



Clay Lane Legal Ltd- Terms and Conditions of Business

1. Introduction

These terms and conditions form the basis of the contract between you (client, you) and Clay Lane Legal Ltd (we, us, the firm). This document sets out the terms and conditions under which we will act when you instruct Clay Lane Legal Ltd.

No variation to these terms and conditions will be binding unless stated in writing.

Where we are instructed by more than one person each of those is jointly and severally for these conditions.

2. Service Standards

You can expect from us the following level of service:

- a) We will provide you with legal advice specific to your matter.
- b) We will update you with the average timescales in your matter.
- c) We will keep you informed of any updates and progress.
- d) Should the circumstances change, we will inform you immediately.

To adhere to these standards of service we expect you to provide:

- a) You will provide clear and timely instructions.
- b) You will provide the correct information and documents promptly.
- c) You will confirm have the correct legal standing and ability to provide instructions.
- d) You will not mislead us.
- e) You will not ask us to work in an improper or unreasonable manner.
- f) You will notify us of any change in your circumstances or details.

3. Hours of Business

Our usual office hours are 9am to 5pm (except Bank Holidays).

Telephone messages may be left outside of these hours. Communications may be received from our Lawyers out of these hours. Any communications received from you

outside of these hours will not be replied to until within working hours. Any alternative will be approved and authorised by the Directors and at their discretion.

If essential, appointments may be made outside of these hours but at the discretion of the Directors.

4. Communications

Communications will usually be via telephone.

Should we need to meet with you or discuss matters an appointment will be required.

We are happy to communicate electronically via email or through the Clay Lane app. We have taken specific risks to ensure the security of our electronic means of communicating. However, we recognise and you acknowledge that conventional email poses security risks. We cannot guarantee that it is a secure form of communication. If you do not wish to communicate via email or wish to use an alternative secure method, please inform us immediately.

We do not accept any responsibility or liability for any loss or damage caused by or as a resulting use of email or other electronic forms of communication. Clients or other parties wishing to share information with us using third party online storage and services do so at their own risk.

5. Professional Regulation

We are authorised and regulated by the Solicitors Regulation Authority (SRA 8011937) and observe the standards and regulations set by the regulator. You may find these at www.sra.org.uk

6. Our Fees

Our fees may be charged in two different ways. We may charge via a fixed fee which is set out in your initial retainer.

Alternatively, we may act for you and charge you on a time spent basis, an hourly rate. You will be provided with an estimate of the time expected to bring your matter to an end. This is subject to change throughout the matter. This includes charging for any work carried out including meetings with you and others on your behalf. The research, preparing of documents, travelling, letters, emails and telephone calls. These charges are issued in units one tenth of the hourly rate.

Below we set out the hourly rates of each member of staff.

Director/Solicitor with 8 years or more experience £225 per hour plus VAT (£45) = £270

Lawyers with 8 years or more experience £200 per hour plus VAT (£40) = £240

Other lawyers, solicitors, legal executives, paralegals with over 4 years' experience £185 per hour plus VAT (£37) = £222

Trainee solicitors and paralegals with less than 4 years' experience £150 per hour plus VAT (£30) = £180

These rates are reviewed regularly. You will be advised of any increases during your matter.

7. Costs and Disbursements

Your retainer sets out the way in which you will be charged. We will request 30% of the costs upfront before proceeding with your matter. This is known as monies held on account and is held in a separate client account.

Your matter may incur third party charges which are known as disbursements. This is a charge which is paid to a third party inclusive of VAT. We requested that these disbursements be paid upfront in order that we can progress your matter more time effectively. We are not obliged to make any payment on your behalf, nor incur any liability, until you have provided the money to cover it.

8. Billing

It will be usual for us to raise an invoice for the work carried out by us at the end of your matter. Should your matter be long winded or more complex than initially believed to have been we will issue interim invoices.

Should your case be aborted for a personal reason or due to circumstances beyond your control you will be charged for the work incurred by us up to the date the case is aborted. This will be in line with our set hourly fees or alternatively we retain the right to charge up to 50% of a fixed fee, as set out in your retainer.

