TERMS OF BUSINESS

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TERMS OF BUSINESS

1. Good & Trusted Legal Services Ltd

1.1 Who we are

Good & Trusted Legal Services Ltd, trading as G&T Legal ("G&T Legal") is a limited company registered at Companies House. Its Company Number is 10562007. Its Registered Office address is South Point, Church Road, Lowfield Heath, Crawley, West Sussex RH11 0PR.

G&T Legal is also regulated by the Solicitors Regulation Authority ('SRA'). Its SRA ID is 636775.

1.2 Our Hours

Our usual hours of business are 9am to 5pm, Monday to Friday. Evening appointments may be possible between Monday to Thursday. The fee earner dealing with your matter can advise further as to availability of an evening appointment if required.

1.3 Our Services

Our services include, but are not limited to:

(a) Estate Planning: Wills, Trusts, Power of Attorneys and Trust Administration
(b) Probate and full Estate administration
(c) Dispute Resolution and Litigation for Estates, Trusts and Property or Land
(d) Land Registry work
(e) Professional Executors and Trustees
(f) Conveyancing for cash buyers & Sellers
(g) Drafting & Registration Service

2. Terms of Business

This document is to inform you, our Client, of the terms of engagement under which we will carry out your legal work. The terms in this document apply to all work we do for you, of any nature, unless a variation to them is agreed in writing. For the purpose of this document, the terms "you" and 'your" mean you as our Client and the terms "we", "us", "our" and "the firm" mean G&T Legal.

In addition to this document, you will also receive a letter setting out the basis on which we will provide our services to you ("Client Care Letter") and includes the following:

(a) details of the instructions you have provided us with to carry out the work;
(b) the charges applicable to the matter where you have instructed us to act on your behalf;
(c) the best information possible at the time about the likely overall cost of undertaking the work on your behalf including it if will be necessary to engage the services of another firm or agency, expert or barrister to assist with your case;
(d) how you will be funding the costs of the case;
(e) details of who will be dealing with your case on a day to day basis, whether or not they are a solicitor, and if any other member of the firm will carry out work on your behalf; and
(f) an expectation of how long it will take to complete the work.

The Client Care Letter forms part of the terms and conditions of business between us and should be read in conjunction with this document. The Client Care Letter predominates over this document.

With regard to the Unfair Terms in Consumer Contracts Regulations 1999 it is hereby agreed that all terms and conditions contained in the Client Care Letter and this herein have been individually negotiated.

If you have any queries regarding these Terms of Business then please let us know. Otherwise, please note that when you sign the Client Care Letter and any other documents associated with instructing us, you do so agree to these terms of business.

These terms of business are governed by the laws of England and Wales.

3. Equality & Diversity

The firm does not discriminate on the grounds of race, sex, gender, age, religion or belief, disability or sexual orientation in deciding whether to accept instructions from client, instructing barristers and other experts or in the provision of its service.

4. Liability Limitation

You agree that your contract is with G&T Legal exclusively ("the Contract"). Any duty of care owed to you for the work undertaken by us is the responsibility of G&T Legal and is not owed to you by any individual, whether or not that individual is working on, or is involved in the conduct of, a matter which a duty of care to you is assumed or imposed. You agree that no personal duty is owed to by you any individual employee, officer or consultant of G&T Legal. Accordingly it is a condition of our retainer that you will not bring any claim in respect of any loss or damage against any of our employees, officers or consultants.

We will not be liable to you or any third party if we are unable to perform our services as a result of any cause beyond our reasonable control. If any such event should arise, we will notify you as soon as reasonably practicable.

The following provisions set out the entire financial liability of G&T Legal (including any liability for the acts or omissions of its employees, officers, consultants, agents and sub-contractors) to you in respect of:

(a) any breach of these conditions; or

(b) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract; and

(c) any breach of contract.

All warranties, conditions and other terms implied by statute or common law are, to the fullest extent, permitted by law excluded from the Contract.

Nothing in these conditions excludes or limits the liability of the firm:

(a) for death or personal injury caused by the firm's negligence; or

(b) under Section 2(3) of the Consumer Protection Act 1987; or

(c) for any matter which it would be illegal for the firm to exclude or attempt to exclude its liability; or (d) for fraud or fraudulent misrepresentation.

