

## TERMS AND CONDITIONS

These terms and conditions apply when you instruct Paul Berg & Taylor to act for you. They apply to all of our clients unless varied in writing and in our communications to you. This firm is grateful if you are considering or you have instructed us to act and we aim to ensure that everything proceeds as smoothly as possible with quality legal advice incorporating a personal service. These terms and conditions will form the basis of our retainer by you and set out the basis upon which the practice will provide its professional legal services to you and the nature and limits of that retainer. Please read the same carefully and contact the fee earner dealing with your matter regarding any queries you may have.

### **Our Hours of Business**

Our normal hours of business are 9.00am to 5.00pm on working days, Monday to Friday. Our email address is [harpenden@pbtlaw.com](mailto:harpenden@pbtlaw.com), but you can also contact David Taylor at [david@pbtlaw.com](mailto:david@pbtlaw.com), Paul Berg at [paul@pbtlaw.com](mailto:paul@pbtlaw.com), Tricia Merrett at [tricia@pbtlaw.com](mailto:tricia@pbtlaw.com) or Harpreet Talwar at [probate@pbtlaw.com](mailto:probate@pbtlaw.com)

### **Responsibility for the Work**

Either Paul Berg or David Taylor as regulatory supervisors will supervise the work involved with your matter but you can also contact the fee earner dealing with your matter or the secretaries at the practice who are familiar with the file. If they are unable to help you they will be pleased to take a message for you. The Partner with final responsibility for the work undertaken in the Residential Conveyancing Department is Paul Berg, and the Partner with final responsibility for the work undertaken in the Commercial Law and Commercial Property Department and for Private Client Wills and Probate is David Taylor. The person with conduct of your matter will be confirmed to you and he or she will be your initial point of contact within the firm.

Please ask if you would like us to explain any of the terms above.

### **Your instructions, Initial Advice, Agreed Course of Action & Timescale**

In the event of you, our client, constitutes more than one party or person we will regard instructions from either or any one of you, as binding upon both or all of you and as given by you all unless we are instructed in writing to the contrary and agree and acknowledge those instructions in writing.

Your instructions, our initial advice, a proposed course of action and indicative timescales based on your instructions will be agreed with or proposed to you either at the onset of a matter or as soon as the matter is further underway. We do this so that both of us understand what is required by or expected of our retainer and so that we can best advise how your matter can be dealt with. Please ask if you would like us to explain any of the terms above.

## **Our Retainer**

Your instructions to us to act incorporate your agreement on certain terms that we think are reasonable when we act for you. Terms and conditions upon which we act for you therefore include the following:

- (a) in the event that you, the client, constitute more than one party (i.e. when we are instructed jointly by more than one of you we are entitled to rely upon, accept and act pursuant to instructions from any one, either or any of you unless we agree otherwise in writing.
- (b) on matters relating to a property, your instructions to act on your behalf authorise us to commit you to the terms of a contract or to complete a transaction in which reliance is placed on agreements made verbally with another regulated legal adviser. In the event they are not subsequently adhered to, you may face the prospect of expense and a financial or other loss. We will adhere to professional and regulatory requirements at all times as part of our retainer from you.
- (c) you authorise us to proceed with your transaction relying upon the banks' telegraphic transfer or CHAPS systems. Whilst this is the usual way in which funds are transferred or paid out by Solicitors and by or to other parties involved, these systems may fail or there may be delays on the day of completion of your matter. We will regard your instructions as confirmation that you accept that in these circumstances expense or claims against you relating to the late arrival of funds that may result and are outside of our hands. Specifically, our instructions to act are received on the basis that you acknowledge we, as our bank's customer, are not responsible for the bank's money transfer mechanisms and procedures.
- (d) during your transaction, we may adopt and be bound by all or part of the Law Society's National Conveyancing Protocol including the offering of information relating to a property transaction to parties involved with that transaction (unless otherwise agreed to in writing between us).
- (e) you agree to confirm any specified instructions to us in writing if requested and will provide necessary funds to balance your account with us (whether before or after completion of a transaction). You also agree to sign or complete and return to us any documentation if reasonably required by us to deal with or conclude a transaction.
- (f) you (and if applicable, jointly and severally) warrant to us that you (or neither or none of you,) have been or are subject to proceedings that may affect our willingness or your lender's willingness to proceed with a loan or charge and agree you will immediately notify us in writing

should any such proceedings be instigated or threatened against you (or any one of you) during our retainer.

(g) you may expect us to act in accordance with our regulatory obligations and standards of service.