If we are instructed by more than one person all persons involved are jointly and severally responsible for payment of the charges.

Payment is due to us within 21 days of the invoice being raised. Should payment not be received within this time frame we reserve the right to charge additional daily interest in accordance with the Bank of England interest rate at that time. Should we be required to send you reminders for payment we reserve the right to charge an additional £25 per reminder letter and/or email.

We are able to deduct our charges from any monies held on your behalf and received from a third party i.e property sale proceeds.

We are entitled to retain any file, papers, property or documents which we obtained or produced during your instructions to us until such payment in full is received. This is

known as a general lien. We are entitled to hold property even if the property value is more than the outstanding fees.

We do not accept third party payments of the invoice addressed to our clients.

You are entitled to make a complaint regarding your invoice. Any complaints should be directed to the Legal Ombudsman. www.legalombudsman.org.uk

We are required to add VAT to our invoices. VAT is applied at the rate in force at the time to fixed prices, estimates and bills. VAT may also, be added to third party expenses. Our VAT registration number is 506388579.

9. Payment

You may make payments of monies to us in various ways as set out below:

Cash; we only accept cash payments up to the sum of £500 within a 14-day period. Should you attempt to place cash within our banks we reserve the right to charge you for any checks that we may go on to conduct.

Debit Card: There are no charges for the use of a debit card.

Credit Card: We do not accept payment by credit card.

Third party payment: We do not accept payment from a third party to your matter.

Bank Transfers: We accept the majority of payments via bank transfer.

Online payments: We accept online payments via our live portal.

Should we provide payments of money to you we will likely use a bank transfer, CHAPS or BACS. You will be charged for a same day transfer £30 plus VAT (6) = £36

10. Client Monies Held

We will ask you to pay monies to us at the outset of your matter and case dependent throughout the matter. These monies are reflective of monies on account, expenses, disbursements and completion monies.

Unless otherwise agreed we hold monies on your behalf with HSBC UK Bank Plc, a UK bank which is regulated by the Financial Conduct Authority (FCA). We are not liable for any loss incurred whilst our bank holds your money, you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). UK banks usually protect £85,000. Please be aware that if you bank with HSBC any monies held, and loss may be included in this amount.

Should there be a banking failure you consent, unless you set out in writing your refusal, to any of your private and personal details being passed to FSCS. Please note with

holding any information may forego your rights to any claims for compensation under the FSCS scheme.

Any monies paid to us are held at your risk until we have applied an invoice in respect of costs, expenses, disbursements and VAT.

Situations may arise where we are able to return monies to you, such as our professional charges being invoiced less than the monies on account provided. We consider the administrative charges to return monies to you. Therefore, by accepting these terms of business you agree that any residual balance less than £30 will automatically be paid to our chosen charity without further notice or referral to you.

We will hold monies on your behalf which may attract interest. The interest is applied by our business bank's client account and not reflective of the account with the highest interest rate. You will be notified of any interest accrued and how it will be returned to you. Unless the following exemptions apply:

- When the amount of interest calculated is less than £100
- When the money has been held for less than 4 weeks
- When the money is held for a payment of a disbursement
- When the money is held as part of trust advance money

11. Identification

As a Solicitors Firm the law states we must obtain satisfactory identification of all clients and sometimes people associated with them. This applies to every client and relates to every matter that we work on for you.

In most cases, we can obtain evidence of your identity by using our electronic onboarding processes. The fees for this is £30 plus VAT (totalling £36).

If alternatively agreed, we will require a form of identification evidencing your photograph and evidence of your address no older than 3 months old. The types of identification are set out in a prescribed list. Please request a copy of the list should you require guidance.

We are required to retain the details and identification evidence for 5 years. We must produce this should the police request it. We will be obliged to make National Crime Agency in any circumstances where we believe any persons may be involved in money laundering or terrorist activities. You will not be informed of the report, and we will no longer be able to act for you. We are not liable for any loss suffered by us making said report.

12. Cancellation

The retainer, the formal contract between you and Clay Lane Legal Ltd may be cancelled either by you or by us but must have sufficient reason to do so.

