



# TERMS OF BUSINESS

Thompson Smith and Puxon is authorised and regulated by the Solicitors Regulation Authority (SRA). Thompson Smith and Puxon and our Solicitors are governed by Codes of Conduct and other professional rules, which you can access on the SRA's website at [www.sra.org.uk](http://www.sra.org.uk) or by calling 0370 606 2555. Our SRA authorisation number is 56440 (Colchester) and 56441 (Clacton).

We are registered for VAT purposes. Our VAT number is 103 2594 06 GB

## Contents

1	Our contract with you .....	2
2	Our responsibilities.....	2
3	Your responsibilities .....	3
4	Communicating with you.....	3
5	Scope of our legal services .....	4
6	Our liability to you .....	4
7	Our charges, expenses and disbursements .....	5
8	Funding and billing arrangements.....	6
9	Confidentiality .....	7
10	Privacy and data protection .....	8
11	Banking and related matters .....	9
12	Prevention of money laundering and terrorist financing.....	9
13	Financial services .....	10
14	Professional indemnity insurance .....	10
15	Unregulated services .....	11
16	Complaints.....	11
17	Terminating your instructions .....	11
18	Storage and retrieval of files .....	11
19	Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.....	12

## **1 Our contract with you**

- 1.1 In these Terms of Business, where we say
- 1.1.1 “we”, “us” or “our” we mean Thompson Smith and Puxon (TSP)
- 1.1.2 ‘you’ or ‘your’ we mean the client, by which we mean the person, or persons, company, partnership or other body as identified in our Engagement Letter and Summary of Work & Fee Estimate, and anyone authorised to give instructions on that client’s behalf
- 1.2 Each time you instruct us on a new matter we will send you an Engagement Letter, along with our Summary of Work & Fee Estimate. These documents set out the scope of the work we will carry out for you, our estimated fees, and contact details for your lawyer. These Terms of Business should be read in conjunction with these documents, together they form our Client Care Pack, and the contract between you and us. Where the provision of our services has commenced before this contract is made these terms will apply retrospectively
- 1.3 Unless otherwise agreed, these Terms of Business will apply to all future instructions you give us on this or any other matter. It is an important document-please read and keep it in a safe place for future reference. However, these Terms of Business are subject to change from time to time and are updated on our website at [www.tsplegal.com/Terms-of-Business](http://www.tsplegal.com/Terms-of-Business)
- 1.4 If there is any inconsistency between our Terms of Business, the Engagement Letter, and the Summary of Work & Fee Estimate then these terms prevail unless specifically amended in the Engagement Letter and signed by a director of TSP
- 1.5 Although your continuing instructions in this matter will amount to your acceptance of these Terms of Business, we ask that you return a signed and dated copy of our Engagement Letter confirming that you have understood and accept these Terms of Business and the Summary of Work & Fee Estimate provided
- 1.6 This contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales
- 1.7 Thompson Smith and Puxon is a corporate partnership. A list of the corporate partners is detailed on our letterhead or can be inspected at our Colchester office. You can find out more about Thompson Smith and Puxon (TSP) at [www.tsplegal.com/about-us/](http://www.tsplegal.com/about-us/)
- 1.8 You can find details of the postal address, fax number, telephone number and email address of each of our offices on our website at [www.tsplegal.com/contact/](http://www.tsplegal.com/contact/)

## **2 Our responsibilities**

- 2.1 To treat you fairly and with respect
- 2.2 To communicate with you in plain language
- 2.3 To review your matter regularly
- 2.4 To act in your best interest subject to regulatory requirements. We must comply with the law and the SRA Principles and Standards and Regulations. We have a professional duty to uphold the rule of law, the proper administration of justice and to act in a way that upholds public trust and confidence in the solicitors' profession, and we must comply with these duties even where this conflicts with our obligations to you
- 2.5 To explain to you the legal work which may be required and, where relevant, the prospects of a successful outcome, providing you with appropriate advice, even if such advice may be unwelcome to you
- 2.6 To explain any risks associated with following your instructions