### **Limit of Liability**

A Solicitor's practice must have professional indemnity insurance providing insurance cover in respect negligence claims against it. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy can be inspected at our office or made available on request. Our maximum aggregate liability to you in a matter will be £3,000,000 (three million pounds) including interest and costs unless we expressly state a different figure in our letter confirming your instructions. If you wish to discuss a variation of this limit, please contact the person dealing with your matter. Agreeing a higher limit on our liability may result in us seeking an increase in our charges for handling your matter.

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 profit or opportunity but can only limit our liability to the extent the law allows. In particular, we cannot limit liability for death or personal injury caused by negligence. Please ask if you would like us to explain any of the terms above.

### **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, and legal and regulatory compliance

Our use of that information is subject to your instructions, laws and regulations relating to Data Protection and a duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. Under data protection legislation you have a right of access to the personal data that we hold about you. We may from time to time send you information that we think might be of interest to you and if you do not wish to receive that information please notify our office in writing. We operate a Privacy Policy which is available on request. Please ask if you would like us to explain any of the terms above.

### **Charges and Expenses**

Our charges are calculated by reference to the time spent by a fee earner and by other staff dealing with your matter. A Partner's charging rate is £300 per hour, and other fee earner's charges are £275 per hour and all charges are subject to VAT at the current rate. Time spent is recorded in respect of

meetings, discussions (including long telephone attendances), reading and working on papers, preparation of documentation, time spent travelling and waiting away from the office and other work progressing your matter, at the hourly rate above. If less than an hour is involved, we calculate the time spent in units of six minutes (one six minute unit equals 10% of the hourly rate). Please note that if it is necessary to travel outside the office on your business then mileage/car usage will be charged at £1.50/mile plus VAT. Telephone calls and letters (including emails and faxes) are treated differently - routine telephone calls (made and received) are recorded in units of 6 minutes, and short and routine letters written, including emails sent are counted as 6 minutes each. Consideration of short letters and emails received are charged at 6 minutes. Otherwise longer letters, email and telephone calls are charged on an actual time spent basis.

Our charging rates have to be reviewed periodically to reflect increases in overhead costs and inflation, and normally the rates are reviewed annually on 1 January. If a review is carried out before matters have been concluded we will inform you of any variation in the rate before charging at a higher rate.

In addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken and any particular specialist expertise demanded by your particular matter. In such cases, an increase in the rates may be applied to reflect such factors and we will always notify you in advance if any such increase is to be applied.

It is sometimes difficult at the outset of a transaction to say how much work will be involved but the likely charges are confirmed to you in a costs information package sent out in connection with residential conveyancing matters and set out fully in writing at or as soon as is practicable, either before or after the onset of any other matter. These charges will be the anticipated charges to complete the matter you have asked us to act upon and the figures are based on the information given to us by you and which is currently available to us. That information forms our understanding of what work will be required. We will let you know if it becomes apparent that the practice will have to spend substantially more time on your matter than we have estimated at the onset, or if we are instructed to undertake further work for which we need to make additional charges and in which case, we will provide you with an estimate. Those additional charges will be notified and accompanied by the reason why they will apply and in addition we will provide you with details of costs for dealing with additional work required to pursue or in connection with your matter. Our costs information is stated to you on the basis that there will be no such additional work required before your matter can progress.

If a matter does not proceed to completion, then we are entitled and you agree to pay us for the work that we have undertaken on a pro-rata basis and therefore we will invoice you for our costs based on that work undertaken. If a matter does proceed to completion or if we otherwise receive monies for you or on your behalf, we are at liberty to deduct our costs before sending those monies on to or otherwise dealing with them for you.

You are at liberty to set an upper limit for costs over which we will not carry out further work on your behalf without further instructions.

Bills should be paid within 28 days. We may charge interest on overdue bills at 5% over the base rate of the Bank of England and may cease acting for you if a bill remains unpaid after 28 days or if our reasonable request of a payment on account of costs is not met.

You have the right to challenge or complain about our bill. Please see the Communications section below for details of how to complain about our bill. The procedure for challenging a bill varies depending on whether it relates to a matter involving court proceedings. When we send you a bill, we will explain the relevant procedure for challenging it. We can keep all your papers and documents while there is still money owed to us for fees and expenses. In the event of any bill not being approved for settlement (or not settled if we do not hold funds ourselves) we must reserve the right to decline to act any further until payment is made and that our charges for work carried out will be a debt due to us. Please ask if you would like us to explain any of the terms above.

### **Other Expenses**

Other expenditure may be necessary in dealing with the transaction and such payments are often referred to as disbursements. We have no obligation to make such payments on your behalf unless you have provided us with funds for that purpose or we have agreed some method of financing the payments. We will confirm this additional expenditure to you either at the onset of a matter or when they are known. Please ask if you would like us to explain any of the terms above.