This clause is subject to the conditions below:

(a) G&T Legal's total liability in contract, tort (including without limitation negligence), breach of statutory duty, misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the maximum sum of £3,000,000 (three million pounds) in respect of any one claim or series of claims arising out of or in connection with the performance or contemplated performance of this Contract; and

(b) G&T Legal shall not be liable to the Client for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential or any claims for consequential compensation whatsoever (however, caused) which arise out of or in connection with the Contract.

G&T Legal is covered by Professional Indemnity Insurance in line with the requirements set out by the SRA. We do not accept liability for any loss or damage in excess of our insurance cover, unless we have signed a special arrangement with you at the outset of your case. We review our indemnity cover on an annual basis. Details of the current insurer and level of our indemnity cover are available on request.

5. Confidentiality

In acting on your behalf it may be necessary for us to disclose certain information to third parties including solicitors for the other side, estate agents, experts. We only disclose such information where we believe it to be appropriate or reasonable to do so in order to progress the case or where we are under a professional obligation to do so, or by order of a Court.

Under the SRA Handbook (Code of Conduct) we are obliged to keep all data and information about you or your case, obtained during your retainer, confidential. We take that obligation very seriously.

Everything you tell us about your affairs is confidential, except to the extent that it may be necessary for us to disclose certain information to third parties including, but not limited to, solicitors for the other side, estate agents and experts. We only disclose such information where we believe it to be appropriate or reasonable to do so in order to progress the matter or where we are compelled to do so by law.

We also use the services of third-party providers supplying support including, but not limited to, IT, finance, bookkeeping, HR, administration and facilities, risk and regulation, and marketing. Any third-party provider that we use has signed a confidentiality agreement binding them to treat your information and data as securely as we do. We are confident that your confidential and data will not be compromised.

By signing the Client Care Letter and these terms of business you are consenting to this limited sharing of your data and information. If you have any queries about this, please feel free to call the person responsible for your matter who will be able to assist.

We do not accept responsibility for any breach of confidentiality because of a fault or omission on your part, or by your agents, or the result of any action by a third party, of if otherwise a matter enters the public domain.

6. General Data Protection Regulations 2018

Our General Data Protection Regulations Privacy Statement can be viewed here: https://gtlegal.co.uk/privacypolicy/
A paper copy is available upon request.

7. The Proceeds of Crime Act 2002 & the Terrorism Act 2000

The proceeds of crime are any money, property or asset which has arisen as a result of crime, whether the money has been saved or spent.

Under the terms of the Proceeds of Crime Act 2002 and the Terrorism Act 2000 we are prohibited from acting for or advising a client in relation to terrorist financing, or the acquisition, retention, use of control of the proceeds of any crime or any attempt to conceal, disguise, convert or transfer any criminal property or to remove it from the jurisdiction, or form being involved in arrangements relating to such activities. The proceeds of crime and criminal property are widely defined for these purposes to include any activity (including tax evasion) carried on anywhere which would be illegal if carried on in the UK.

We have a legal obligation to report to the National Crime Agency ("the NCA") if we have reasonable grounds to suspect that a person may be in possession of the proceeds of crime as defined by the Proceeds of Crime Act 2002. In such circumstances we reserve the right to notify the NCA of any such suspicion without notice to you, and to apply to them for clearance to proceed with any relevant transaction on your behalf. In those circumstances we will not inform you of what we have done even though this action may involve delays to any transaction in which you or we may be engaged (on your behalf). In such circumstances where we are seeking clearance from the NCA we do not accept any liabilities incurred by reason of such delays or any liability for any claims, costs, expenses or demands howsoever incurred even if the transaction in question were to prove abortive by reasons of such delays or the notification itself.

The NCA will give or withhold permission for us to continue with the case. NCA involvement will cause delays to your case. Even if NCA gives permission for the case to continue, it can pass the information received to any relevant body such as HM Revenue & Customs and an investigation and/or criminal proceedings may take place at any time in the future.

The obligations that we have under the Proceeds of Crime Act 2002 can in certain circumstances override the duty of solicitor/client confidentiality.

Any time spent addressing issues arising from the Proceeds of Crime Act 2002 will be charged to you in the same manner as any other work undertaken in relation to your case.

8. Anti-Money Laundering

We operate a comprehensive Anti-Money Laundering Policy as required by The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and the Proceeds of Crime Act 2002.

