



REMOTE ID VERIFICATION SERVICES – ID2

Our Aims

We aim to offer all of our clients a friendly, efficient and effective service. This document explains the terms upon which we will undertake your business. If separate terms have been agreed which are inconsistent with this document then those terms will prevail.

Hours of Business

The normal hours of business are 8.00 am to 6.00 pm Monday to Friday (excluding Bank Holidays).

Communication Between You and Us

We are confident of providing a high quality, efficient and effective service at all times and in all respects. If you do have any queries, concerns or problems about our work for you, please contact our Principal Solicitor, Jonathan Leitch, who will deal with your concerns in accordance with our procedure, mentioned below.

All solicitors must attempt to resolve problems that may arise with their services. It is therefore important that you immediately raise any concerns you may have with us. We value you and would not wish to think you have any reason to be unhappy with us.

Complaints

In the unlikely event that you are unhappy about any aspect of the service you have received or about a bill, you are entitled to complain and you should contact our Principal Solicitor Jonathan Leitch either in writing or by telephone. We have a procedure in place which details how we handle complaints, which is available on request from our Reception. We have eight weeks to consider your complaint. If we have not resolved it within this time, you may complain to the Legal Ombudsman.

If you are not satisfied with our handling of your complaint, you may be able to ask the Legal Ombudsman (PO Box 6806, Wolverhampton WV1 9WJ, tel: 0300 555 0333 or email: enquiries@legalombudsman.org.uk) to consider the complaint. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within a year of the act or omission about which you are complaining having occurred (or you becoming aware of it).

Identity and Disclosure

We are entitled to refuse to act for you if you fail to supply appropriate proof of identity for yourself. We may undertake identity searches in this respect.

By acceptance of these Terms of Business, you will be deemed to agree that we may use information provided by you to conduct identity checks on you and/or on any principal in order to comply with any

statutory or regulatory requirements currently in force. Information that you provide may be disclosed to a credit reference or fraud prevention agency which may keep a record of that information.

Additional Work

We will inform you if any unforeseen additional work becomes necessary, or if your requirements or the circumstances significantly change during the course of the matter. We will also inform you of estimated costs where possible before any extra charges and expenses are incurred.

Our Charges and Expenses

Our charges are calculated mainly by reference to the time actually spent by our staff in respect of any work which they do on your behalf. This may include meetings with you and perhaps others, reading, preparing and working on papers, making and receiving telephone calls, emails, faxes and text messages with any relevant persons necessary.

VAT Number

Our VAT number is 289 7456 32. VAT will be added to our charges at the rate prevailing when the work is done.

Charges and Expenses – Real Estate Charges

Our fee in this matter is **£150.00 inc.** VAT which you have already paid

Billing and Payment Arrangements

Payment is due to us in accordance with the terms stated on the booking letter. We reserve our right to charge you interest on a daily basis on the bill at the prevailing rate pursuant to the Late Payment of Commercial Debts Regulations 2002, if you do not pay our bill within the payment terms stated on the booking letter. We also reserve our right to invoice you for late payment charges pursuant to the same Regulations.

Where appropriate, we reserve the right to retain from any monies recovered sufficient amounts to pay our outstanding bills on any case(s) we have in progress for you.

Confidentiality

We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the Serious Organised Crime Agency 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. We may have to stop working on your matter for a period of time and may not be able to tell you why. We will not be liable for any loss, damage or delay arising out of the firm's compliance with any statutory or regulatory requirement.

Cash Policy

Our practice's policy is not to accept cash from clients, but we may accept cash up to £500 in exceptional circumstances, with the prior approval of our Principal Solicitor, Jonathan Leitch. 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. 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.

Limitation of Liability

Our liability to you for a breach of your instructions shall be limited to £3 million, unless we expressly state a higher amount in the letter accompanying these Terms. 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 profits or opportunities. We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence. Please ask if you would like us to explain further.

Tax Advice

We do not provide advice on taxation issues. If you believe that the work we are doing for you has taxation implications, please contact your accountant for professional advice.

Data Protection

We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- updating and enhancing client records
- analysis to help us manage our practice
- statutory returns
- legal and regulatory compliance.

Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you.

Auditing and Vetting of Files

External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files but if you do not want your file to be viewed by external auditors, please let us know.

Outsourcing of Work

Sometimes we ask other companies or people to do work on our files to ensure that the work is done promptly. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

Equality and Diversity

JB Leitch Real Estate Ltd is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

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.

Insurance Mediation

We are not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so that we may 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 via the Financial Services website at www.fsa.gov.uk/register.

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society and the Legal Ombudsman deals with complaints against lawyers. If you are unhappy with the insurance advice you receive from us, you should raise your concerns with either of those bodies.

Payment of Interest

Any money received on your behalf will be held in our client account(s) with either NatWest Bank or Bank of Scotland. We endeavour to remit funds due to you upon clearance. However, in the instance funds are retained for a longer period, interest will be calculated and paid to you at the rate for that account set by NatWest Bank, which may change from time to time. A de minimis of £20.00 applies before such calculation and payment will be made. The period for which interest will be paid normally runs from the date(s) when funds are received by us until the date(s) a cheque(s) or bank transfer is sent to you. Interest is not payable on funds held in client account and not due to you, for instance payments on account (unless refundable) and payments in respect of professional disbursement awaiting payment out.

Banking Crisis

With regard to the current economic climate, it is unlikely that this firm would be held liable for losses resulting from a banking failure. Any monies held on your behalf will be held with NatWest Bank or Bank of Scotland. The Financial Services Compensation Scheme (FSCS) has a limit of £85,000, which applies to an individual and so if you hold other personal monies in the same bank that we use, the limit remains £85,000 in total. NatWest Bank and Bank of Scotland trade under several different brands and you may wish to check whether any institutions you hold money with is part of the NatWest or HBOS group. In the event of a bank failure, your agreement to these Terms will be taken as your consent for us to release your details to the FSCS so that they can deal with any compensation claim.

Professional Indemnity Insurance

We have Professional Indemnity Insurance in place with a regulated Insurance Company and details are available upon request.

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.

We may decide to stop acting for you only with good reason, for example, if you cannot give clear, prompt or proper instructions on how we are to proceed. Also, we reserve the right to cease acting if you do not pay an interim bill or comply with our request for a payment on account. We must give you reasonable notice that we will stop acting for you.

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

Storage of Papers and Documents

After completing the work, we are entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. We will keep our file of papers (except for any of your papers which you ask to be returned to you) for no more than 6 years. We keep the file on the understanding that we have the authority to destroy it 6 years after the date of the final bill we send you for this matter. We will not destroy documents you ask us to deposit in safe custody.

After the 6 year deadline, we accept no liability for loss or damages caused to you by the destruction of files and papers that you subsequently request from us and which you have not requested to be deposited in safe custody.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent producing stored papers or documents to you or another at your request. We may also charge for reading correspondence or other work necessary to comply with the instructions given by you or on your behalf.

Severability

The foregoing paragraphs and sub paragraphs of these Terms of Business shall be read and construed independently of each other. Should any part of these Terms or its paragraphs and sub-paragraphs be found to be invalid it shall not affect the remaining paragraphs and sub-paragraphs.

Distance Selling Regulations

If you are an individual and we have not met with you, the Consumer Protection (Distance Selling) Regulations 2000 apply to this work.

Once we have started work on your file, you may be charged if you then cancel your instructions.

Agreement

Your continuing instructions in this matter will amount to your acceptance of these Terms.

This is an important document that we may refer back to in the future: please keep your copy in a safe place for future reference.