

# **RANGE SOLICITORS**

## **INTRODUCTION**

This page explains the basis on which we will carry out the work necessary in this matter and our terms and conditions of business. Please read carefully and contact us if you disagree with anything or are uncertain about anything contained within this document

## **CONDUCT STANDARDS**

This firm is authorised and regulated by the Solicitors Regulation Authority (SRA). Under their regulations it is appropriate for us to inform you at the outset of important matters such as the standard terms upon which we will work, what work will be undertaken for you, who will do that work and what the costs will be. A copy of the SRA Handbook is available on their website at [www.sra.org.uk/solicitors/handbook](http://www.sra.org.uk/solicitors/handbook).

Please note also that the firm is accredited as part of the Law Society's Conveyancing Quality Scheme. The enclosed copy of the Client Charter sets out a brief explanation of the Scheme and a summary of the standard of service you can expect the firm to provide. The Scheme is designed to improve transparency of transactions, raise service levels and provide better communication and a more efficient process. To achieve this we need your authority to enable us to share information with other parties involved in this transaction and any related chain of transactions. By signing and returning a copy of this letter you will be confirming that we have your authority to provide information to other parties in accordance with the Law Society's Conveyancing Protocol. If you do not wish us to do so, please delete the authority at the end of the letter when you sign and return the copy to us.

## **BUSINESS TERMS**

It is our normal practice to ask clients to make payments on account of anticipated costs and disbursements. It is helpful if you can meet requests promptly and if there is any difficulty, please let us know as soon as possible.

As previously mentioned we shall deliver bills at regular intervals for the work carried out during the conduct of the case. This assists our cash flow and enables you to budget for costs. I am sure you understand that in the event of payment not being made we must reserve the right to decline to act any further and to charge you for the full amount of the work done up to that date. Accounts for disbursements incurred or to be incurred should be settled immediately. Accounts in respect of our fees should be settled immediately. Accounts in respect of our fees should be settled within 30 days of the delivery of the bill. Interest will be charged on bills that are not paid within that time at the existing Court Judgment Rate or 3% over the Base Rate of HSBC Bank whichever is the higher. Furthermore, we retain a lien over all papers held for and on your behalf and entitled to exercise that lien against any outstanding bills for work done on your behalf.

During the course of business, it is usual to communicate on the file with your financial advisor/estate agent or lenders. If you do not require communicating or passing information on your file to the estate agent/financial advisor or lenders, then please let us know. Please note that while acting for you we will also be acting for the lenders.

## **RESPONSIBILITY FOR WORK**

You will be informed of the identity of the person with overall responsibility for your matter in the attached client care letter. You will also be advised of the name and status of the person responsible for the day to day conduct of your matter. That person may change from time to time, although we shall endeavour to keep changes to a minimum and will inform you of any changes at the earliest known opportunity.

In order to provide a cost-efficient service to you, we shall endeavour to utilise the most cost efficient personnel, including paralegals, and trainees as appropriate.

### **IF YOU ARE DISSATISFIED**

The firm's aim is to offer an efficient service. If during the conduct of your case, you become dissatisfied with any aspect of the service offered please do not hesitate to raise your concern at the first instance with the fee earner.

You can raise your concern or complaint either in writing or telephone or by making an appointment to see the fee earner, who will attend to the complaint. If you are still dissatisfied with the service offered, then please contact the complaints Team.

Should you be concerned or dissatisfied with the service offered by this firm or have any other ground for complaint then we will investigate the complaint as soon as possible and extend to you the benefit of the firm's internal complaints procedure. If at the end of the investigation of your complaint you remain dissatisfied, you are entitled to refer the matter to the Office for the Supervision of Solicitors.

### **AUTHORISATION**

May we take this opportunity to inform you that this firm is not authorised by the Financial Conduct Authority. However, our firm is included on the Exempt Professional Firms 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 is part of our business, including arrangements for complaints or redress if something goes wrong and is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Services Authority website at [www.fca.gov.uk/register](http://www.fca.gov.uk/register)

We do not generally sell or advise on insurance policies except those that are required in relation to our conveyancing practices. If we are requested to recommend an insurer, we will advise the client about the range of legal indemnity insurers we have checked before recommending a particular policy and, if it is not on a fair market analysis, we will explain the basis upon which the recommendation has been made and will check the suitability of any such policy. If we are requested to assist in the arranging of any insurance on behalf of a client, we will inform the client of all necessary information by means of a written 'demand and needs statement'.