In compliance with these regulations, we are legally required to ask for proof of your identification, and this is in the form of one original photo ID (passport or photo-card driving licence) and one original and recent (i.e. less than 3 month's old) proof of address documents (for example, a bank statement, council tax or utility bill).

We are entitled to refuse to act for you if you fail to supply us with appropriate proof of identity for yourself or for any principal whom you may represent. We do not accept any cash payments. You must not under any circumstances transfer any cash. If you do we reserve the right to charge you for the time we need to spend to investigate the source of funds, in order to cover our administrative expenses. We will also not be able to send monies to any third parties.

Also, we are obliged to report any suspicion of money laundering to the NCA without informing you no matter how small a sum is involved. If we fail to do so, we could be prosecuted. We will not be liable for any loss you suffer resulting from any disclosure under these provisions (this being an exception to the general rule that your affairs will remain confidential).

In Conveyancing matters in accordance with the Money Laundering Regulations and the Proceeds of Crime Act 2002, we, as a Firm, are required by law to satisfy ourselves as to the source of any funds used in connection with the purchase. We will therefore require evidence of your deposit money and any balance money you will be providing and how it has been accumulated and let us have any documentary evidence you may have in respect thereof. Please note that we will not be able to proceed if satisfactory evidence is not given as to the source of funds.

9. Client Monies

Any money received on your behalf will be held in our general client account, which is separate to the firm's money. While bank interest rates are low, our policy is not to pay interest to clients on money held in that general account unless it is fair and reasonable to do so. This policy is reviewed annually. The administrative cost of accounting for that interest usually outweighs the sum earned. We will usually only consider making such payment where there is an unusually large balance and/or it is held for an unusually long period of time and where the amount of interest calculated exceeds £150. We will advise you if any interest is due to you.

We hold all client monies in banking institutions that are regulated by the Financial Conduct Authority ("FCA"), and it is held in a designated client account as regulated by the Solicitors Accounts Rules 2011. Where money is held in relation to separate matters for you, we will treat the matters and money as separate, unless the matters are so closely related that they should be considered together.

We bank with one bank and have notified it that we deposit different clients' monies into a single account. In the event of a bank collapse, failure or other similar event we will not be liable to any client for any monies lost by virtue of such an event, nor will we be liable for any consequential loss arising resulting from an inability to withdraw such funds, other than as may be prescribed by law or by the Solicitors Regulation Authority. The Financial Services Compensation Scheme ("FSCS") covers deposits belonging to clients up to £85,000 per client per bank or authorised lending institution. This £85,000 is personal to you, so if you hold other monies with the same bank and it fails, the FSCS limit of £85,000 would apply to all deposits whether held directly by you or by us. Some banks have different brand names but are a single institution for FSCS purposes. You should check with your bank or the FCA for more information. If a bank fails, in order to receive compensation from the FSCS we must provide then with the details of all clients for whom we hold money, which we can only do with your consent. Accordingly, your acceptance of these terms of business shall be deemed to be consent for these purposes.

Where we have provided a professional undertaking on your behalf which is reliant on funds held for you in the client account or due to you from a lending institution, and the funds are subsequently not available to us due to the collapse of the bank holding the money or the lending institution, then as soon as is reasonably practical you will need to provide replacement funds and compensate us for any costs, interest or other expenses that we may incur in seeking to honour our professional undertaking in the absence of sufficient funds from you.

Unless otherwise instructed, all international payments will be made from our client account in GBP and the recipient will receive the monies in their local currency. We will not be liable for any loss on the conversion and any fees in respect of the same will be borne from the monies being transferred unless otherwise instructed.

10. Auditing

The firm is a member of a number of organisations. As part of this, the firm may be subject to an audit in respect of these and as part of this process the auditors will ask to consider individual files of papers to ensure that we are complying with our own strict internal procedures and supervision standards. In such circumstances a file relating to your case may be considered by those auditors. We will not make available your files if you specifically request in writing that we do not do so.

11. Instructions

11.1 Acceptance of Instructions

We will accept or decline instructions form you in accordance with the SRA Handbook (Code of Conduct). We search our records to protect you from conflicts of interest. Where a conflict arises or may arise (for example, where there are two or more people involved in a matter) we may not be able to accept or continue working on your matter. If this is the case, we will contact you directly.