### **Interest**

Please note that where we have requested money on account from you or have received funds on your behalf, this money may be used in full or partial reimbursement of amounts paid on your behalf or costs notified to you. Interest may be due to you in respect of deposits held on your behalf, for example pending distribution or completion. Generally, the firm will make a charge of £50 plus vat for dealing with and recording the interest calculations and we will then pay interest to the client if the interest due after costs is in excess of £60. For probate matters where the interest calculations

are considerably more complex, the firm will make a higher charge of generally no more than £300 plus vat. Please ask if you would like us to explain any of the terms above.

### **International Payments**

The firm will not agree to making international payments as a matter of course and the recipient of funds due from us must therefore have a UK bank account. When we agree to make an international payment, we will record the the time spent on arranging the payment (whether with you, the payment beneficiary or a bank) and that time will be chargeable in accordance with our hourly rate as notified to you in our terms and conditions and deducted from the payment to be sent unless we agree differently with you. In addition there are bank charges to be met by you and we do not accept responsibility for currency fluctuations and any resultant loss. Please ask if you would like us to explain any of the terms above.

### **Arrangements for Updating Cost Information**

Depending upon the nature of our retainer and your matter, it is our practice to keep you updated at regular intervals, usually not less than six monthly, of the current position with regard to costs incurred, including disbursements. When reasonable to do so, we reserve the right to deduct costs accrued and to submit bills at intervals during the transaction. This keeps you informed about charges and enables you to budget for costs as the matter progresses. Costs will be payable by you unless we have confirmed to the contrary and please note we do not usually provide an update on costs and/or disbursements on a property related matter or on a probate matter unless you request this or we deem it reasonably proper to do so. Please ask if you would like us to explain any of the terms above.

### **Level of Risk**

In all work undertaken we carry out an initial assessment of risk and based on the current information held, the level of risk will be considered normal for your matter unless we advise you to the contrary. Please ask if you would like us to explain any of the terms above.

### **Storage of Papers and Documents and Photocopying**

We are entitled to hold all and not release any papers and documents while there is money owing to us for charges and expenses. Otherwise at the conclusion of a case and having sent appropriate documentation to you, we will make arrangements for the file to be stored. There is then a charge for recovery of the file from the archivers and this service is capped at £50.00 plus VAT for a file unless it is large and in which case an increased level of fees will apply, depending upon the size of the file. We will not destroy any documents such as deeds and other documents held for a period of 6 years from conclusion of the file (usually completion or a distribution of funds) and if in this

period we retrieve papers or documents from storage or need to make copies from electronically scanned records at your request, we will charge for such retrieval capped at £50 plus vat. However, we do reserve the right to make a higher charge based upon the time spent for producing stored papers or documents or electronically scanned records and these costs are charged based on the extent of the retrieval work required, and/or for copying or scanning your file contents. We may also charge for reading, correspondence or other work necessary to comply with your instructions after the completion of a matter. The present charge is 25p per sheet plus VAT. The cost is reduced if bulk photocopying is undertaken e.g. for 500 sheets the charge is 22.5p per sheet plus VAT. If your matter relates to a property purchase, transfer or remortgage we will send relevant documentation to you after completion and registration. We reserve the right to levy a charge of £30 plus vat for this service and whilst we may send paperwork by recorded delivery this is not automatically the case unless you request us in writing. Please ask if you would like us to explain any of the terms above.

### **Financial Services and Insurance Contracts**

If, during this transaction you need advice on investments, you should seek that advice from a party authorised by the Financial Conduct Authority as we are not authorised to give this advice. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you, for example in connection with indemnity insurances. Please ask if you would like us to explain any of the terms above.

### **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. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly and in writing. If we decide to stop acting for you, for example if you do not pay an interim bill or comply with the request for a payment on account, we will tell you the reason and give you notice in writing. Please ask if you would like us to explain any of the terms above.

### **Money Laundering Precautions**

Our regulatory obligations require us to apply procedures to guard against the risk of money laundering. It will help us to avoid any problems with our retainer and your matter if you bear this in mind. We are required to carry out identification checks and we will refuse to act for you if you fail to supply appropriate proof of identity for yourself or for any principal whom you may represent. We need to obtain formal evidence of your identity. This will be necessary even though we may have acted for you before, or if you are known personally to a member of staff and therefore it will assist if you are able to let us have this evidence quickly when requested. Normally the evidence we

will ask for is your current photo card driving licence correctly showing your current address, or your passport and an item of evidence to prove your address, such as a utility bill, recent council tax demand or bank statement no more than 3 months old. Further enquiries may be required until we are satisfied that our regulatory obligations have been met. In certain circumstances, we may be able to accept photocopies.

