

**AMS SOLICITORS  
TERMS AND CONDITIONS OF BUSINESS**

**1. People responsible for your work.**

**Our Aim**

We aim to offer our clients quality legal advice with a personal service at a fair cost. As a start, we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services.

**1. People responsible for your work**

The person responsible for dealing with your work will be specified in the accompanying client care letter. We will try to avoid changing the people who handle your work but if this cannot be avoided, we will tell you of any change and why it may be necessary. We will also provide you with details of the new person handling your case. The client care letter will also detail the supervisor with overall responsibility for the work done in the department. The Director at this firm with final responsibility for work done in the Conveyancing Department is Mr A Suleman who is also a Solicitor.

**2. Special Needs**

If you have any special needs, of any kind, but especially in respect of communicating with us, then please tell us at once. Such special needs may include hearing difficulties, visual impairment, some other physical disability, learning difficulties, language barriers or other cross-cultural issues. Once we know about the issue, we can work together to overcome it. If there is ever anything that you do not understand, then please get in touch with the person handling your case and tell us and we will help you.

**3. Service Standards**

We will:

- Update you regularly with progress on your matter
- Communicate with you in plain language
- Explain to you either in writing or by telephone the legal work required as your matter progresses
- Update you on the cost of your matter
- Update you on the likely timescales for each stage of this matter and any important changes in those estimates

Our responsibilities include:

- Keeping you informed of progress and seeking your instructions where required
- Acting in your best interests (but we cannot act for you if it means that we would be involved in a breach of the law or rule of professional conduct)
- Advising you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter

Your responsibilities include:

- Providing us with clear and accurate instructions in a timely manner and when we give you a time limit for doing so within that time limit and to keep us update as the matter progresses
- Providing in a timely manner all documentation required to complete the transaction
- Safeguarding any documents which are likely to be required

**4. Conveyancing Quality Scheme**

We are accredited as part of the Law Society's Conveyancing Quality Scheme. The scheme is designed to improve transparency of transactions, raise service levels and provide better communication and a more efficient process. To achieve this we need your authority to enable us to share information with other parties involved in this transaction and any related chain of transactions.

By signing and returning the copy of this letter, you will be confirming that we have your authority to provide information to other parties in accordance with the Law Society Conveyancing protocol. If you do not wish to do so, please advise us immediately.

## **5. Tax, Property, Planning & Environmental Advice**

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We will not provide advice on tax matters unless you specifically instruct us to do so and provided we have the expertise and have accepted instructions to do so. If you have any concerns in this respect, please raise them with us immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you. We will make an additional charge for advising on tax matters.

Likewise, we will not advise you on the planning implications of your proposed purchase, unless specifically requested to do so by you, otherwise than by reporting to you on any relevant information provided by the results of the "local search".

It is not our responsibility to carry out a physical inspection of the property nor advise on the valuation of the property nor the suitability of your mortgage nor any other financial arrangements. We shall not advise generally on environmental liabilities where we shall assume, unless you tell us 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. However, we will not advise you about any issues relating to the possible contamination of any land which may be relevant to your purchase. We have to tell you that we are not qualified to advise on the results of any search made in that respect and would only be able to report to you the actual results of such a search. This is particularly significant in respect of the potential liabilities that may arise at some future point in time as a result of land contamination or flood risk that are having increasing significance. If you have any doubts, please discuss your concerns with us.

## **6. Limited companies / Limited Liability Partnerships**

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

Money Laundering Regulations may also make it necessary for us to carry out a search at Companies House to verify the identity of directors, shareholders or partners. Unfortunately, we will have to pass on to you the cost of this search (currently approximately £30.00)

## **7. Our hours of business**

The normal hours of opening at our offices are between 9.00a.m. and 5.00p.m. on weekdays. Appointments can be arranged outside of normal working hours where this is essential

## **8. Charges and expenses**

Our charges are based on the time we spend in dealing with a case. Time spent on your affairs will include meetings with you and perhaps others; any time spent travelling; research; considering, preparing and working on papers; correspondence; preparing and working on papers; making and receiving

telephone calls; prepare notes of meetings, conversations; writing and considering letters; preparing and considering emails.

