

OUR STANDARD TERMS & CONDITIONS FOR PROPERTY TRANSACTIONS

1. INTRODUCTION

As a firm of Solicitors all the work we do for you is governed by these terms of business and any relevant letter of engagement ('Terms'). The letter of engagement contains details specific to the matter. In the event of any conflict between this document and the relevant letter of engagement the letter of engagement shall prevail.

Professional rules of conduct for lawyers require us to make clients aware of various matters from the outset of a retainer. The purpose of this document is to provide you with a formal statement setting out these matters. We urge you to read this document and if you have any queries, you should not hesitate to contact either the person dealing with your file or the Managing Partner, Simon Stell, for clarification.

2. DEFINITION/INTERPRETATION

LCF Residential is a trading name of LCF Residential Limited, registered number 5894316.

Any reference in this document to 'Partner' shall be a reference to a 'Director' of LCF Residential Limited and the word 'Firm' to refer to LCF Residential. A list of the Directors is available for inspection at the registered office.

Reference may be made during the conduct of your matter to the term 'lawyer'. The word 'lawyer' is used loosely to refer to a broad variety of law-trained persons. It includes practitioners such as 'barristers', 'solicitors', 'legal executives', 'licensed conveyancers', 'trainees' and 'para legals'.

In these terms of business 'we' or 'our' refers to LCF Residential and 'you', 'your' or 'the client' refers to the client named in the letter of engagement.

3. OFFICE DETAILS AND HOURS OF BUSINESS

The offices of LCF Residential ('LCF') are located at:

- 33 Park Place, Leeds, LS1 2RY Tel: 0113 244 0876 Fax: 01274 390644
- One St James Business Park, New Augustus Street, Bradford BD1 5LL Tel: 01274 848800 Fax: 01274 390644
- The Exchange, Station Parade, Harrogate, HG1 1TS Tel: 01423 502211 Fax: 01274 390644
- 2 The Wells Walk, Ilkley LS29 9LH Tel: 01943 601020 Fax: 01943 816372

The Registered Office address is One St James Business Park, New Augustus Street, Bradford BD1 5LL

The normal hours of opening are between 8.30 am and 5 pm on weekdays. Appointments can be arranged outside these hours.

4. SOLICITORS REGULATION AUTHORITY

LCF is authorised and regulated by the Solicitors Regulation Authority whose contact details are shown below:

Solicitors Regulation Authority

The Cube

199 Wharfside Street

Birmingham B1 1RN

Phone: 0870 606 2555 inside the UK

Opening hours

08.00 to 18.00 Monday, Wednesday, Thursday, Friday

09.30 to 18.00 Tuesday

Website: www.sra.org.uk

5. EQUALITY & DIVERSITY

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees, and are required to have a written equality and diversity policy. Please contact the firm's Managing Partner if you would like us to send you a copy of our policy.

6. CONDUCT OF WORK

The person with conduct of your work and their status is set out in LCF's terms of engagement letter, together with the name of their supervisor who has overall responsibility for the conduct of your matter. Other lawyers within their department or within the firm may, from time to time, assist that person as circumstances dictate and a summary of their relevant expense rates will be supplied upon request by telephone or email to our Managing Partner (ssstell@lcf.co.uk).

We will endeavour to avoid changing the people handling your work. However, if this cannot be avoided, we will inform you of the new person dealing with your matter and why the change was necessary.

7. COMMUNICATIONS

We will communicate with you as to the progress of your matter at regular intervals during the course of our instructions via letter, fax, text, telephone and email. The firm is staffed with experienced legal secretaries and administration assistants. In the event that a particular lawyer is not available, his/her secretary will assist.

Please let LCF know your preferred method of communication. Unless otherwise agreed LCF will use such methods as it considers appropriate.

All email messages sent to LCF will arrive in the mailbox of the person to whom they are addressed. LCF shall not be required to encrypt or password protect any email or attachment. LCF shall not be responsible for any loss or damage arising from any unauthorised interception, redirection, copying or reading of emails or attachments.