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. The Legal Ombudsman is the independent complaints-handling arm of the Law Society. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of those bodies

### **BANKING CRISIS**

We are required by the law Society to inform you the details of general client account in which the monies are held of the multiple clients and separate ledger is maintained for each client. This information has become essential because of banking crisis to mitigate any risk of liability, monies held in general client account.

The monies received during your transaction from you, your lenders, third parties, sale proceeds or re mortgage monies or any monies received on your behalf are held in our general client account with HSBC Manchester.

The Financial Services Compensation Scheme (FSCS) has introduced scheme which covers client money like other banking deposits. Therefore, the scheme covers deposits belonging to clients who are individuals or small businesses up to £85,000, per client, per authorised deposit-taking institution.

If the bank collapses, then with your consent we will inform the FSCS and they will contact you directly. The limit of £85,000.00 applies to individual client and if you hold other personal monies in the bank same as of our client account, the limit remains £85,000.00 in total. Please note that FSCS will ask for

certain information to identify clients and amount to process the claim if you consent us to make a claim.

It is highly unlikely that we will be held liable for the losses from a banking failure and are undertakings and acceptance of instructions does not cover any losses from a banking failure and we will not be responsible for such losses or any loss occurred directly or incidentally due to bank failure.

We would advise you to contact your bank the Financial Conduct Authority (FCA) or a financial advisor for more information as some deposit taking institutions have several brands i.e. trading under different names.

### **COMPLAINT ABOUT THE BILL OF COSTS & SERVICES**

This firm aims to offer an excellent level of service to its clients. If during the conduct of the transaction you become dissatisfied with any aspect of the service provided, please do not hesitate to raise your concerns in the first instance with the fee earner responsible for your claim. You may also raise any concerns with the Principal Mr Mirza Irfan Baig.

Please also note that the firm has a formal complaints procedure, a copy of which is available on request.

You can also complain about the firm's bill including other things. You also have the right to object to the bill by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974. Please also note that if all or part of a bill remains unpaid the firm may be entitled to charge interest.

Range Solicitors is committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about the bill, please contact Mirza Irfan Baig on 0161 226 6892 and Mbaig@rangesolicitors.co.uk or by post to our office 117A Withington Road, Manchester, M16 8EE. We have a procedure in place which details how we handle complaints which is available at written request. 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 can ask the Legal Ombudsman at

**Legal Ombudsman**

**PO Box 6806**

**Wolverhampton**

**WV1 9WJ,**

**Ph: 0300 555 0333**

**Email: [enquiries@legalombudsman.org.uk](mailto: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 six years of the act or omission about which you are complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it).

We will also liaise with you as to whether our charges and expenses and your liability for another party's charges and expenses may be covered by an existing contract of insurance, and, if not, what other methods of financing those costs might be available to you including private funding options, community legal service funding and whether it would be advisable for you to take out legal expenses insurance to meet the other party's charges and expenses.

Note that if all or part of the bill remains unpaid the firm may be entitled to charge interest at the base rate of HSBC Bank.

### **COMPLIANCE OFFICE FOR LEGAL PRACTICE (COLP)**

If you have any concerns about the way your case is handled or any matters concerning the firm or any suggestions on how we can improve our service to you please contact our Compliance Officer for Legal Practice, Mr. Mirza Irfan Baig, who is authorised by the Solicitors Regulation Authority.

## **EQUALITY AND DIVERSITY**

We are committed to promoting Equality and Diversity in all our dealings with clients, third parties and employees and are required to produce a written Equality and Diversity Policy which we are able to provide you at request.

## **PROVISIONS OF SERVICE REGULATION 2009**

In the interests of our clients, we maintain compulsory professional indemnity insurance to a total level of 2 million pounds.

The full details of our Professional Indemnity Insurance are displayed in our office, but if you would like to have those details sent to you, please let us know.

## **TERMINATION**

You may terminate your instructions to us in writing at anytime 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 with good reason, for example, if you do not pay an interim bill, comply with payment on account, fail to provide prompt instructions or otherwise impair our ability to progress your matter and if for any reason the insurance company who issued your legal expenses insurance policy refuse to make payment for our costs, we would have to look to you for payment. If this occurs then you will be responsible for paying our hourly charges as set out below. Routine letters and telephone calls will be charged as units of 1/10th of an hour. Other letters and telephone calls will be charged on a time basis. The following charges are exclusive of VAT.