Time is recorded in 6 minute units which will be charged at hourly rates specified below excluding VAT.

Directors	£201.00
Senior Solicitors	£177.00
Solicitors / Senior Execs	£146.00
Executives / Trainee Executives	£111.00

Each January we will review the hourly rate(s) to take account of changes in our overhead costs and notify you in writing of any increased rate.

**At the outset of your transaction we will agree a fee to complete this work with you which will be subject to VAT, and we will outline the necessary disbursements and their cost. It will be based on the assumption that the matter takes the usual length of time for a case of this type and is without undue complexity. In the event that the matter does take longer than would normally be the case, becomes more complex or if we are required to do work which is additional to that which can be anticipated at this stage, we reserve the right to charge any extra time incurred at the hourly rate set out above. You will be notified as soon as possible if this arises.**

We will inform you if any unforeseen additional work becomes necessary (for example, due to unexpected difficulties or if your requirements or the circumstances significantly change during the course of the matter). If possible we will also inform you of its estimated cost in writing before any extra charges and expenses are incurred.

In addition to the time spent, we may take into account a number of factors which include the complexity of the issues, the speed at which action must be taken (to include where work has to be done outside office hours) the expertise or specialist knowledge which the case requires and, if appropriate, the value of the property or subject matter involved. On the basis of the information currently available, we expect these factors to be adequately covered by the hourly rates set out above. If this situation changed, we will notify you. If you have a query about the level of any revised rates notified to you, please contact the person carrying out the work straight away.

There may be certain other expenses, including payments we make on your behalf, such as search fees, Land Registry fees and Stamp Duty Land Tax which you will have to pay. VAT is payable on certain expenses.

If, for any reason, this matter does not proceed to completion, we will charge you for work done and expenses incurred on a time spent basis unless otherwise agreed.

It is normal practice to ask clients to pay sums of money from time to time on account of the charges and expenses which are expected in the following weeks or months. This helps to avoid delays in the progress of your case and also enables you to budget for costs. **We will need £250.00 on account of our charges and disbursements.** We may request further payments on account for unforeseen charges or expenses to be incurred as the matter progresses. When we put these payments towards your final bill, any payments on account will show as credits towards the total charges and expenses. If payments are not made when requested, we reserve the right to stop work until payment has been made.

## 9. Billing Arrangements

In property transactions, we will normally send you our bill following the exchange of contracts. Payment is required on a purchase prior to completion, and at completion on a sale. If sufficient funds are available on completion, and we have sent or provided you with a bill, we will deduct our charges and expenses from the fund.

We may send you interim bills for our charges and expenses while the work is in progress. This enables you to budget as the matter progresses.

Payment is due to us within 28 days of our sending you a bill. Interest will be charged on a daily basis at Judgement Debt rate (8.00%) from one month after delivery of the bill. If payments for interim bills are not received within 28 days, we reserve the right to stop work until payment is made and documents will be retained until such time as the bill is paid in full.

If you have a query regarding your bill, you should contact the person dealing with your transaction immediately.

It is important that you understand that you will be responsible for paying our bills irrespective of the outcome of your case.

### **10. Authority**

During the process of your case and following your agreement, authorised by your acceptance of this firm's Terms and Conditions of Business, this firm can discuss your case with your referrer and / or the hire company (if any) at any time without further consent being necessary from you.

### **11. Debit / Credit Cards**

A note about debit and credit cards: Please note that we do accept payment by credit and debit card however cannot accept payment by **credit card** to fund any shortfalls necessary to complete your house purchase. This method of payment usually constitutes a breach of your mortgage conditions as it is considered additional borrowing. If you are in any doubt about this, you should refer to your lender.

