

**FRASER DAWBARNs LLP  
GENERAL TERMS OF BUSINESS**

**1. Status**

Fraser Dawbarns LLP (“**the Firm**”) is a Limited Liability Partnership which is registered at the Law Society number OC353893 and authorised and regulated by the Solicitors Regulation Authority.

**2. Complaints Procedure**

If you have any questions, queries or concerns about our work for you or about the bill for our charges, please take them up first with the individual dealing with your matter. If that does not resolve the problem to your satisfaction or you would prefer not to speak to that individual, then please take it up with the head of the relevant department of the Firm. The identity of the department heads is available from our website at [www.fraserdawbarns.com](http://www.fraserdawbarns.com), or from any office of the firm.

If your complaint is still not resolved you may refer the matter to the firm’s Client Relations Manager, David Osborne who may be contacted at 21 Tuesday Market Place, Kings Lynn, Norfolk, PE30 1JW or by email ([davidosborne@fraserdawbarns.com](mailto:davidosborne@fraserdawbarns.com)) (telephone 01553-666-610). We will make every effort to resolve any complaints raised with us through our internal complaints procedure. If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ, about your complaint. Any complaint to the Legal Ombudsman must usually be made within 6 months of the date of our final written response on your complaint but for further information, you should contact the Legal Ombudsman on 0300 555 0333 or at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

The following time limits also apply to referring your complaint to the Legal Ombudsman:

1. If the act or omission giving rise to your complaint (“the act or omission”) was more than six years ago or took place before 6 October 2010 you must refer your complaint to the Legal Ombudsman within three years of when you should reasonably have known you had cause for complaint (“date of knowledge”) and your date of knowledge must have been after 5 October 2010
2. If the act or omission was after 5 October 2010 you must refer your complaint to the Legal Ombudsman within six years of the act or omission

The Solicitors Code of Conduct can be found on the Solicitors Regulation Authority website at [www.sra.org.uk](http://www.sra.org.uk)

If you would like to see our written complaints procedure we will provide you with a copy of it upon request.

It is important to appreciate that if a complaint is made to us we still may be entitled to charge interest on any of our bills that remain unpaid.

The Legal Ombudsman may not deal with a complaint about a bill if the client has applied to the court for assessment of that bill.

**3. Equality and Diversity**

This firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees and has a written equality and diversity policy.

## **4. Money Laundering**

### **4.1. Proof of Identity**

The law now requires solicitors to obtain satisfactory evidence of the identity of their clients, and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wishing to launder money. In order to comply with the law on money laundering, we will request evidence of your identity. If you cannot provide the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity.

### **4.2. Confidentiality**

We are under a professional and legal obligation to keep your affairs confidential. However solicitors may be required by statute to make a disclosure to the National Crime Agency in certain situations where they 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.

### **4.3. Cash**

The policy at Fraser Dawbarns LLP in relation to cash is that payments in cash exceeding £1,000 in total are not accepted.

If you try to circumvent this policy by depositing cash direct with our bank, we may charge you for any additional checks we decide are necessary to prove the source of the funds.

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.

### **4.4. Electronic and On-line Data**

As part of the identification process, we will need to carry out identity checks using electronic and online data. Your instructions to us constitute confirmation of your agreement to this.

### **4.5. Investigations**

We will charge you if we are required to carry out any work as a result of any money laundering activities relating to you or persons connected to you and/or any allegation of such activities and/or any investigation by the anti-money laundering authorities.

## **5. 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, practice management, statutory returns, and legal and regulatory compliance.

Our use of that information is subject to your instructions, the Data Protection Act 2018 and UK GDPR (General Data Protection Regulations) and our 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. You have a right of access under data protection legislation to certain personal data that we hold about you. For further information please refer to the firm's Privacy Notice.

## **6. Financial Services – Investment & Insurance**

We are not authorised under the Financial Services & Markets Act 2000, nor are we regulated by the Financial Conduct Authority, but we are able, in certain circumstances, to offer a limited range of investment services to the client because we are members of the Law Society of England and Wales. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide. 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 the service.