- 2.7 To deal promptly with all communications, act promptly on instructions received and respond promptly to any questions or concerns that you may have
- 2.8 To keep you updated:
- (a) with progress on your matter
  - (b) at appropriate intervals on the likely timescale for your matter and any changes in this estimate
  - (c) on whether, where relevant, the likely outcomes still justify the likely costs and risks associated with your matter, whenever there is a material change in circumstances
  - (d) as to costs in matters not involving fixed or agreed fees
- 2.9 Not act where there is any conflict of interest, either with other clients or ourselves. We have procedures in place to identify potential conflicts that may arise throughout your matter

### **3 Your responsibilities**

- 3.1 To let us know if you have any special needs or requirements in relation to the service we are going to provide to you
- 3.2 To tell us what your expectations are and let us know if these change or if you are not sure you understand what we have discussed with you. Inform us of any time limits or objectives that might not be obvious to us
- 3.3 To provide us, promptly, with all information and documentation that we request and with clear instructions when we ask for them
- 3.4 To try to ensure that all information you give us is accurate. Unless otherwise agreed with you, we will not verify the reliability or accuracy of any information you or your other advisers provide to us. We will not be liable for any loss or damage that you may suffer if this is caused by any failure by you to provide us with accurate instructions and up to date documentation
- 3.5 Let us know about any changes that may affect the way we deal with your matter, including any change in your contact details or other changes that may affect your tax status in any jurisdiction

### **3.6 Your instructions**

- 3.6.1 If we are instructed by two or more clients jointly, then we will need instructions to be given to us and agreed by each individual client, unless we receive written authority from each individual client that we are to accept instructions from one or more named individuals. We will discuss relevant confidential information, advice and work undertaken with all of the joint clients. If it appears that a conflict of interests may arise between joint clients then we will not be able to continue to act for all of the individual clients and may need to cease to act in the matter
- 3.6.2 When instructions are given on behalf of a company, partnership or other organisation we shall be entitled to assume that these Terms have been brought to the attention of and approved by the directors of the company, the partners or members of the partnership or, in the case of any other organisation, by the appropriate officers

## **4 Communicating with you**

- 4.1 We are normally open between 9.00 am and 5.00pm Monday to Friday and closed on Bank Holidays and between Christmas and New Year
- 4.2 We will communicate with you mainly by email or telephone and will generally confirm instructions and advice with you using these methods. If you would prefer to use a different method of communication, then please let us know. Please note that other forms of communication such as SMS messages and social media correspondence (LinkedIn, WhatsApp etc.) will not be recorded or form part of your file
- 4.3 We deploy a range of information security measures to safeguard emails and ensure they remain secure. If you do not wish us to communicate information by email, please let us know. We make reasonable attempts to exclude from our emails any virus or other defect which might harm a computer or IT system. We ask that you take similar steps in connection with any electronic communications that you send to us including by installing and maintaining appropriate anti-virus and anti-malware

software. Neither you nor we shall have any liability to each other in respect of any claim or loss arising in connection with such a virus or defect in an electronic communication other than where such a claim or loss arises from bad faith or wilful default

- 4.4 We are committed to acting in a way that encourages equality, diversity and inclusion in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy

## **5 Scope of our legal services**

- 5.1 The scope of the services we will provide are set in our Summary of Work Required & Fee Estimate document

- 5.2 We will provide legal advice and services to you with reasonable care and skill. However, the nature of many types of legal work means that it is not possible to guarantee a particular outcome

- 5.3 Unless otherwise agreed in writing, we will advise only on English law. Our role in any transaction is that of legal adviser. We will not give advice on the merits of any transaction. We will not advise on surveying, valuation, planning, commercial viability, trading, environmental liabilities or marketability issues. It is not our responsibility to carry out a physical inspection of any property, nor will we advise on the suitability of any mortgage or other financial arrangements relating to a transaction. We only advise on tax when we have expressly agreed in writing to do so. Except as described at section 13 (**Financial services**), we do not provide financial services or advice