We will send you a statement of fees due which will include all charges and expenses (normally after the exchange of contracts). Payment of the bill is due before completion – please note that we must receive any cheque payments at least six working days before completion, or payment by telegraphic transfer from a UK bank the day before completion at the latest. If you choose the latter option, your bank may charge you a fee.

### **12. Financial Arrangements & Interest payments**

Any money received on your behalf will be held in our Client Account. Subject to certain minimum amounts and periods of time set out in the SRA Accounts Rules 2011, interest will be calculated and paid to you at the rate from time to time payable on our banks designated Client Accounts. Any interest accrued will be paid gross and as such it will be your responsibility to declare any financial gain to HM Revenue & Customs. The period for which interest will be payable will normally run from the date(s) on which funds are received by us until the date(s) of issue of any cheques from our Client Account.

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 five working days prior to completion date. If the money can be telegraphed, we will request to 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 telegraphic payment.

We are not authorised by the Financial Conduct Authority. If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised to provide necessary advice. We may however, provide certain limited investment advice services where these are closely linked with the legal work we are undertaking for you. This is because we are members of the Law Society of England & Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.

Whilst we are not authorised by the Financial Conduct Authority, we are included on the register maintained by the Financial Conduct Authority so that we may carry on insurance mediation activity, which is broadly the advising of, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register)

The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman is the independent complaints handling body established by the Legal Services Act 2007. If you are unhappy with any investment or insurance advice you receive from us, you should raise your concerns with either of these bodies.

### **13. Storage of papers and documents**

We store files for six years after the end of your case, at no charge to you. The files will then be destroyed and we shall take it that we have your permission to do this unless you advise us otherwise in writing.

We also reserve the right to make a charge for storage, if we ask you to collect the file and you fail to do so.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not charge for such retrieval.

However, we may make a charge based on time spent for producing stored papers or documents to you or another at your request.

We may also charge for reading, correspondence or other work necessary to comply with your instructions.

We may, in our discretion, make an electronic copy of any document we receive and destroy the paper original document six months after the paper original document was received. If you subsequently ask us for a document, after the six months has expired, then we shall only be obliged to provide you with a copy of the document held in electronic form and not the original paper document. If any particular document is sent to us that you wish us to retain as an original and not destroy it, then you must tell us in advance and again at the time the document is received. If you do not tell us, then we shall hold the document in electronic form only after the expiry of six months.

### **14. Your Right to Cancel**

The work required by us will involve the creation of a contract, which is subject to The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Should you require us to commence work on your matter within the 14 day cancellation period (because for example of the urgency of the case) you will need to confirm your agreement for us to proceed with your matter by signing and returning a copy of this document.

Under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel this contract within 14 days without giving reason. This is called the cancellation period.

If we have not met you either in person (e.g. instructions and signing of the contract documentation is taking place by telephone / mail, e-mail or online i.e. by way of a “distance” contract) or we have taken instructions and a contract has been concluded away from our business premises (e.g. we have met with you at home i.e. by way of an “off-premises” contract), you have the right to cancel this contract within 14 calendar days of entering into the contract without giving any reason.

To exercise your right to cancel, you must inform us at AMS Solicitors Ltd, 1B Fairways Office park, Pittman Way, Preston, Lancashire, PR2 9LF, by email: [ars@amssolicitors.co.uk](mailto:ars@amssolicitors.co.uk), by fax: 01772 653443 of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the model cancellation form attached to your Client Care Letter, but it is not obligatory. To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

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. If you request that we begin performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation from this contract, in comparison with the full coverage of the contract.

The cancellation period will expire after 14 calendar days from the date of the conclusion of the contract.

Where you have provided your consent for work to commence within the 14 calendar day cancellation period and you later exercise your right to cancel, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation.