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

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services & Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory body of the Law Society. The Legal Ombudsman is the independent complaints handling body responsible for handling complaints against solicitors (see details above). If you are unhappy with any investment advice you receive from us or with any insurance advice you receive from us, you should raise your concerns with either of those bodies.

## **7. Interest and Commissions**

At the end of your matter, we will credit your account in respect of any interest earned if we hold monies on client account for longer than two months and the amount of interest is more than £20. If however we hold money on client account as stakeholder for another we must account for interest to the recipient of the stakeholder funds. For example, if you pay a deposit when buying a property to be held by us as stakeholder for your seller we would have to account for interest earned to your seller and not yourself.

In the event that Fraser Dawbarns LLP receives any commissions arising from work carried out on your behalf, whether attributable to investment or insurance activities or otherwise, we will credit your account with the amount of those commissions.

## **8. Termination**

- 8.1. You may terminate your instructions to us in writing at any time, which will be effective when we receive it, but we can keep all your papers and documents whilst there is still money owed to us for fees and expenses.
- 8.2. We will decide to stop acting for you only with good reason, e.g. if you do not pay a bill, a sum on account of costs, there is a conflict of interest, or if you require us to act unreasonably (which for example in a litigation matter includes (but is not limited to) asking us to run arguments that we consider will not succeed or which are not properly arguable) or act in a manner which conflicts with a protocol), or contrary to the SRA Principles and Codes of Conduct for Solicitors and Firms.
- 8.3. If you or we decide that we should stop acting for you, you will pay our charges up to the point at which you or we are notified.

## **9. Storage of Papers and Deeds**

- 9.1. At the conclusion of your matter we will keep your file of papers in storage for no less than 1 year. After that, storage is on the clear understanding that we have the right to destroy your file of papers after such period as we consider reasonable.
- 9.2. We do not normally make a charge for retrieving stored papers or deeds in response to continuing or new instructions to act for you. We may make a charge based on the time we spend on reading papers, writing letters or other work necessary to comply with these instructions. These charges will be made at the hourly charging rates which are current at the time of your request.
- 9.3. We may make a charge for retrieving stored papers or deeds where there are no new or continuing instructions to act for you, or where you ask us to provide information to you or a third party. These charges will be made at the hourly charging rates which are current at the time of your request.

9.4. At the conclusion of your matter we will retain electronic data for no less than one year. After that period retention of electronic data on our servers or otherwise is on the clear understanding that we have the right to permanently delete any such electronic data after such period as we consider reasonable.

## **10. Outsourcing and Assessment**

10.1. We may be required to produce and disclose all or part of your file to assessors, auditors and similar bodies for the purposes of audit or quality checks. These bodies are required to maintain confidentiality in relation to your files.

10.2. We reserve the right to outsource work for work to be carried out by people not directly employed by us. Outsourcing of work and auditing and inspection of files has implications for the confidentiality of your matter. If you have any objection, please let us know without delay. Please note that in the event of such objection, it may be necessary for us to terminate our retainer.

## **11. Terms relevant to fee paying clients**

Hourly rates are reviewed annually, and we will notify you of any adjustment which will affect the hourly rate charged in relation to your matter.

## **12. Billing Arrangements for fee paying clients**

You agree that we may deliver any bill or invoice by email or other electronic means

In certain situations you may be entitled to apply to the court for an assessment of our bill under part III of the Solicitors Act 1974.

Any such application to assess the bill should be made within one month of delivery of the bill and this includes interim bills. If an application is made after one month but before the expiry of 12 months from delivery the court will only order assessment in "special circumstances". The right to an assessment is lost if application is not made within 12 months of payment of the bill.

### *12.1. Interim Bills*

You agree we may deliver Interim Bills as and when we feel appropriate or when your matter has reached a particular stage, and that we may deliver interim bills by email or other electronic means. We reserve the right to cease acting for you if any of our interim bills are not paid.

### *12.2. Time for Payment and Interest*

Payment of all bills is due within 28 days of our sending it to you. If it is unpaid, we will charge interest on the bill at 8% per year on a daily basis from the date on which payment of our bill is due.

