve your concerns then please raise the matter with the firm's Managing Partner. In the event that you wish to take matters further then you should write to Ola Kupoluyi, the Partner with responsibility for the firm, at Ola Leslie Solicitors, 60 Borough High Street London SE1 1XF. [ola.kupoluyi@olaleslie.com](mailto:ola.kupoluyi@olaleslie.com)

## **CONFIDENTIALITY**

52. Information received because of your instructions will be treated in confidence in accordance with our professional conduct rules. However, we will be entitled to disclose confidential information to our insurers, our auditors, and any other third party to the extent required by law or regulation, or where we consider it appropriate to ensure the successful implementation of your instructions. This term will continue in force beyond the termination or expiry of this agreement.
53. Because of the unregulated nature of the internet, any e-mail received could conceivably be copied, read and tampered with. Though the chance of interception may be small, the risk could be great. By accepting our terms and conditions, with e-mail as a communication method of communication between us, you agree that risk of loss of confidentiality or third party tampering is yours.
54. In respect of mortgages, we have a duty of disclosure to your lender and/or their acting solicitors in respect of any information that may be material to their lending decision. By signing these terms, you are confirming that you are waiving the duty of confidentiality which this firm owes to you in favour of a duty of disclosure which is owed to your lender and/or their acting solicitors.

## **FORCE MAJEURE**

55. We will not accept any liability for any delay or failure to fulfil our obligations under this contract because of causes beyond our reasonable control. Such causes include but are not limited to fire, floods, acts of God, acts and regulations of any government or authority, war, riot, strike, lockouts and industrial disputes

\*Delete as appropriate

\*I/We can confirm that \*I/We have read and understood Ola Leslie Solicitors' Terms and Conditions and give all consents required within it for processing my data and dealing with my case.

Print Name

Signed

Date

Print Name

Signed

Date