## 15. Anti-Money Laundering Rules

Money Laundering Regulations / The Proceeds of Crime Act 2002

In accordance with the requirements of the Data Protection Act and the Money Laundering Regulations, we confirm:

- AMS Solicitors Limited is the data controller;
- Rahman Suleman is the nominated representative for data protection; and
- We will only process any documentation or personal data received from you in respect of client due diligence for the purposes of preventing money laundering and terrorist financing unless (a) use of that data is permitted by or under any enactment or (b) you give your express consent for the documentation or personal data to be used for other forms of processing.

We are required to comply with the Money Laundering Regulations and in particular to verify the identity and permanent address of all new Clients. This is to ensure that the policy adopted worldwide by Financial and Government Authorities to prevent the use of laundering systems to disguise the proceeds of crime is achieved.

### Individual Clients:

If you are a new client or an existing client who has not previously supplied information, you are requested to supply the following; one item from List A and one item from List B (please note we require certified copies if you are sending these by post or if you are bringing in the original documents to our offices – we will make certified copies here).

#### LIST A – Proof of Identity

1. Current fully signed Passport
2. Current full UK Photocard Driving Licence.

#### LIST B – Address Verification

1. A bill for the supply of electricity, gas, water or telephone services (provided it is fewer than three (3) months old). Mobile phone bills are not acceptable.
2. Television Licence renewal notice.
3. Council Tax bill (provided it is fewer than three (3) months old).
4. Recent Tax Coding Notice.
5. Recent Mortgage Statement.

6. Credit Card/Bank Statement (provided it is fewer than three (3) months old) showing current address.

#### Body Corporate:

If you are a new or existing body corporate client not listed on a regulated market who has not previously supplied information, we will require the following:

1. Company / organisation full name;
2. Company or other registration number;
3. Registered address and, if different, principal place of business address;
4. Memorandum of association or other governing documents;
5. Names of the Board of Directors or members of your management body and its senior management;
6. Documentation in accordance with lists A and B above for any beneficial owners.

Please note we require certified copies if you are sending these by post or if you are bringing in the original documents to our offices – we will make certified copies here.

Under the provisions of the Proceeds of Crime Act 2002 ("POCA"), we may be required to make a report to the relevant authorities if at any time we become aware of or suspect (whether from you or any other person) the existence of the proceeds of crime in relation to any Services on which we are engaged. Our obligation to make such a report will, in certain circumstances, override our duty of solicitor/client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such a report.

We may terminate the provision of any Services to you, or be instructed to do so by the relevant authorities, if you fail to comply with your obligation to provide evidence of identity or we suspect that you or any other party connected with you or with the Matter is involved in activities proscribed by POCA..

#### **16. Confidentiality**

Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstance to disclose information to the National Crime Agency.

Under the provisions of the Proceeds of Crime Act 2002 ("POCA"), we may be required to make a report to the relevant authorities if at any time we become aware of or suspect (whether from you or any other person) the existence of the proceeds of crime in relation to any Services on which we are engaged. Our obligation to make such a report will, in certain circumstances, override our duty of solicitor / client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such a report.

We may terminate the provision of any Services to you, or be instructed to do so by the relevant authorities, if you fail to comply with you obligation to provide evidence of identity or we suspect that you or any other party connected with you or with the matter is involved in activities proscribed by POCA.

#### **17. Acceptance of Cash / Telegraphic Money Transfers / Interest on Money Held**

Our firm's policy is not to accept more than £500.00 in cash from clients. Where we transfer money by CHAPS / Telegraphic Transfer we will ask you to pay £14.00 for our fees and a bank fee of £16.00, both of which will attract VAT at the current rate. Where we transfer money by BACS transfer, we will ask you to pay £7.00 for our fees and a bank fee of £3.00, both of which will attract VAT at the current rate. Please be aware that there is a ceiling limit of £100,000.00 in any one payment by BACS transfer. Any money that we receive on your behalf will be held in our client account. Interest will be calculated and paid to you at the rate set by our bank. The period for which interest will be paid normally runs from the date(s) that we have cleared funds in our client account until the date(s) on the cheque issued to you. The

payment of interest on the client money held is governed by SRA Accounts Rules 2011. The policy of the firm is to pay interest on all client balances held providing that we only pay interest if the amount due on any balance held is £20.00 or more. All interest paid is Gross and you are responsible for making the necessary disclosures to HMRC.