### *12.3. Lien*

In the event that any bill is unpaid, we are entitled to retain your papers, documents and property until payment in full has been received.

### *12.4. Payments on Account*

The day to day running costs that a solicitor incurs in running a matter (such as search fees, court fees, experts fees, travelling expenses etc) are known as disbursements. We may ask you for payments on account of our costs and the disbursements we incur on your behalf as the matter proceeds. In the event of a payment on account not being made we reserve the right to decline to act any further. In that event, we will send a bill for all work done to date.

### *12.5. Credit Card Payments*

You may pay a sum on account of costs, any sum due to us for costs VAT and disbursements by credit card or debit card. We are unable to accept card payments for any other purpose. We may not be able to take a credit card payment for Stamp Duty land Tax and Land Registry fees.

### **13. Joint Clients**

Where we are acting on behalf of one or more client by signing this agreement you agree to us taking instructions from one of you on behalf of all of the joint clients unless you advise us to the contrary.

### **14. Partnerships & Limited Companies**

Where we have been instructed by one or more directors of a limited company to act on behalf of the limited company or by one or more partners to act on behalf of a partnership of which they are members:

- The director(s) or partner(s) (as applicable) warrant that they have the authority of the limited company or partnership (as applicable) to instruct us and
- The director(s) or partner(s) (as applicable) warrant that the limited company or partnership (as applicable) is not insolvent and has the funds to pay our costs and disbursements as they fall due

### **15. Emails**

Any emails sent by us to you (or to others on your behalf) are likely to contain potentially sensitive information about you and/or your matter. Please note that those emails and their enclosures will be sent in a non-encrypted format and as such will be vulnerable to being opened and read by those with the technology and expertise to do so. By instructing us to act for you, you agree to us sending emails about your matter in a non-encrypted manner, unless you advise us in writing to the contrary.

### **16. VAT Number**

Our VAT number is 750873712

### **17. Professional Indemnity Insurance**

We maintain professional indemnity insurance in relation to the services that we provide. Our insurers are HDI Global Speciality SE UK Branch of 60 Fenchurch Street, London, EC3M 4AD. The territorial coverage of our insurance is England & Wales.

### **18. Applicable Law**

Any dispute or legal issue arising from our terms of business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh courts

### **19. Assignment of Retainer**

By instructing us to act for you, you agree that we may assign your retainer to any successor practice of this firm, including any Limited Liability Partnership or Limited Company to which all or part of the firm's business is transferred.

### **20. Liability of Members and Employees**

You also agree that no member or employee of any Limited Liability Partnership or Limited Company to which your retainer may be transferred shall be liable for any tortious act or omission in relation to your retainer.

## 21. Client Identification

We use the services of Legl to provide secure digital identity verification, online payments, and to share key documents as part of our client onboarding process, in line with SRA regulation.

All information provided is securely processed by Legl using the highest security standards to encrypt your details and keep your personal data safe. You will receive a link to start your client onboarding, and you will be redirected to Legl's portal where the verification will take place. You will receive an immediate email confirmation once the flow is finalised.

There will be a charge of between of £10 - £20 plus VAT at current rates per individual

You can find Legl's Terms of Use here <https://www.legl.com/terms-of-use> and Privacy Policy here <https://www.legl.com/privacy-policy>.

If you have any questions, please contact us at [info@fraserdawbarns.com](mailto:info@fraserdawbarns.com)

Please could you complete the details in the applicable box below and then sign, date and return the signed copy to us.

### For Business Clients

I ..... *[please insert your full name in block letters]* on behalf of ..... *[please insert your businesses name in block letters]* ("**the Business**") agree to the terms as to charging. I confirm that I have authority on behalf of the Business to enter into this agreement on behalf of the Business and that the Business has the funds to pay your fees.

Signed: ..... Dated: .....

### For Non Business Clients

I ..... *[please insert your full name in block letters]* agree to the terms as to charging.

Signed: ..... Dated: .....

I ..... *[please insert your full name in block letters]* agree to the terms as to charging.

Signed: ..... Dated: .....