- 5.4 If you ask us to obtain advice from another law firm, that firm will be responsible for the service and advice they provide

- 5.5 Unless otherwise agreed in writing, our advice and any documents we prepare are for use only in connection with the specific matter on which we are instructed, can only be relied on by you, and reflect the law in force at the relevant time

## **6 Our liability to you**

- 6.1 Your contract is with the corporate partners of Thompson Smith and Puxon (TSP) and not with any individual employee, agent or consultant of TSP, or its corporate partners. You agree, in instructing us, that individual employees, agents or consultants of TSP or its corporate partners will have no personal legal liability in respect of loss or damage suffered by you and that you will not bring any claim in respect of loss or damage against them personally, even where they have been negligent. The provisions of this paragraph will not limit or exclude any liability that cannot be excluded at law or exclude the corporate partners' liability for the acts or omissions of the individual employees, agents or consultants of either Thompson Smith and Puxon or its corporate partners. It is agreed that these employees, agents or consultants shall be entitled to the provisions of this paragraph under the Contracts (Rights of Third Parties) Act 1999. We reserve the right to vary these terms without the consent of all or any of those persons

- 6.2 We will not be liable for:

6.2.1 Any loss, damage or delay arising out of our compliance with any statutory or regulatory requirement

6.2.2 Any loss arising from any fraudulent or negligent act or omission, misrepresentation, default or information provided by you or your employees, consultants or advisers

- 6.3 Unless explicitly agreed otherwise, in writing:

6.3.1 We do not owe, nor do we accept, any duty to any person other than you; and

6.3.2 We do not accept any liability or responsibility for any consequences arising from reliance on our advice by any person other than you

- 6.4 We are not responsible for any failure to advise or comment on matters falling outside the scope of our instructions, as set out in these Terms of Business, Engagement Letter and Summary of Work & Fee Estimate

- 6.5 Our maximum liability to you (or any other party we have agreed may rely on our services) in relation to any single matter or any group of connected matters which may be aggregated by our insurers will

be £5,000,000 including interest and costs unless we expressly state a different figure in our Engagement Letter.

- 6.6 We will not be liable if we are unable to meet our obligations to you as a result of any cause beyond our reasonable control, in the event of which you shall be entitled to terminate our engagement
- 6.7 Nothing in these Terms of Business shall exclude or restrict our liability in respect of:
- 6.7.1 death or personal injury caused by our negligence;
  - 6.7.2 fraud or fraudulent misrepresentation;
  - 6.7.3 any losses caused by wilful misconduct or dishonesty or reckless disregard of our professional obligations;
  - 6.7.4 any other losses which cannot be excluded or limited by applicable law.
- 6.8 Please ask if you would like us to explain any of the terms above.