8. CONFIDENTIALITY

8.1 Statutory Bodies

We will keep your affairs confidential and we will not disclose information to anyone outside LCF without your consent. However, please be aware that we may be required to disclose confidential information in certain circumstances (such as legal and regulatory compliance). This includes disclosing information about the transaction in which you are involved to our bankers or regulators.

Please also note that there are reporting requirements in relation to money laundering which override our duty of confidentiality to you.

8.2 Third Parties

During the course of LCF's work for you it may be necessary from time to time to discuss your transaction with third parties such as estate agents, or mortgage lenders in property transactions, or experts or counsel in transactions involving the courts. This also includes disclosing information about the transaction in which you are involved to our Bankers or Regulators. As a formality we require your consent to such communications and have included such consent in the Confirmation & Consent to Act Form. We will only disclose information which we consider necessary to further progress your transaction.

8.3 Mortgage Lenders

If we are acting on your behalf in relation to a purchase or Remortgage of property which is being completed in conjunction with mortgage finance we have a duty to the lender to keep them advised as to details of the transaction including sources of any deposit, discounts, incentives, price variations and price changes etc. These duties and obligations are usually detailed in the mortgage offer. Your signature on the Confirmation & Consent to Act Form and agreement to these Terms and Conditions is confirmation of your authority to us to make such disclosures as we consider appropriate in order to comply with our obligations to the mortgage lender.

9. DATA PROTECTION

We use your personal data primarily to provide legal services to you, but also for related purposes:

- conducting checks to identify you, verify your identity and screen for financial or other sanctions
- gathering and providing information required by or relating to audits, enquiries and investigations by regulatory bodies
- complying with professional, legal and regulatory obligations that apply to our business
- ensuring business policies are adhered to, e.g. policies covering security and internet use

- operational reasons, such as improving efficiency, training and quality control
- ensuring the confidentiality of commercially sensitive information
- statistical analysis to help us manage our practice e.g. in relation to our financial performance, client base, work type or other efficiency measures
- updating and enhancing client records
- preventing unauthorised access and modifications to systems
- preparing and filing statutory returns
- ensuring safe working practices, and monitoring and managing staff absences and staff access to systems and facilities
- staff administration and assessments, monitoring staff conduct, and disciplinary matters
- marketing our services
- credit reference checks via external credit reference agencies
- external audits and quality checks, e.g. for Lexcel accreditation

Our use of your personal data is subject to your instructions, the UK General Data Protection Regulation (UK GDPR), other relevant UK legislation and our professional duty of confidentiality.

LCF Residential is a data controller for the purpose of the UK GDPR and other relevant data protection legislation. Data Privacy Manager, Kate McFarlane, is the firm's representative for the purpose of the GDPR.

We take your privacy very seriously. Please read our Privacy Policy by visiting our website at - <https://lcfresidential.co.uk/company-legal-information/privacy-policy/>. It contains important information on:

- what personal data we collect about you and how that data is collected
- how, why and on what grounds we use your personal data
- who we share your personal data with
- where your personal data is held and how long it will be kept
- whether your personal data may be transferred out of the European Economic area and, if so, the measures taken to protect that data
- your rights in relation to the personal data we hold or use
- the steps we take to secure your personal data
- how to make a complaint in relation to our use of your personal data
- how to contact us with any queries or concerns in relation to your personal data

If you have any queries about the data we hold for you please contact us in writing addressed to the Firm's Data Privacy Manager, Kate McFarlane, or by email to kmcfarlane@lcf.co.uk.

10. **PROMOTIONAL COMMUNICATIONS**

We may use your personal data to send you updates (by email, text, telephone or post) about legal developments that might be of interest to you and/or information about our services, including exclusive offers, promotions or new services or products. You have the right to opt out of receiving promotional communications at any time, by:

- contacting the managing partner, Simon Stell, by post addressed to any of our offices or by email sstell@lcf.co.uk
- using the 'unsubscribe' link in emails or 'STOP' number in texts
- updating your marketing preferences by email to sstell@lcf.co.uk

11. **MONEY LAUNDERING**

LCF is bound by all legislation relating to money laundering, including the Proceeds of Crime Act 2002 and The Money Laundering, Terrorist Financing and Transfer of Funds (Information on Payer) Regulations 2017. All reports deemed necessary will be submitted to the relevant authorities. In accordance with the provisions of the relevant Act, LCF or any of its employees will under no circumstances confirm or deny to you whether such a report has been made.