In undertaking work on your behalf, we will use those members of staff who are best suited to the work, dependant on their experience and the complexity and the value of the case. In some instances, some of the work will not be carried out by a qualified solicitor, but a qualified solicitor will still supervise it.

In order for us to work on your behalf you will provide us with a full description of the service you require and your objective. You need to provide us with all the relevant information when we request it to enable us to undertake the work which includes providing all relevant documents, notes, agreements, correspondence and personal statements.

Your dealings with us must be honest and straightforward and complete and you must not ask us to act in an improper, unreasonable or illegal way.

If the Client consists of more than one individual or organisation, any obligations or responsibilities of the Client are obligations and responsibilities of those persons or organisations separately, all together or in any combination. Instructions will be accepted on the basis that either or any have the authority to give instructions on behalf of others unless we are provided with prior written instructions to the contrary.

We will only act on your behalf if we are retained exclusively by you on that particular matter. You are free to instruct other solicitors on other matters if you wish. It is your duty to inform us of conflicts or overlaps.

If you wish us to start work for you within fourteen days of instructing us, you must request this in writing. This affects your rights to cancel the Contract with us. Please see the section 'Ending Your Instructions' at 11.4 below for further information.

11.2 Future Instructions

Unless otherwise agreed and subject to the application of current hourly rates (if appropriate), these terms of business shall apply to any future instructions given by you to us. Any future instructions given by you to us and your continuing instructions on work currently being undertaken on your behalf will amount to an acceptance of these terms of business save and to the extent otherwise agreed with you in writing.

11.3 Changes in Circumstances

We will communicate with you by telephone, e-mail, by post or client portal. It is your responsibility to ensure that we have accurate contact information for you. If you wish us to change the address at which we write to you then you must notify us in writing by e-mail or post.

If there is any other change in your circumstances, e.g. change in financial circumstances, you should let us know as soon as possible so that we can ensure our records are kept up to date, but also ensure that your matter continues to be funded in the most appropriate way.

11.4 Ending Your Instructions

You are entitled to end your instructions to us in writing at any time. In some circumstances you may consider that we should stop acting for you if, for example, you are unable to provide us with clear or proper instructions on how to proceed, or if you have lost confidence in how we are carrying out work on your behalf.

Under the Consumer Contracts (information, Cancellation and Additional Charges) Regulations 2013, for transactions with private individuals you would have the right to cancel those instructions without giving any reason and without any cost to you within fourteen days of those instructions being received and confirmed by us in writing. If you wish to cancel your instructions, you must do so in writing before the fourteen-day cancellation period has expired. A cancellation form can be found at the end of these terms of business. In this situation we will return to you all payments made to us up to the point of cancellation within fourteen days of receipt of your decision to cancel your instructions. Refunds will be made using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise. In any event you will not incur any fees as a result of the reimbursement.

However, should you specifically request that we start work within the fourteen-day cancellation period and then subsequently cancel your instructions you will be liable to pay our costs, and any additional charges incurred for work carried out on your behalf up to the point where you cancel your instructions. Any request to start work within the fourteen-day cancellation period must be made in writing.

In some circumstances we are entitled to refuse to act or to continue acting for you, in particular if:

(a) we are or may be in breach of the law or the principles of the SRA Handbook (Code of Conduct) if we act or continue to act for you;
(b) we consider there is or may be a conflict or risk of conflict between your interests and those of any other client of the firm;
(c) you are unable to give clear or proper instructions as to how we are to proceed;
(d) you fail to comply with our payment terms or fail to make a requested payment on account;
(e) you fail to pay us sufficient money to complete a matter or pay disbursements when requested;
(f) you act in a way that appears to us to be improper, dishonest or deliberately misleading;
(g) you ask us to act in an unreasonable or illegal manner;
(h) you refuse to accept a reasonable offer of settlement;
(i) you do not meet your responsibilities under these terms of business;
(j) we consider that your matter no longer has a reasonable prospect of success; or
(k) we consider that the matter is uneconomic to pursue.

If we cease acting for you, we shall, where relevant, apply at your expense to remove ourselves from the Court or Tribunal record.

If you or we decide that we no longer act for you after the cancellation period has expired, you will have to pay all outstanding costs and disbursements (including in both cases any not yet billed) together with VAT and any costs and disbursements incurred in connection with the termination.