## **7 Our charges, expenses and disbursements**

- 7.1 We have provided more specific information about our charges for your legal work in our Summary of Work & Fee Estimate
- 7.2 Unless agreed otherwise with you, we will charge for the time spent on your matter at our hourly rates. The current hourly rate for your lawyer and other team members, who may work on your matter, will be detailed in the Summary of Work & Fee Estimate. Generally, these rates are reviewed with effect from 1st January each year. If a review is carried out before your matter is concluded, we will inform you of any variation during the month of January. Our hourly rates attract VAT at the current rate
- 7.3 Our fee estimate will be based on our assessment of the amount of time that we are likely to spend on your case, including number of meetings and the number of letters and telephone calls that are likely to be involved. Our charges will be calculated by reference to the time actually spent as follows:
- (a) Time spent will be charged in units of 6 minutes.
  - (b) Routine letters, e-mails sent and received and considering routine correspondence are charged as one 6 minute unit of time as are routine outgoing and incoming telephone calls.
  - (c) Where calls, the preparation of outgoing correspondence or dealing with incoming correspondence takes longer than 6 minutes they will be charged for on a timed basis.
- 7.4 If we are carrying out our work for you on a fixed or agreed fee basis our charges will only exceed that fee if we are required to undertake work that goes beyond the extent of the work that we have been retained to undertake for the fixed or agreed fee. In that event the cost of the additional work will be based on your lawyer's hourly rates. We will notify you as soon as we can if the work we are being asked to do goes beyond that set out in the Summary of Work Required & Fee Estimate, and will provide you with an estimate of the cost of that additional work at that time
- 7.5 If for any reason your matter does not proceed to completion or our retainer is terminated before the work covered by the retainer is concluded, we will be entitled to charge you for the work done and any expenses or disbursements incurred. This work will be charged by reference to the rates referred to above.
- 7.6 If we have only been able to give you an estimate of preliminary costs to be incurred, we will provide you with an overall estimate once we are in a position to do so
- 7.7 We will keep under review the costs being incurred in your case and will inform you if it seems that the costs might become disproportionate to the benefit to you of the work being undertaken. In a long-running case, we will generally provide updating information as to costs twice a year. If you wish to be updated more frequently than this, please let us know
- 7.8 Expenses and disbursements
- 7.8.1 If we need to pay out any expenses or disbursements to a third party on your behalf we will need to receive funds from you in advance to cover such payments. If we are already holding funds on account we will send you written notification or raise an invoice so that we may transfer those funds in settlement of expenses and disbursements. If you do not provide us

with funds to cover any expenses or disbursements and as a result we do not make those payments promptly, we will not be liable for any loss that you may suffer as a consequence

- 7.8.2 In the event that we need to transfer funds by telegraphic transfer, same day payment, we will make an additional charge for this service of £30 per transfer, in addition to which our bank will charge £5 per transfer, both charges being liable to VAT, which will be payable by you
- 7.8.3 In the event that we need to carry out any kind of search at HM Land Registry the cost of the search, plus VAT will be payable by you
- 7.8.4 We are required by law to verify your identity (see section 12). We will make additional charges for these identification and verification checks, as follows. We will apply VAT at the current rate to each charge:
- For individual and joint clients, £10 per person
  - For Trust Clients, £10 per settlor, trustee and beneficiary
  - For Estate Administration, £10 per executor
  - Where a monetary gift is made as part of a property transaction, £10 per giftor whose identity we are required to verify
  - For UK based companies and organisations £10 per company / organisation. In addition, £10 for each individual beneficial owner and director we are required to identify. Where the beneficial owner is an overseas company or organisation £35 per company / organisation
  - For Non-UK companies and organisations £35. In addition, £10 for each individual beneficial owner and director we are required to identify. Where the beneficial owner is an overseas company or organisation £35 per company / organisation

Where a company or organisation structure is particularly complex, and the checks required are likely to be significantly more involved than we would normally expect, we reserve the right to charge a proportionate additional amount that we will discuss with you.

- 7.8.5 We reserve the right to charge for photocopying, which will be between 10p and £5.00 per copy depending upon size and colour. We also reserve the right to charge for scanning, reprographics, copying, printing, USB / memory sticks, data rooms, courier charges and any bundling of documents that may be necessary on your matter.
- 7.9 When a client obtains borrowing from a lender in a transaction, we will need to ask the lender to let us have the loan payment a few days before the completion date. The lender may charge the client interest from the date on which the loan monies are sent to us

## **8 Funding and billing arrangements**

- 8.1 You are liable to pay legal costs, on which VAT will also be payable, as set out in our Engagement Letter and Summary of Work Required & Fee Estimate, which also states the arrangements for billing. We will usually discuss this with you at the outset of your matter
- 8.2 If you instruct us to help you try to recover costs from another party, our charges for taking such action will be payable by you
- 8.3 Depending on the nature and likely duration of your matter, we may submit interim bills as your matter progresses. We will generally submit an interim bill at least every month, or when the unpaid work reaches £1,500. If we raise an interim bill for our costs it will be our final bill for the time period that it covers