## **18. Termination**

You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. In some circumstances, you may consider we ought to stop acting for you, for example, if you cannot give clear or proper instructions on how we are to proceed, or if it is clear that you have lost confidence in how we are carrying out your work.

We may decide to stop acting for you only with good reason, for example, if you do not pay an interim bill or comply with our request for a payment on account, or a Conflict of Interest arises. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we will no longer act for you, you will pay our charges on an hourly basis and expenses as set out earlier.

## **19. Communication between you and us**

We are confident of providing a high quality service in all respects. If, however, you have any queries or concerns about our work for you, please raise them with us. All Solicitors must attempt to resolve problems that may arise with their services. It is therefore important that you immediately raise any concerns you may have with us. We value you and would not wish to think you have reason to be unhappy with us.

## **20. Complaints**

We are committed to high quality legal advice and client care. If you are unhappy about any aspect of the legal service you have received, or about the bill, please contact the case handler by letter, email or telephone.

If you are dissatisfied with the handling of your complaint, you can, raise the matter with us formally by contacting our Client Care Partner, Mr Abdurahman Suleman in writing at: AMS Solicitors, Wentworth Building, 1B Fairways Office Park, Pittman Way, Fulwood, Preston, PR2 9LF, or by e-mail to [ars@amssolicitors.co.uk](mailto:ars@amssolicitors.co.uk).

If for any reason we are unable to resolve the problem between us, then the Office for Legal Complaints, which is accountable to Parliament through the Lord Chancellor and is sponsored by the Ministry of Justice, operates a complaints and redress scheme via the Legal Ombudsman (LeO).

The LeO is an independent complaints handling body and is not part of the solicitors' profession and operates independently. A complaint to the LeO should not normally be made until 8 weeks after you have raised your complaint with us. Under our complaints procedure once we have responded to your complaint if you wish to take it further you must refer the complaint to the Legal Ombudsman within 6 months of the date of our final written response.

Your complaint to the Legal Ombudsman must be within 6 years from the date of the act or omission giving rise to the complaint or alternatively 3 years from the date you should reasonably have known there are grounds for complaint (if the act / omission took place before 6 October 2010 or was more than 6 years ago).

Ordinarily a complaint must also be made within:

- (a) One year of the act/omission or

- (b) One year from when the complainant should reasonably have known there was cause for complaint without taking advice from a third party; whichever is later

A complaint to the LeO may be made by contacting them at: PO Box 6806, Wolverhampton, WV1 9WJ or by telephoning 0300 555 0333 or at their website [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk). The LeO will only consider complaints made by members of the public, very small businesses, charities, clubs and trusts. If you are unclear as to your status and whether you have the right to make a complaint to the LeO, you should contact the Ombudsman direct to clarify whether or not you are entitled to do so. The contact details are above.

For the avoidance of doubt, your complaint can include a complaint about our firm's bill. You may, depending on the type of case you have with us, have a right to object to the bill by applying to the Court for an assessment of the bill under Part III of the Solicitors Act 1974. You should note that if all or part of a bill remains unpaid, we are entitled to charge you interest.

## **21. Equality and diversity**

We are committed to promoting equality and diversity in all of our dealings with our clients, third parties and employees.

## **22. Data Protection**

We use the information you provide primarily for the provision of legal services to you and for related purposes, including updating and enhancing client records, analysis to help us manage our practice, statutory returns and legal and regulatory compliance. Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties, such as an expert witness and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you.