1. Grade A Solicitors	£201.00
2. Grade B Solicitors	£177.00
3. Grade C Solicitors	£146.00
4. Grade D Solicitors	£111.00

We do not wish to alarm you by the contents of the above paragraphs. If in the event any problems arise, and it appears that indemnity for your legal costs is likely to be withdrawn, we will give you the opportunity to terminate your instructions before any further costs liability is incurred.

## **NORMAL OFFICE HOURS & APPOINTMENTS**

Our usual office hours are 9.00am to 5.00pm each weekday. Appointments may be made outside these hours subject to a fee based on the above hourly rates. Should you fail to keep an appointment without notifying us beforehand then we reserve the right to charge a fee for the missed appointment to be calculated as above.

## **MONEY LAUNDERING**

Under various UK and European enactments, we are required to assist the authorities in eradicating the laundering of the proceeds of serious crime and tax evasion ("Money Laundering"). We may need to ask you questions about the source of any monies provided by you to fund a particular transaction or how a particular business, trust, or company, which we are asked to advise, is operated or funded. We may also be required to report to the relevant authorities, suspicions which we may have that a transaction or matter in which we are asked to become, or are, involved in is being used to facilitate money laundering, or if we suspect that a client or anyone else is involved in money laundering. If we make a report, we shall not be deemed to be in breach of any duty of confidentiality to you. By you instructing us, you expressly authorise us to notify any relevant authorities if we have reason to suspect that money laundering is taking place and to provide details of any relevant transaction or matter. In the event that we make a report to the relevant authorities we shall be under no obligation to advise you that such a report has been made. Indeed, by doing so we may incur criminal liability.

## **YOUR IDENTIFICATION**

The law (and in particular the Money Laundering Regulations) now requires us, as well as banks, building societies and others, to obtain and verify satisfactory evidence of identity of their clients and other persons (if any) having an interest in the property ("beneficial owners"). This is because we deal

with money and property on behalf of our clients, which could be used by criminals wishing to launder money.

1. In order to comply with the law, we need to obtain and verify evidence of your identity (and if appropriate, the identity of beneficial owners) at the outset. Accordingly, please provide us with documents to verify your identity and address, as set out on the attached Client Identity sheet. If you are unable to do so please telephone me to arrange for certain electronic checks to be made which will appear on your bill as an additional expense.

Please do not send us any funds until the identification procedures have been carried out.

If you are not able to come to a meeting here with the above documents, you should please send three original documents, for example, a utility bill and a council tax bill/mortgage or bank statement. However, please note that valuable items such as passports and driving licences if being sent through the post should be sent by special delivery or some other secure method.

In the case of a corporate client we will carry out a company search the cost of which will be payable by you at the cost to us of obtaining the search. In addition, we are required to obtain the same checks as for a private client in relation to one of the directors or the shareholders who is instructing us or who is active in the management or control of the company.

2. At the start of any matter we will normally ask you to tell us the source of any funds you will be using. It is simplest for us if the source is an account, in your name, in a UK bank or building society. If the source is an unusual one such as an account in another country or in the name of someone other than you, please tell us as early as possible including the reason so that this can be appropriately noted.

3. We are normally only able to accept cash up to a limit of £500.00 in any 28 days' period.

4. Where we are to pay money out to you we will normally do so by cheque in your favour or by payment to an account in your name. We are unwilling to send money to unknown third parties even upon your instructions to do so. If you do want us to pay surplus money out into the name of someone other than yourself, please tell us as early as possible, including the reason.

5. We are also obliged to report information to the authorities (which includes the National Crime Agency) in certain circumstances. In particular, if it seems that any assets involved in your matter were derived from a crime we may have to report it. This can include even small amounts of money, and covers all offences, including for example tax evasion and benefit fraud. If we have to make a report, we may not be able to tell you that we have done so.

Unless you are an existing client of the firm, we are obliged by the Government to deal with evidence of your identity and address. In order to deal with this aspect, we need to see your passport. If you do not hold a passport, then we need to see evidence in the form set out in the above list. Under the present procedures laid down, we cannot open a file until we have this evidence. Please send us either the original document that we can copy and return to you or a copy.

## **CASH**

Please note that we are normally only able to accept cash up to a limit of £500 in any 28 day period.