- 8.4 We may deliver our bills to you electronically. Please let us know if you have any particular requirements for the delivery of our bills
- 8.5 Please inform us if you would like a third party to be responsible for paying our bills or any part of them. We must approve this in advance and we will need the party's name, contact details and any other information or identification documents we request. It is your responsibility to pay our bills even if someone else has agreed to pay some or all of them and our bills will still be addressed to you. If someone else does pay some of our bills, you are responsible for paying the rest
- 8.6 When acting for a limited company we may require a director and/or controlling shareholder to sign a personal guarantee in respect of the charges, expenses and disbursements of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges.
- 8.7 Where we are acting jointly for more than one person, each person shall be jointly and severally liable for each other's obligations under these terms
- 8.8 Unless we agree with you to the contrary, we will require payment of our costs, expenses and disbursements in full by the date of completion of the case, or within 14 days of our invoice, whichever is the earlier
- 8.9 Interest will be charged at 4% over Lloyds Bank plc's base rate, which may vary from time to time, if payment in full is not made within 30 days of our invoice.
- 8.10 We may cease acting for you, in this and in any other matters in which we may be acting for you, if an interim bill remains unpaid after 30 days or if our reasonable request of a payment on account of costs is not met. It is our normal procedure to ask clients to let us have payments on account of costs as their matter progresses
- 8.11 We are permitted by law to retain any money, papers or other property belonging to you which properly came into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter in respect of which the costs were incurred. This is known as a "solicitor's lien"
- 8.12 You have the right to complain about our bill. Please see section 16 (**Complaints**) for details of how to complain about our bill.
- 8.13 You also have the right to challenge our bill by applying to the court to assess the bill under Part III of the Solicitors Act 1974. The usual time limit for applying to the court for an assessment is one month from the date of delivery of the bill. If all or any part of a bill remains unpaid while the bill or any part of it is being challenged, interest will be charged on the amount that is eventually found to be payable and which has not been paid within 30 days of delivery of the bill

## **9 Confidentiality**

- 9.1 We have a professional duty of confidentiality. We will keep your information confidential, unless:
- 9.1.1 You consent to the disclosure of that information;
- 9.1.2 Disclosure of the information is required or permitted by law or regulatory requirements that apply to us;
- 9.1.3 These Terms of Business state otherwise below.
- 9.2 We may outsource certain business support functions such as document production and collation, IT, archiving and deeds storage, and certain other legal processes, such as dictation, to third party organisations in order to help us deliver efficient, cost effective legal services. We ensure all outsourcing providers operate under service agreements that are consistent with our legal and professional obligations, including in relation to confidentiality. Please see our Information Notice on our website at [www.tsplegal.com/privacy-policy/](http://www.tsplegal.com/privacy-policy/) for more information
- 9.3 External organisations, such as the Information Commissioner's Office, the Lexcel auditor, or the SRA, may conduct audit or quality checks on our practice from time to time. They may wish to audit or quality



check your file and related papers for this purpose. We will require that these external organisations maintain confidentiality in relation to any files and papers which are audited or quality checked