Solicitors are not allowed to disclose information about a client's affairs without the client's authority. In a property transaction, by signing these Terms and Conditions of Business and returning it to us, you authorise us to disclose to the other parties in the transaction and, if applicable, to all other parties in the chain of transactions and their agents and advisers all information which we have in relation to your involvement in the transaction, including any related sale or mortgage and other financial arrangements and wishes as to dates for exchange and completion. You may withdraw this authority at any time but, if you do so, you should appreciate that we will inform the other parties and their agents or advisers that this authority has been withdrawn.

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

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

Unless you instruct us in writing to the contrary, we shall take it that we have your authority, only to the extent that it is necessary to fulfil your instructions, to disclose information to our agents (including Search Agents, Experts, Insurers, Estate Agents, HM Revenue & Customs, HM Land Registry, Solicitors acting on behalf of 2<sup>nd</sup> or 3<sup>rd</sup> Parties or any outsource company), any party or their representatives connected with the case.

We may carry out database searches using your details and record the results. We may, for example, search the DVLA, Equifax, Companies House, Electoral Roll, call ML or similar databases. This is not an exhaustive list. By instructing us, you consent to our making such searches and keeping the results.

### **23. Green Deal Scheme**

The Green Deal Scheme is a government driven initiative to allow for a loan to be provided on a property for the improvement of its energy efficiency. The loan is repayable on a monthly basis, in conjunction with the power bills on the property. The loan will run with the property unless it is repaid on the sale or transfer of the property.

The seller(s) of the property are required, by law, to disclose the existence of any Green Deal loan on the property they are selling, or they may become liable for repaying the outstanding debt, even after they have sold the property. The Estate Agent / Seller must disclose the existence of a Green Deal loan agreement prior to a sale being agreed. If the property is being sold at auction, the existence of a Green Deal loan agreement should be disclosed before the winning bid is made.

The purchaser on a normal sale should be given an EPC showing the Green Deal improvement or an EPC and a disclosure document showing details of the work carried out under the Green Deal Scheme. This disclosure document will be provided by the energy provider on completion of the work as well as details of the repayment amount, the unexpired term of the loan and details of the loan provider.

Disclosure of the Green Deal loan must be made at least 7 days prior to exchange of contracts and the Transfer Deed must contain the Purchaser's acknowledgement that they have received notice that the property is a Green Deal property.

Whilst there are no charges, restrictions, notices or cautions registered when a property is a Green Deal property, the mortgage lender must be notified of the existence of the Green Deal loan because the borrower / new property owner is taking on another loan which runs with the property.

If applicable, we have taken into account your agreement for disclosure to the mortgage lender within our Multiple Form of Authority.

Please note that we offer no guarantees / warranties in relation to the extent and nature of any works undertaken under the Green Deal Scheme. It is your responsibility to ensure that you have satisfied yourself as to the extent, nature and repayment provision of any such works undertaken in accordance with the Green Deal Scheme.

We would recommend that all Green Deal loans be repaid by the seller on completion of the property transaction, as the value of the property will undoubtedly have already taken into account the work undertaken under the Green Deal loan.

### **24. Consumer Protection Regulations (CPR)**

The Consumer Protection from Unfair Trading Regulations (as amended) regulate transactions between traders and consumers and prohibit trading practices that amount to unfair commercial practices and misleading acts and omissions. Neither you the client, nor we your legal representative, must mislead a buyer or tenant either by providing incorrect or ambiguous information, or by omitting to provide material information about the property you are selling.

Certain information will be revealed through searches and other enquiries of public databases, surveys and valuation reports. However, You must disclose to Us any known defects and other material adverse matters relating to the property known to You and failure to do so may mean that, in certain circumstances, the buyer or tenant would have rights of redress against You.

We encourage you to make all known disclosures as early in the transaction as possible to prevent delays.

If We become aware of any such existence of material information, and You decline to authorise disclosure to the buyer or tenant, then We would have to consider whether it was possible to continue to

act for You as the CPR's impose a duty to act fairly towards You as Our client and also towards third parties, especially those that are unrepresented.