We will be entitled to keep all your papers and documents (this is called a “lien”) whilst there is money owing to us for our charges and expenses, where that retention is proper exercise of a solicitor’s lien. It would normally be acceptable for these papers to be transferred to a new solicitor upon receipt of a satisfactory undertaking from the new solicitor in respect of the outstanding costs.

11.5 Changes in the Law & Critical Dates

Unless we are instructed to review the law and report to you from time to time or to deal with the matters in question immediately prior to a critical date, we will not remind you of changes in the law which might affect you or future critical dates. We will charge you on a time basis for any research which may be necessary to obtain an up-to-date position of the legal position as it relates to your matter.

11.6 E-mail Contact & Cybercrime Awareness

It is our duty to keep your affairs as our client confidential. We will communicate with you by e-mail unless you confirm to us that you do not wish up to do so. Internet e-mail is not a secure medium, as messages can be

intercepted, read and changed by someone else. Please bear in mind when deciding whether to send information to us by e-mail.

We cannot accept responsibility once an e-mail with any attachment leaves us. We have an anti-virus system installed in our network and therefore any communication sent by e-mail will be checked for known viruses. We reserve the right not to receive an e-mail until it has been checked for viruses and provision may be made for incoming e-mail and attachments to be quarantined.

11.7 Notices

Any notice give to us may be sent to our registered office and any notice given by us may be given to you at your last address known to us.

12. Fees, Billing & Payments

12.1 Fees

Except where we have agreed fixed fees to carry out the work our charges are usually based on the time spent dealing with your case. The time charges will include: meetings with you and others; time spent in travelling to and from meetings away from our offices; considering, preparing and working on papers relation to your matter; correspondence both sent and received, including letters and e-mails; telephone calls. Time is recorded in minimum units of 6 minutes each. Our hourly rates are reviewed annually. You will be advised in advance of any increase in the hourly rate to be charges by the fee earners acting on your behalf.

In addition to the time charges referred to above, our costs are also assessed by reference to other factors generally referred to as the 'care and conduct' aspects. This may vary and is usually dependent upon:

(a) the degree and urgency in your case or transaction;
(b) the complexity of your case or transaction;
(c) the importance of the case to you;
(d) the amount of value of any money or property involved; and
(e) the skills, specialised knowledge and experience of the fee earner.

Our hourly rates are exclusive of VAT and subsequently VAT will be added to all invoices.

Our fees take into account our incidental costs in carrying out the work, e.g. standard postage, telephone calls. We reserve the right to charge you for any other expenses we incur in connection with the case, e.g. couriers, exceptional photocopying, etc. We add a handling charge to the cost of bank transfers to cover the time of our accounts staff.

In certain transactions we may base our charges on a percentage of the value of the transaction. This value reflects the importance of the transaction and the responsibility placed on the firm. We will write to you at the outset of your case if we will be charging you on this basis for the work undertaking on your behalf.

If your instructions require us to work outside normal office hours, we reserve the right to increase the level of the hourly rate(s).

Where you advise us to carry out additional work on your behalf, and this was not included in the original estimate of costs, then we are entitled to charge and be paid for the additional work required.

Costs are payable whether or not a matter is successfully concluded. We reserve the right to charge and be paid for the amount of work actually undertaken in progressing the matter until it ceases unless we have agreed otherwise in writing.

12.2 Estimates

Wherever possible we will, on accepting your instructions, provide you with an estimate of the likely costs involved to complete your case or transaction. We will provide you with the best information possible at the time about the likely overall costs, including any disbursements that are likely to be incurred. This is a guide to assist you with budgeting and should not be regarded as a fixed quotation. However, if the amount of work is greater than first envisaged, we will inform you as soon as possible and regularly advise you of how much your case or transaction will cost you. We will notify you at least every six months of the costs incurred to date.

12.3 Disbursements

Disbursements are fees we pay to third parties on your behalf including, but not restricted to, Court fees, expert fees and Land Registry Fees. Major disbursements will be specified in the Client Care Letter to the extent they can be predicted. You will normally be requested to make payment to us to cover the costs of the disbursements before we incur or pay them. We are not obligated to meet any such payments on your behalf unless we have already received from you cleared monies to cover the outlay. VAT is payable on certain disbursements.