- 9.4 Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business. If you do not wish your file to be used in this way, please let us know as soon as possible
- 9.5 In the event that work is undertaken for you in conjunction with your other advisers, such as your accountant or land agent, we shall be entitled to assume that we have your authority to discuss relevant confidential information with them and to provide them with personal data and documentation, unless you tell us otherwise. This will also apply where we are instructed to retain counsel and expert witnesses on your behalf
- 9.6 Our work for you may require us to pass information to third parties such as expert witnesses and other professional advisors, such as Counsel and on occasion, advisors appointed by another party involved in your matter. All such third parties are required to maintain confidentiality in relation to your information
- 9.7 By instructing us to act for you in a property transaction, you authorise us to disclose to other parties in the transaction, including mortgage providers and, if applicable, to all other parties in the chain of transactions, and their agents and advisers, all information which we have in relation to your involvement in the transaction, including any related sale or mortgage and other financial arrangements and your wishes as to dates of exchange and completion. If you are selling a property and wish us to issue a sale contract to two or more potential buyers, then this authority extends to us informing all of the potential buyers of the position. You may withdraw this authority at any time, but if you do so we will inform the other party or parties and their agents or advisers that this authority has been withdrawn, and this may mean that we will not be able to continue acting for you
- 9.8 You agree that after the termination of our retainer we may act or continue to act (if permitted by our professional rules) for another client in circumstances where we hold information which is confidential to you and material to our work with the other client. In such a case we will not disclose your confidential information to the other client.

## **10 Privacy and data protection**

- 10.1 We use your personal data primarily to provide legal services to you, but also for related purposes such as administration, billing and record keeping and to inform you of our services and events that we think may be of interest to you
- 10.2 Our use of your personal data is subject to your instructions, the UK General Data Protection Regulation (UK GDPR), other relevant UK legislation and our professional duty of confidentiality
- 10.3 We take your privacy very seriously and adhere to all applicable data protection legislation. Our Information Notice, which is available on our website at [www.tsplegal.com/privacy-policy/](http://www.tsplegal.com/privacy-policy/) contains important information on how and why we collect, process and store your personal data. It also explains your rights in relation to your personal data
- 10.4 We may record telephone calls and monitor emails for training, regulatory and compliance purposes
- 10.5 We use third party service providers (including 'cloud' service providers) to help us deliver efficient, cost effective legal services. This may include document/information hosting, sharing, transfer, analysis, processing or storage. We ensure all third party service providers operate under service agreements that are consistent with our legal and professional obligations, including in relation to confidentiality, privacy and data protection
- 10.6 We may use your personal data to send you updates (by email, text, telephone or post) about legal developments that might be of interest to you and/or information about our services, including exclusive offers, promotions or new services. You have the right to opt out of receiving promotional communications at any time, by contacting us in writing, or by updating your marketing preferences on our website at [www.tsplegal.com/emailpreferences/](http://www.tsplegal.com/emailpreferences/)

## **11 Banking and related matters**

### **11.1 Our client account**

Unless agreed otherwise, we hold client money in various accounts with UK banks regulated by the Financial Conduct Authority (FCA)

### **11.2 Changes to our bank details**

We will never tell you about changes to important business information, such as bank account details, by email. Please inform us immediately if you receive any email or other communication purporting to be from the firm stating that we have changed our bank details or payment arrangements

### **11.3 Payment of interest**

11.3.1 We will pay a fair sum of interest to clients or third parties on client money we hold on their behalf, except that we will not pay interest:

- (a) On money we are instructed to hold outside a client account in a manner that does not attract interest, eg cash held in our safe
- (b) Where the amount of interest is less than £50
- (c) Where we agree otherwise, in writing, with you or the third party for whom the money is held

11.3.2 Our written payment of interest policy can be found on our website at [www.tsplegal.com/interestpolicy](http://www.tsplegal.com/interestpolicy)

### **11.4 Bank failure and the Financial Services Compensation Scheme**

11.4.1 We are not liable for any losses you suffer as a result of any bank in which we hold client money being unable to repay depositors in full. You may, however, be protected by the Financial Services Compensation Scheme (FSCS). More information about the FSCS can be found at <https://www.fscs.org.uk>

### **11.5 Receiving and paying funds**

11.5.1 We will not accept cash payments totalling in excess of £500. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to establish the source of the funds and this could also cause delays

11.5.2 We will not generally accept personal cheques in excess of £1000 unless the entire payment is in settlement of our charges and any expenses we have already paid on your behalf.