If you cannot provide such evidence please tell us and we will advise what alternative evidence may be acceptable and please do not send us any funds until the identification procedures have been carried out. If appropriate, we may use electronic identification service providers to confirm your identity, and that of any beneficial owners but there will be a charge for this service payable to the provider. Our office procedures are to initiate that electronic identification service if we have not seen you at our office with the originals of the ID paperwork requested. The charge per ID check is £20 plus vat for an individual and more for a limited company client if we carry out ID checks against the officers and directors of a Company client.

Our regulatory obligations also require us to ask how and from where a client has obtained his/her/their money for a transaction and we take steps to satisfy ourselves that those funds are not the proceeds of crime. We are required to verify the source of funds and if relevant the source of wealth with reference to independent documentation. This may involve reference to bank statements, wills, salary payslips, submitted tax returns, audited financial accounts etc. so we may ask for this or other documentation from you.

If a client is a limited company or a trust, we will investigate the identities of the company officers, major shareholders or trustees and the comments above will apply to them as well as the company or trust.

Please ask if you would like us to explain any of the terms above.

### **Confidentiality**

We are under professional and legal obligations to keep the affairs of our clients confidential. This is subject to a statutory exception as legislation on money laundering and terrorist financing places us under a duty in certain circumstances to disclose information to the National Crime Agency. If we know or suspect that a transaction on behalf of a client involves money laundering we may be required to make a money laundering disclosure. If that happens we may not be able to inform you that a disclosure has been made nor the reasons for it because the law prevents us from doing so.

There are a few further exceptions to the rules requiring us to maintain confidentiality of your affairs. The practice may be subject to audit or quality checks by third party organisations and sometimes we may outsource work, for example to a barrister or to an accountant. Further we may be obliged

to abide by various protocols introduced by the Law Society or Solicitors Regulation Authority and be under professional obligations to keep another solicitor or party involved with your transaction informed of your circumstances and progress in a transaction. This will apply in the case of residential conveyancing and if there is a matter which you feel should override any such obligation, you should let us know and so that we can discuss the matter with you.

However, please note the position detailed below relating to your funds in the event that we make a disclosure to help protect your funds and also that we cannot guarantee the security of information communicated by email or mobile phone although we assume that you consent for us to use these methods of communication.

Subject to the above we will not reveal confidential information about your matter. Please ask if you would like us to explain any of the terms above.

### **Our Client Account and the Destination and Distribution of Funds.**

Where we are to pay money out to you we will normally do so by cheque in your favour, or into an account in your name electronically. Funds transferred electronically by us are subject to a fee of £40 plus vat, and in respect of the administration of that payment. Generally we do not send cheques for large sums of money via the post for security reasons and funds over £2,000 are transferred by a CHAPS or TT payment for security purposes. Transfers below £2,000 will be sent via our own payment terminal via a BACS payment and at a cost of £20 plus VAT.

We must also advise you of the circumstances surrounding any monies that you send to us. Such monies are held in our "Client Account" unless they are attributable to costs owed to this firm. We will always confirm the bank in question but may not provide further details of our client account by telephone or via e mail without incorporating security checks. In the event of the failure of that Bank we will not regard ourselves as liable for losses resulting from its failure and will accept no liability for the Bank's collapse or any subsequent losses to our clients in respect of monies held in our Client Account. You should be aware that compensation for loss of deposit funds under the Financial Services Compensation Scheme ("FSCS") is limited to £120,000 and if you hold other personal monies in the same Bank that holds our clients' funds, the limit remains at £120,000 in total. Please be aware that a deposit taking institution can have several brands and the same institution can trade under different names. All clients should therefore check with their bank or the Financial Conduct Authority or their own financial adviser for further information they may require. Our bank is currently Lloyds Bank PLC.

In the event of a bank collapse, we may need to contact the FSCS with details of all clients whose money is held in our Client Account and the amount in that account to which each client is entitled, as part of a claim under the FSCS and may need to give certain client information to the FSCS to

help them identify you and the amounts held from you in our Client Account. Unless you confirm otherwise, we will take it that you we have your consent to do this.

We have a policy relating to the depositing of cash with this firm. 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 prove the source of the funds. When we pay money to you, it will be paid by cheque (if we deem that secure) or by bank transfer but we may refuse a request to send your funds to a third party.