12.4 VAT

G&T Legal is VAT registered. Our VAT number is 2681 38383.

It is your duty to advise us of your VAT status. If you are able to recover some or all of the VAT on costs, including disbursements and Barrister's fees, then it is not permissible to recover the same VAT from any third party who is ordered or agrees to pay your costs. If you are in any doubt as to your VAT status, then you should seek advice from a specialist such as an accountant or similar professional.

12.5 Payment

It is normal practice for the firm at the commencement of your matter to ask for money on account to cover the ongoing costs of your case and anticipated disbursements. During the course of your matter, we may issue interim invoices in addition to a final invoice on completion of your matter, depending on the duration of the matter. These are statute invoices delivered in accordance with Part III of the Solicitors Act 1974. As such, if there are insufficient funds on your account to cover the value of the invoice, then we are entitled to recover the outstanding balance under our normal terms.

Where we hold your monies in our client account (see paragraph 9) we shall use them in settlement of any invoice including any disbursements shown on the invoice which have been paid or are about to be paid by us or any other sums due that are owed to us, unless specific allocation has been requested.

All invoices are immediately due when issued and should be settled within 7 days of the date on the invoice. In the event of payments being requested and not paid within the 7-day limit, we reserve the right to suspend work on all cases where we are acting on your behalf until we receive payment from you.

We reserve the right to charge an additional fee on all invoices not paid within 7 days at a rate of £250.00 plus VAT. This additional fee will be charged each time we have to chase for payment to be made.

You may be entitled to have our charges reviewed by a Court. This is known as a 'detailed assessment'. Time limits for the exercise of your rights under the Solicitors' Act 1974 regarding the assessment of costs start at the point of delivery of each interim or final invoice to you.

If you have any query about your invoice, you should contact the person acting on your behalf immediately and in any event within 7 days of the date of the invoice, after which we will treat the invoice as recoverable.

We do not accept payments by cash.

Where we pay money to you this will be done by cheque or electronic bank transfer. We are not able to make payments in cash due to the Anti-Money Laundering Regulations 2007.

12.6 Bank Details

We will advise you, via our 'Client Funds Request' or our 'Invoice' to which account monies need to be paid. We have two accounts, our office account for payment of invoices and our client account for holding monies on account.

If our bank account details change, we will only send our new bank details to you by secure client portal or password protected document. If you receive an e-mail informing you of our new bank details, call the number on our letterhead and speak to us. If you receive a suspicious phone call, put the phone down and call us on the number on our letterhead, but either wait at least 5 minutes or call us from a different phone. If you receive a request for your

bank details or are asked to make a payment you are unsure about, please speak directly with us. We will not accept responsibility if you transfer money into an incorrect account.

12.7 Payment by Third Parties

Unless your matter has been referred to us by a third party who has agreed to pay our fees, we will address our invoices to you. If you request us to invoice a third party, we may do so at our discretion, and we will require confirmation from them in writing that they will pay our fees. In either instance you will remain personally responsible for our fees if the third party fails to pay our invoices within our agreed payment terms.

13. Conveyancing / Buying & Selling Property

Under the Consumer Protection Regulations ("CPRs") there is a duty on all sellers and landlords if they are traders, and upon their solicitors and estate agents even if they are not, to make disclosure of any material information within their knowledge to any consumers who are buying or renting property from them. The criminal penalties for failing to abide with these CPRs range from fines to imprisonment of up to 2 years.

Information withheld would be deemed to be 'material' if it would have caused the average consumer to take a transactional decision they would not otherwise have taken. Historically such withholding of relevant information might have led to Civil Court proceedings for breach of contract, but now the penalties are much more severe.

It is important to note that neither you as seller / landlord or this firm, acting on your behalf, must mislead the buyer or tenant by providing incorrect or ambiguous information, or by omitting to provide information. Please remember that certain information will be revealed through searches, surveys, valuations and other enquiries made by the buyer or tenant and so it is important to make all know disclosures as early in the transaction as possible to prevent delays.

Because these duties of disclosure apply to us as your solicitors, we may no longer be bound by our duty of confidentiality to you if we become aware of any material information. If you ask us to withhold any such information we may be forced to withdraw from our retainer and stop acting for you in this transaction.