11.5.3 Funds Clearance:

- (a) Personal cheques will require 7 clear working days between receipt of the cheque and drawing funds
- (b) We will require 5 clear working days between receipt of banker's draft or a bank or building society cheque and the drawing of the funds
- (c) Funds provided by way of debit or credit card payment will require two clear working days from the day of receipt of the payment before we are able to draw funds

11.5.4 If we receive money in relation to your matter from an unexpected source, there may be a delay in your matter and we may charge you for any additional checks we decide are necessary

11.5.5 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

## **12 Prevention of money laundering and terrorist financing**

12.1 To comply with anti-money laundering and counter-terrorist financing requirements, we must obtain satisfactory proof of your identity. We may also conduct additional searches or enquiries, using online identity verification systems or other databases, as we may decide are necessary.

If we are acting for a company or organisation we may also be required to identify and verify the identity of other persons such as directors or beneficial owners. If you or they do not provide us with the

required information promptly, your matter may be delayed. For further information on the identity documents we can accept visit [www.tsplegal.com/ID](http://www.tsplegal.com/ID)

- 12.2 You must not send us any money until we have told you these checks have been completed. We can only receive monies if they relate to the conduct of legal work by us in connection with the matter we are dealing with on your behalf. We are not able to act as a banker by simply receiving and/or forwarding funds
- 12.3 We charge an administrative fee for identification and verification checks, the details of these charges are at section 7.8.3.
- 12.4 We may ask you to confirm the source of any money you have sent us or will send us, for example, bank or building society documents. If you do not provide us with that information promptly, your matter may be delayed. More information regarding Source of Funds requirements can be found on our website at [www.tsplegal.com/sourceoffunds](http://www.tsplegal.com/sourceoffunds). We will also charge an administrative fee for conducting Source of Funds checks where necessary.
- 12.5 Any personal data we receive from you for the purpose of preventing money laundering or terrorist financing will be used only for that purpose or:
- 12.5.1 With your consent; or
- 12.5.2 As permitted by or under another enactment.
- 12.6 We may be required by law to make a disclosure to the National Crime Agency where we know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why
- 12.7 Subject to section 6 (*'Our liability to you'*), we shall not be liable for any loss arising from or connected with our compliance with any statutory obligation, or reasonable belief we may have to report matters to the relevant authorities under the provisions of the money laundering and/or terrorist financing legislation

### **13 Financial services**

- 13.1 We are not authorised by the Financial Conduct Authority (FCA). However, we are included on the register maintained by the FCA so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the SRA. The register can be accessed via the FCA website at [www.fca.org.uk/firms/financial-services-register](http://www.fca.org.uk/firms/financial-services-register)
- 13.2 We are also not authorised by the FCA to provide investment advice services. If you need advice on investments, we may refer you to someone who is authorised by the FCA to provide the necessary advice. However, because we are regulated by the SRA, we may be able to provide certain limited investment advice services where these are closely linked to the legal work we are doing for you
- 13.3 The SRA is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any financial service you receive from us, you should raise your concerns with the SRA or Legal Ombudsman

### **14 Professional indemnity insurance**

- 14.1 We have professional indemnity insurance giving cover for claims against us. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, are available on our website at [www.tsplegal.com/PII](http://www.tsplegal.com/PII)
- 14.2 It is a condition of our professional indemnity insurance that we notify our insurer and/or broker of any circumstances which may give rise to a claim against us. In doing so, we may disclose documents and information to our insurer, broker and insurance advisers on a confidential basis. Our insurers and brokers are contractually obliged to keep all information we pass to them strictly confidential

## **15 Unregulated services**

- 15.1 You may receive HR document services, via an online portal, in connection with your Employment matter. This service, and associated documents available as part of the service, is created and maintained by Practical HR, a separate business to Thompson Smith and Puxon. Practical HR is not regulated by the SRA, and use of the portal documents, without seeking advice from Thompson Smith and Puxon on their appropriate use, is not covered by the SRA Compensation Fund or by our professional indemnity insurance, and does not form part of our engagement under these Terms of Business.