Please be aware that communications purporting to be from us and confirming details of our client account to receive your funds or any change to it may not be from us but from a 3<sup>rd</sup> party looking to direct your funds to a different account. Any such communication should be confirmed by your speaking directly to your fee earner before you send funds to us. We do not accept responsibility for your loss if a 3<sup>rd</sup> party has contacted you purporting to be representing this firm and providing you with false details of our client account. Please also note our terms and conditions above relating to international payments. Please ask if you would like us to explain any of the terms above.

#### **Communications Between You and Us**

We will aim to communicate with you by letter, telephone, fax or e-mail unless you instruct us otherwise and we will communicate with others when appropriate by letter, e-mail or fax but cannot be responsible for the security of correspondence and documents sent by e-mail or fax. Laws and regulations relating to Data Protection require us to advise you that your particulars are held on our database. We may from time to time use these details to send you information we think may be of interest to you but in accordance with those laws and regulations. Please view or ask to see our data protection policy for further details. Please ask us if you would like us to explain any of the terms above.

#### **Regulated & Non Regulated Services**

Paul Berg & Taylor is authorised and regulated by the Solicitors Regulation Authority (the SRA). This means that we are governed by a Code of Conduct and other professional rules, which you can access on the SRA's website [www.sra.org.uk](http://www.sra.org.uk) or by calling 0370 606 2555. Paul Berg & Taylor's authorisation and regulation number with the SRA is 68120. Please ask us if you would like us to explain of the terms above.

#### **Complaints**

In the event of a complaint against the practice, an individual within the practice, or about a bill you have received from us you should raise the concern in the first place with the person dealing with your matter and/ or with the supervising Partner whose name is notified to you at the outset of the

transaction. We may ask that your complaint is communicated in writing and explains what action you are asking us to take. If you feel that your complaint has not been resolved, you should contact the Senior Partner David Taylor (or if the complaint is about him, contact Paul Berg), by telephoning or writing to him. The Partner involved will look to work with you to resolve your complaint. A full copy of our complaints procedure is available on request and will be sent to you in the event of a complaint being received.

If you are still unhappy you can ask the Legal Ombudsman to look into your complaint. You can contact the Legal Ombudsman by post at Legal Ombudsman, PO Box 6167, Slough, SL1 0EH or by telephone on 0300 555 0333.

You must refer your complaint to the Legal Ombudsman within six months of the date of our final response. From 1 April 2023 you also need to refer your complaint to us within one year of the problem you are complaining about happening, or if the problem occurred more than one year ago, you need to bring your complaint to us within one year of you becoming aware of the problem. The Legal Ombudsman has strict time limits and if you fail to comply with its timescales, it is unlikely that the Legal Ombudsman will be able to investigate your complaint as it is only able to investigate complaints which fall outside our time limits where it is considered fair and reasonable to do so. Further details are available on the website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk). The Legal Ombudsman service is free of charge.

Please ask if you would like us to explain any of the terms above.

### **Equality and Diversity**

We are committed to promoting equality and diversity 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.

### **Future Instructions**

Unless otherwise agreed, these Terms of Business will apply to all future instructions you give us on this or any other matter.

### **Notice of the Right to Cancel**

Under the terms of the Consumer Contracts Regulations 2013 you have the right to cancel your instructions within 14 days starting the day after you confirm your instructions to proceed. This is called the cancellation period. If you wish to cancel, please inform us in writing—by letter or fax. You should state your name, your address, any reference number shown on our correspondence to you, and that you wish to cancel your instructions. You do not have to give a reason and you can use

the Cancellation Form appearing below, but you do not have to do so. You can cancel your instructions at any time but please note the Form of Authority we are asking you to sign is taken by us to include an instruction to start work on your matter within the cancellation period and if we start work during the cancellation period we will be entitled to payment of our costs in respect of the work we undertake and the costs of any 3<sup>rd</sup> party disbursements may not be recoverable.

**Paul Berg & Taylor 05 2026**

***Cancellation Form***

You can return this form by posting it to Paul Berg & Taylor 5 Kinsbourne Court Harpenden AL5 3BL or by fax to 01582 461457. Complete, detach and return this form if you wish to cancel your instructions to instruct us to begin work within the cancellation period.

To: Paul Berg & Taylor 5 Kinsbourne Court Harpenden AL5 3BL, for the attention of the partners (or via fax to 01582 461457)

I/We hereby give notice that I/we cancel my/our contract for the supply of legal services with your firm in connection with ..... \*

Signed .....

Dated.....

Name and Address:

.....

Reference [if you know it] .....

\*please add the transaction you have asked us to undertake