

Alison Fielden & Co

TERMS OF BUSINESS FAMILY DEPARTMENT One Off Advice

The following paragraphs set out the basis on which we will provide our professional services.

Our Responsibilities to you

Our responsibilities to you are:-

1. To put your interests first;
2. Treat you politely and considerately;
3. Give you accurate information;
4. Express ourselves clearly and with minimum jargon;
5. Explain at the outset what your legal costs are likely to be and notify you of any change during the transaction;
6. Update you on progress as the matter proceeds;
7. Respond within a set time to your letters, emails and telephone calls;
8. Treat you fairly at all times and not to discriminate for reasons of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.
9. Keep your personal information confidential and refuse to act for another person if doing so could compromise this.

Our Charges

We will provide free advice for up to 30 minutes. This does not cover any actions or written confirmation. If you go on to instruct us to undertake work beyond that our normal charges will apply. Full details will be provided to you but essentially all work is charged for on the basis of the time spent and currently our normal charge is £250 + vat per hour. Our charges are regularly reviewed. If your instructions mean we have to work outside normal office hours, this firm reserves the right to increase the level of the hourly rate. You will be notified in writing of any increased rate.

Identification and Personal Information

Under the Money Laundering Regulations 2017 we are not permitted to carry out work for you until we have sight of valid identification documents, one showing proof of identity, such as a current driving licence or passport, and one showing proof of address, such as a recent (within the last 3 months) utility bill or bank statement. You may also be asked for confirmation of other matters, e.g. the source of funding for matters you instruct us on. Please note that this firm and the individuals in it do not accept liability in contract negligence or otherwise arising out of our compliance with any statutory or regulatory requirement. Please note that we will be unable to do

any substantive work for you, and we will stop any work already started, until we have received your proof of identity and proof of address.

We will ask you to confirm, in acceptance of Terms of Business, whether you are a Politically exposed person (which will necessitate added ID checks) or a person of relatively high net worth.

Data Protection – GDPR

We only process personal data in accordance with the law. Our full privacy statement is on our website at <http://www.alisonfielden.co.uk/privacy.php>. Printed copies are also available in our office.

Tax Advice

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. 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.

There are some aspects of a transaction which according to the latest money laundering expectations may be deemed to be tax advice. This may include (among others) advice on stamp duty land tax for conveyancing transactions or to a limited extent the possibility of capital gains tax on matters generally. In that respect only we will be deemed to offer tax advice, but in all other respects we do not offer tax advice.

Regulation and Compliance

Our firm is regulated by the SRA, our professional governing body. All our qualified staff have current practising certificates which are on display in our reception area.

We have current professional indemnity insurance in place for more than the required minimum level of £2 million. Our insurer is QBE Insurance (Europe) Ltd of Plantation Place, 3 Fenchurch Street, London, EC3M 3BD. The cover is £3 million. Our liability is limited to that amount.

We have current third party insurance with AXA. Cover is £5 million.

We comply with current legislative and regulatory requirements concerning (inter alia) discrimination, equality and diversity data protection.

Quality Standards

This firm attaches a great deal of importance to maintaining quality standards and promotes accreditation with relevant bodies such as the Legal Aid Agency and Lexcel.

As mentioned above in Confidentiality Disclosure matters, our firm may be subject to audit or quality checks by external firms or organizations, such as these and information from your file may therefore be made available to these bodies to maintain standards.

Complaints Policy

We aim to offer all our clients an efficient and effective service and I hope we will do so in your case. If, however, you should ever have any cause for concern please feel free to contact us to discuss this. If there are matters which we cannot resolve between ourselves then you should please contact my colleague, Heather Weavill, in accordance with our complaints policy, a full copy of which is available on request.

Please note that:-

- (a) In the event of a problem you are entitled to complain;
- (b) A complaint should be referred to this firm initially and we will apply our usual complaints handling process to it and send a response to you. We normally have 8 weeks in which to send a final response before the next stage is reached as mentioned in (e) below;
- (c) A complaint can include a complaint about this firm's bills.
- (d) The firm has a complaints procedure as mentioned in the paragraph above;
- (e) If you are dissatisfied with this firm's final response to your complaint you may refer the matter to the Legal Ombudsman usually within 6 months of our response or the expiry of the 8 week period above, whichever is the earlier. These periods are subject to long stop dates and the Legal Ombudsman may only accept complaints made within 1 year from the date of the act or omission being complained about or 1 year from the date when the complainant should have realised that there was cause for complaint. You may contact the Legal Ombudsman by writing to PO Box 6167, Slough SL1 0EH; by telephone 0300 555 0333 or on the internet enquiries@legalombudsman.org.uk - www.legalombudsman.org.uk
- (f) There may also be a right to object to our bill by applying to the court for an assessment of the bill under Part 3 of The Solicitors Act 1974;
- (g) If all or part of the bill remains unpaid interest may be charged at the rate of 8%.
- (h) We will not charge you for the cost of handling a complaint.
- (i) The period of normally 8 weeks and usually six months referred to above are subject to exceptions, and not all clients are eligible. Further details can be found in the firm's complaint procedure and at enquiries@legalombudsman.org.uk - www.legalombudsman.org.uk .
- (j) Alternative complaints bodies, such as Ombudsman Services (independentreviewer@ombudsmanservices.org), exist which are competent to deal with complaints about legal services, should both you and our firm wish to use such a scheme. We do not agree to use such a scheme.