## **16 Complaints**

- 16.1 We want to give you the best possible service. However, if at any point you become unhappy or concerned about the service we have provided or about the charges we have made, you should inform us immediately so we can do our best to resolve the problem
- 16.2 In the first instance it may be helpful to contact the person who is working on your case to discuss your concerns and we will do our best to resolve any issues. If you would like to make a formal complaint, you can read our full complaints handling procedure on our website at [www.tsplegal.com/complaints-policy](http://www.tsplegal.com/complaints-policy). Making a complaint will not affect how we handle your matter and we will not charge for dealing with a complaint
- 16.3 If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman at: PO Box 6806, Wolverhampton, WV1 9WJ or [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) to consider your complaint. Normally you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint. Information concerning the role of the Legal Ombudsman can be found at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

## **17 Terminating your instructions**

- 17.1 You may terminate our appointment at any time by giving us notice in writing. We can keep all your papers and documents while there is still money owed to us for our charges or disbursements
- 17.2 We will only decide to stop acting for you with good reason, eg where we feel that the relationship has broken down, if you do not pay a bill, if you provide us with misleading information, if a conflict of interest arises, or if you act in an abusive or offensive manner. We will give you reasonable notice where possible before we stop acting for you. For the avoidance of doubt, we confirm that we reserve the right to terminate or suspend our retainer before completing the work covered by that retainer if costs, expenses or disbursements that we have requested are not paid
- 17.3 If you or we decide that we should stop acting for you, we will charge you for the work we have done and, where appropriate, for transferring the matter to another adviser if you so request. This will be calculated on the basis set out in the Summary of Work & Fee Estimate
- 17.4 We are not responsible for reminding you about important dates and/or any deadlines after our appointment has been terminated

## **18 Storage and retrieval of files**

- 18.1 We may create and hold client files in hard copy (paper), electronically or a combination of both
- 18.2 Once your matter is concluded we normally store client files (except any of your papers you ask to be returned to you) for whatever period is appropriate having regard to the law, regulations and best practice. More information about this can be found on our website at [www.tsplegal.com/privacy-policy](http://www.tsplegal.com/privacy-policy). We will notify you of the period for which we will store the file before it is destroyed. At the end of that period the file may be destroyed without further reference to you, so if you require anything from the file please let us know before the end of the notified period. We will not destroy original documents such as wills, deeds and other original documents that we have agreed to hold in safe custody but we may, on reasonable notice, send them to you for safekeeping
- 18.3 There is no charge for the storage or retrieval of papers. If you wish to retrieve papers that we hold in a closed file, you should in the first instance contact our Reception staff, who will take some initial

information from you and will then put you in touch with the appropriate person to deal with your request. Once files have been closed and archived they are kept, until their destruction date, in a secure off-site storage facility, from which we receive deliveries on a weekly basis, but if a file is needed more urgently than that, then special arrangements can be made, in relation to which we reserve the right to make a charge.

**19 Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**

- 19.1 The following paragraphs apply to certain individual clients only.
- 19.2 If the regulations apply to you, you have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract
- 19.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post, fax or e-mail). 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
- 19.4 If you cancel this contract, we will reimburse to you all payments received from you, unless you asked us to start work during the cancellation period
- 19.5 We will not start work during the cancellation period unless you expressly request us to. In most cases, if you ask us to start work during the cancellation period, you will not lose your right to cancel. If you subsequently cancel during the cancellation period, we can charge you for the work we have done on a pro-rata basis. This will be an amount which is in proportion to what has been performed, until you told us you wished to cancel, in comparison with the full coverage of the contract
- 19.6 You will, however, lose the right to cancel and will have to pay in full once the contract has been fully performed (ie we complete the work) even if this happens within the cancellation period