## **COMMENCING WORK**

In order to commence work on your matter, I would be grateful if you could forward to me the following as soon as possible:-

- A signed and dated copy of the Confirmation of Instructions form;
- Identification documents (as mentioned above);
- A cheque of non-refundable fee of £300.00. This money on account shall be placed in your client account in order to commence the necessary work.

## **CONFIDENTIALITY**

Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to a statutory exception.

Legislation on money laundering and terrorist financing places solicitors under a legal duty in certain circumstances to disclose information to the Serious Organised Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering the solicitor may be required by law to make a money laundering disclosure. If that happens, we may not be able to inform you that a disclosure has been made or of the reasons for it because the law prevents "tipping off".

## **DATA PROTECTION**

We need to hold certain personal information. Except to the extent that we are required or permitted by law, any personal information which we collect will be used solely for the purpose of conducting this matter and we will not hold it for any longer than is necessary

## **INTEREST POLICY**

If we hold your money on account, then we will pay interest on that amount of money according to the guidelines laid down by the Solicitors Regulation Authority. Any interest on costs received by Range Solicitors will belong to Range Solicitors.

If we hold money on your behalf, in accordance with the Solicitors Accounts Rules 2011, it is our policy that we will pay you a sum of money in lieu of interest on a fair and reasonable basis.

Client monies will normally be held by us in a general client account with our primary banker, HSBC Bank.

A sum in lieu of interest will be payable on amounts held in our general client account on the following basis:

- Interest will be paid at the conclusion of your matter;
- The period for which interest will be paid normally runs from the date the funds are received by us cleared in our account until, where paid electronically, the date when the funds are sent or, where paid by cheque, the date(s) on the cheque(s) issued to you;
- The rate of interest paid to clients will be in line with HSBC bank's published interest rates on Client Deposit Accounts over the period when interest is due;
- All interest that is paid to you will be paid as a gross amount;
- We will not account to you for any interest in the following situations:
  - a. On money held for the payment of a professional disbursement if the person to whom the money is owed has requested a delay in settlement;
  - b. On money held for the Legal Aid Agency;
  - c. On money on an advance to us to fund a payment on your behalf in excess of funds already held for you;
  - d. where the total amount of interest calculated over the course of the matter is £20 or less;
  - e. Otherwise, where there is an agreement to contract out of the provisions of this policy.

If it is apparent that money held on your behalf will need to be retained for some time then such money may need to be placed in a designated deposit account in which case all of the interest accruing while the funds are so invested will be paid to you when the account is closed or on intermittent basis as agreed with you

## **INCIDENTAL INVESTMENT BUSINESS**

We are not authorised under the Financial Services and Markets Act 2000 but we are able, in certain circumstances, to offer a limited range of investment services to clients because we are members of

the Solicitors Regulation Authority. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.

If you have any problem with the service we have provided for you then please let us know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us to resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us, then we are regulated by the Solicitors Regulation Authority and complaints and redress mechanisms are provided through the Solicitors Regulation Authority and the Legal Ombudsman.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is an independent, consumer Elited ombudsman scheme set up to resolve complaints about lawyers.

### **INSURANCE MEDIATION – PRESCRIBED WORDING**

This firm is not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services 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 via the Financial Services Authority website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register)".

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is an independent, consumer Elited ombudsman scheme set up to resolve complaints about lawyers.

### **STORAGE OF PAPERS AND DEEDS**

After completing your matter, we are entitled to keep all your papers and documents while money is owing to us. We will keep your file of papers (except for any of your papers which you ask to be returned to you) for no more than 2 years and on the understanding that we have your authority to destroy the file 6 years after sending you our final bill. We will not destroy documents you ask us to deposit in safe custody.

We do not normally make a charge for retrieving stored papers or deeds in response to continuing or new instructions to act for you. However, we reserve the right to make a charge based on the time we spend on reading papers, writing letters or other work necessary to comply with the instructions.

### **NEXT STEPS**

Your continuing instructions will amount to your acceptance of these terms and conditions of business.

We hope that this page has addressed your immediate queries about the day-to-day handling of your work and our terms and conditions of business.

However, should you have any queries, please do not hesitate to contact us on the telephone number below.

### **Range Solicitors**

**117A Withington Road, Whalley Range, Manchester, M16 8EE - SRA No. 565537**

**Tel: 0161 226 6892, Mob: 07737 162669, Fax: 0161 226 2196**