We shall not be liable for any loss arising from or connected with our compliance with any statutory obligation or our reasonable belief which we may have as to necessary compliance.

In order to comply with the law on Money Laundering, all new clients of the firm will be subject to an identity check which will be made electronically and will be done in accordance with the provisions of the Data Protection Act 2018.

Throughout the course of any matter in which we are instructed by you ("the matter"), LCF will undertake on-going monitoring for PEP and sanction alerts for up to twelve months from date of initial instruction or until the matter is concluded whichever is the later. LCF reserves the right throughout our conduct of the matter to request from you further information or documentation to verify or clarify the validity or otherwise of any such alerts. Failure to produce the relevant information or documentation when requested may prevent LCF continuing to act in the matter.

Returning clients for whom we have previously obtained proof of identity will be asked to provide further evidence of their identity if the original evidence is more than three years old.

Agreeing to our terms of business and/or instructing us to act on your behalf you expressly consent to us keeping for more than five years personal data about you, such as client identification documents that are specifically provided to us by you and others for the purposes of complying with money laundering and terrorist financing legislation.

Your personal data will be destroyed when the file relating to your matter is destroyed (in accordance with our file retention periods), unless we need to keep the data for longer for the purposes of complying with money laundering and terrorist financing, or for the purposes of any court proceedings

12. **TIMESCALE**

We will provide you with timescale estimates at the outset and throughout the course of your matter. Your matter may be subject to delays caused by the court, mortgage lender, the other party or factors outside our control. Should this arise, we will inform you and explain the reason for any delay and give you a revised timescale estimate as soon as possible. If you are aware of the deadline or wish us to work to a particular timescale, then please confirm your instructions in writing. Please do not make arrangements based on our estimated timescale without checking with us whether it is sensible to do so.

13. **OUR CHARGES, EXPENSES AND ADMINISTRATIVE COSTS**

13.1 **Your liability**

Unless and until an alternative fee arrangement has been agreed and confirmed in writing by us you are liable to pay all sums due to this firm.

13.2 **Our Fees estimate**

A summary of our fees estimate for your matter is included with the Terms of Engagement letter enclosed with these Terms.

The fees estimated or the basis of charge may be varied in certain circumstances. In particular, a variation may occur if the value of a transaction or the nature of the work undertaken differs from that upon which the fee estimate is based or if the amount of time, work or skill required for the proper conduct of a transaction is significantly more than initially expected or if the matter requires expedition. We will advise you of any such variation at the appropriate time during the transaction or as soon as practical thereafter.

13.3 **How we calculate our fees & expenses**

13.3.1 **Expenses (sometimes called disbursements)**

The fee estimate will normally make reference to expenses ('disbursements') which LCF have to pay on your behalf during the course of your transaction. These may be significant expenses such as stamp duty, land registry fees, local and other search fees. It is not always possible for us to foresee at the outset, all expenses that may arise. We will endeavour to keep you advised during the course of the transaction of any additional necessary expenses. Our fee invoice or completion statement will show these items separately from any professional fees.

13.3.2 **Value Added Tax (VAT)**

We will add VAT at the current rate to all our charges. Our VAT No is GB 890 6635 91.

13.3.3 Funds Transfers and SDLT Administration Charges

In common with other law firms we make an administrative charge for submission of monies by telegraphic transfer (or funds transfers), BACS (Bank Automated Clearing System) and completion of the submission to the Inland Revenue of the Stamp Duty Land Tax forms (SDLT) together with the variable charge made by the Banks in respect of the transfer of funds direct from our client account (details are available upon request).