## **25. Help To Buy ISA Scheme Information**

The Help to Buy ISA Scheme was launched by HM Treasury on 1st December 2015. If you have taken out a Help to Buy ISA, then you may be eligible for a bonus payment of up to 25% of the closing balance of the Help to Buy ISA subject to a minimum bonus payment of £400 and a maximum of £3000 and provided that you and the property you are purchasing meet the eligibility criteria set out in HM Treasury ISA Scheme Rules. The fee earner with conduct of your matter (who under the Help to Buy ISA Scheme is known as the Eligible Conveyancer) will be able to advise you on eligibility and, if appropriate, will undertake the necessary process to apply for any bonus payment.

If you are purchasing a property through the Help to Buy ISA Scheme, HM Treasury will be the Data Controller of any relevant personal data that is given, via the Eligible Conveyancer, to HM Treasury and to the Administrator and / or any sub-contractor of HM Treasury or of the Administrator, for the purposes of the Help to Buy: ISA Scheme.

The information will be disclosed to HM Treasury and the Administrator for the purposes of verifying the eligibility of a Help to Buy: ISA Bonus payment and payment of Bonus funds, carrying out audits of Eligible Conveyancers and any investigations or compliance work in accordance with the Scheme Rules.

By signing and dating a copy of these Terms of Business (or) the accompanying client care letter (or) the buyer questionnaire, you agree to us providing all necessary Relevant Personal Data to HM Treasury and to the Administrator and / or to any sub-contractor of HM Treasury or of the Administrator and to the processing of your Relevant Personal Data by any or all of the aforementioned parties.

## **26. Criminal Finances Act 2017**

The firm is committed to promoting compliance with the requirements of the Criminal Finances Act 2017 within its practices as well as in those areas in which it has influence.

The firm does not tolerate tax evasion, or the facilitation thereof in any circumstances, whether committed by or facilitated by a client, personnel or associated persons/companies.

## **27. Other Matters**

3<sup>rd</sup> Party services are provided to and for the benefit of you as our client and you alone. No other person may use or rely upon the Services nor derive any rights or benefits from them. The provisions of the Contracts (Rights of Third Parties) Act 1999 are to that extent excluded.

By signing this agreement, you authorise AMS Solicitors to take instructions from all parties to this transaction either jointly or severally and to share information with other interested parties. You authorise that we may discuss matters affecting each individual with all persons signing this agreement (and vice versa) and understand that documents sent, instructions taken or calls received to or from one party, will be done so on the assumption of joint instruction.

It may be necessary from time to time to employ the services of others to work on, review or take possession of our client files. If your file is outsourced for any reason we will attempt to avoid unnecessary delays or inconvenience to you that may result from the file being in transit or with another body. If you wish for your file to be excluded from this process, please confirm to us in writing.

In the event of a bank failure, any money held within our Royal Bank of Scotland client account is included with any balances held by you with the same bank, for purposes of The Financial Services Compensation Scheme. The current limit for compensation is £85,000.00. We are obliged to inform you and suggest that you consider how this may affect you, taking particular note of the ownership chain of any deposit taker you hold funds with. Certain small business clients and charities are excluded however

by signing this document you agree to provide authority to us to divulge information to obtain any compensation that may be due.

**28. Agreement**

If you do not sign and return a copy of these terms, but continue to instruct us, it will be taken that you have accepted and agreed to our Terms of Business. Unless otherwise agreed, these Terms of Business apply to any future instructions you give us. We are regulated by the Solicitors Regulation Authority (SRA). Full details of the SRA Code of Conduct can be found at <http://rules.sra.org.uk>. Our VAT registration number is 864 8468 71. Details of our professional indemnity insurers are Liberty Mutual Insurance Europe Ltd t/a Liberty International Underwriters at 3<sup>rd</sup> floor, 2 Minster Court, Mincing Lane, London, EC3R 7YE. Our policy number IL14ACG3.