14. Conveyancing / Buying & Selling Property: Disclaimers

We shall not advise (generally) on environmental liabilities, and we shall assume (unless you confirm otherwise) that you are making your own arrangements for any appropriate environmental survey or investigations. Although we may obtain an environmental search (and in some cases this is a requirement by the Lender) in relation to the land, we will not advise you about any issues relating to the possible contamination of any land which may be relevant to your purchase. We shall not carry out any physical inspection of the property nor advise you on the valuation of the property nor the suitability of your mortgage nor any other financial arrangements. We will not advise you on the planning implications of your proposed purchase, unless you expressly instruct us to do so in writing. We shall, however, report to you on any relevant information provided by the results of the "local search". We are not qualified to advise on the results of any search made and would only be able to report to you the actual results of such a search. If you require such advice, then you are free to seek this independently.

15. Incidental Investment Business

If during your case you require advice on investments, we may have to refer you to someone who is authorised by the FCA, as we are not. We may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you, as we are regulated by the SRA.

16. Tax Advice

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. Tax advice is outside of the scope of the work we do for you, unless we specifically agree to advise you. 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.

17. File & Matter Management

We will keep you advised of all developments in your matter by e-mail, at meetings, telephone, post or secure client portal. From time to time, as necessary, we will also advise you as to whether the likely outcome of our matter will justify the likely charges, expenses and risks involved, in our opinion.

18. Storage of Papers and Documents

At the conclusion of your matter, we will store an electronic copy of your file. It is our policy to destroy working papers and correspondence. If there are any documents which you wish to have returned to you, or indeed if you wish to retain the files of papers, you should advise us at the conclusion of the matter.

If we retrieve papers or documents from storage in relation to continuing or new instructions from you, we may make a charge based on the time spent in producing them to you or to another person at your request. We may also charge for reading, corresponding, printing, copying or other work necessary to comply with instructions given by you or on your behalf.

All original deeds or other documents deposited with us for safe storage are kept in a safe, secure environment and we keep a record of all those in our possession.

19. Reporting Concerns

If you are dissatisfied with the service, we have provided for you or with our invoice to you for our services, then please let us know and we will try to resolve any problem quickly.

If you are in any way concerned at the way in which a case is being handled, you should first contact the person who is acting on your behalf or their manager. Should you not wish to do this or are not satisfied then you should contact the firm's Compliance Manager, Ann Pryce-Jones (ann.pryce-jones@gtlegal.co.uk).

Your complaint should set out your concerns in writing. Once your complaint has been received, your file of papers will be obtained and a meeting arranged with the person who has been acting on your behalf to discuss the issues raised. We will then write to you, in accordance with our complaints procedure, or, if necessary, or arrange a meeting.

A copy of our complaints procedure is available on request.

In exceptional circumstances, where you are still dissatisfied after referring to the Compliance Manager, you may wish to address the case to the Legal Ombudsman at PO Box 6806, Wolverhampton WV1 9WJ or www.legalombudsman.org.uk. The Legal Ombudsman and Office for Legal Complaints are independent of the Law Society.

20. Intellectual Property

Unless we agree otherwise, all copyright subsisting in the documents and other materials we create whilst carrying out work for you will remain the property of G&T Legal. You will have the right to use such documents for the purposes for which they are created. You agree not to make our work, documents or materials available to third parties without our prior written permission and we accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

21. Distance Selling - Cancellation Form

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply to this matter. This means you have the right to cancel your instructions to us within fourteen days without giving any reason. The cancellation period will expire fourteen days after the date of our initial communication with you. To exercise the right to cancel, you must inform us of your decision to cancel by a clear statement (e.g. a letter sent by post or email) using the form attached. 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 requested to begin work on your matter during the cancellation period, we reserve the right to ask you to pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation, in comparison with the full coverage of the retainer.

CANCELLATION FORM

To:
Good & Trusted Legal Services Ltd
South Point
Church Road
Lowfield Heath
Crawley
West Sussex
RH11 0PR

E-mail:
clientsupport@gtlegal.co.uk

Your contact at G&T Legal:_____

I / We hereby give notice that I / we cancel my / our contract for the supply of the following legal service(s) (Please provide a brief summary of your instructions to us.)

Signed …… Date ……

Print ……

Signed …… Date ……

Print ……