You have certain cancellation rights if you were not seen at our office. The rights under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply, allowing a period of 14 days from which you can cancel the retainer without any reason. To exercise this right, you must do so in writing. Should you cancel within the 14 days we will reimburse all costs to you.

You may cancel your instructions with us at any time. You must do so in writing. You will be invoiced in accordance with our abortive invoice charges terms of business. We will retain your papers in accordance with our right of general lien.

We may decide to stop working for you for a good reason, such as you have acted in an aggressive and/or abusive manner, a breakdown in our working relationship or we believe that you have misled us. We will give you reasonable notice that we will no longer act for you.

We have a right to cancel the retainer with immediate notice if it becomes apparent that a conflict of interest arises. This is a conflict with our interests or with another client of ours. We will terminate the retainer immediately if there is significant risk that your instructions may conflict with our professional duties and responsibilities.

13.Data protection

We will collect personal information whilst acting for you. The information is collected whilst we provide you with legal services. This information is held securely by us on our files, software and databases.

We have a duty of confidentiality, as do each of our staff members. We use and store your information in accordance with the duty of confidentiality and our legal responsibilities. We refer you to our privacy policy which is provided at the point of the retainer (when you enter into the contract with us) and on our website.

We may share your personal information with third parties but only if it is necessary during the transition of your matter i.e with the courts or mortgage companies. Alternatively, if we must act on any suspicions in line with our professional duties we will be obliged to share your personal information. Please contact us directly should you require further details info@claylanelegal.co.uk

As a legal firm we are subject to various audits. A third party may review your file from time to time for the purposes of quality checking. Should you object to your file being part of any audit please confirm the same in writing.

We will continue to use your personal information for marketing purposes. You may opt out of this service by informing us in writing.

When engaging our services you accept that we use AI in some of our business processes to make us work more efficiently. AI does not make decisions, and all legal decisions and documents are controlled by humans.

14. Storage of Documents

Clay Lane Legal Ltd are a paper light firm. Once your matter is completed your file of papers will be destroyed and an electronic file will be retained. All original documents will be returned to you for safe keeping.

We will retain the electronic files for the prescribed time period as set out below, following which it will be destroyed:

Residential property: sale files are retained for 6 years, and purchase files are retained for 15 years.

Wills/Codicils/Powers of Attorney: 6 years after the testator has died.

Probate files: 6 years after the estate has been wound up.

Trust: 6 years after the last action of the trust or 6 years from when the minor reaches 18.

We will not destroy original documents which you specifically request that we hold on your behalf.

We reserve the right to retain any original documents that we consider are legally privileged.

We reserve the right to make a reasonable charge for the retrieval of any documents that are stored by us.

15. Professional Indemnity Insurance

In accordance with the disclosure requirements of the Provision of Services Regulations 2009 our professional insurance is covered by Hadron UK Insurance Company Limited of One Fleet Place, London EC4M 7WS.

16. Complaints

We are committed to providing a high-quality legal advice service. Should you be unhappy with any aspect of the service you must first raise it with the person who has conduct of your matter.

If you remained unsatisfied, please make contact in writing to angela@claylanelegal.co.uk, 57 Market Street, Clay Cross, Chesterfield, S45 9JQ.

You will not be charged for the handling of your complaint.

You have access to our complaint's procedure on www.claylanelegal.co.uk. You will be provided with a copy together with your retainer letter.

We have 8 weeks to investigate your complaint. Should you feel our final response is unsatisfactory you have 6 months to report to the legal ombudsman. You must meet their 3-point criteria:

1. When you found out about the problem it was after 05.10.2010.
2. It is within one year of the problem happening or one year from when you realised the problem.
3. You are referring to the ombudsman within 6 months of our conclusion of the complaint.

Information relating to the legal Ombudsman can be found at www.legalombudsman.org.uk

If you are unhappy with our behaviour such as we have treated you unfairly, discriminatory or lost your money. You may raise concerns with our regulator Solicitors Regulation Authority. www.solicitorsregulationauthority.org.uk