13.3.4 Certified Copies

If we are required or requested to provide a certified copy of any document e.g. Grant of Probate, Decree Absolute, Deed of Change of Name either during or after completion of the matter we may in our absolute discretion levy a charge payable by you of £5.00, plus vat for each document so certified.

13.4 Request for Payments on Account of Fees & Expenses

We may request you to provide payment on account in respect of fees or expenses either at the outset or during the course of a transaction. This is normal professional practice where certain expenses are incurred by LCF at the beginning of a transaction or where a matter is, or is likely to be, unusually lengthy.

13.5 Abortive Fees

If, for any reason, a transaction does not continue to completion then we reserve the right to make a charge for work done. Any such charge will normally represent the amount of work done by the lawyer either based upon the agreed basis of charge or as a proportion of the estimated fee relating to the amount of work done plus any expenses incurred. (See examples below)

We estimate that we will spend between three and five hours of chargeable time to progress the matter to the point where contracts are to be exchanged and the parties bound to completion of the transaction. In commercial property transactions this could be between three hours and fifteen hours of chargeable time depending on the complexity.

In residential property transactions we will charge based upon our hourly rate but the total charges will not exceed the percentages below if the transaction is aborted at the following rates:

After receipt of contract documentation	65% of the estimated fee
If the transaction is aborted prior to exchange of contracts where parties are virtually in a position to exchange and complete within a reasonable period of time thereafter	85% of the estimated fee

14. OUR INVOICES

14.1 Paying Invoices

Our invoices are payable fourteen (14) days after the date of the invoice, save in relation to property acquisitions, disposals and re-mortgages which proceed to completion where they are payable upon completion of the transaction. Expense invoices which are payable within 7 days after the date of invoice.

Should any one invoice remain outstanding for a period in excess of 28 days after the date of the invoice, all other invoices delivered to you and unpaid become payable immediately.

Our risk management procedures limit the amount the Firm will accept in cash (limit £500.00) against unpaid invoices. Payments to the firm should be by card payment, BACS or Telegraphic Transfer direct to the firm's client account details of which can be obtained on request.

14.2 Unpaid Invoices

14.2.1 Interest on Unpaid Invoices

We charge interest on unpaid invoices at the rate payable on judgment debts or 8% whichever is the greater from the date of delivery of an invoice in cases where payment is not made within one month of the date of the invoices.

14.2.2 Credit Checks

In the event of any invoice remaining outstanding for a period in excess of 32 days after the date of the invoice we shall in our absolute discretion be at liberty to undertake a credit check. Such credit check will only be undertaken where invoices remain unpaid as detailed above.

14.2.3 Once Unpaid – all invoices become due

If any invoice(s) is/are due for payment or overdue for payment and LCF is holding monies on behalf of the client, agreement to these terms and conditions is also authority to deduct from the monies held on behalf of the client any sums due to LCF in respect of costs, expenses, VAT and/or interest.

14.2.4 Unpaid invoice(s) – stopping work/termination or suspension of the retainer

In the event of any invoice(s) remaining unpaid for a period in excess of 14 days, or any request for monies on account of costs and expenses not being complied with, LCF in its absolute discretion may cease to act or suspend acting or undertaking further work until such invoice(s) and/or request for monies on account has/have been paid. If such retention or termination of the retainer or stopping work results in you failing to comply with obligations whether contractual or imposed by any court the responsibility for such failure is that of you not LCF. LCF will not be responsible for any consequence that results from delay where this is caused by your failure to pay invoice(s) or any payments on account of costs and/or expenses.

15. INTEREST PAYMENTS

If we hold money on your behalf, interest is payable to clients in accordance with the LCF Residential Interest Policy as to amounts held and periods of time applicable.

In property transactions, where clients obtain borrowing from a lender, we will request the lender to arrange that the advance is received by us a minimum of three working days prior to the completion date to ensure that cleared funds are available in time for completion. Clients should note that the lender might charge interest from the date of issue of payment to us.

LCF will not be liable for any loss suffered in connection with an insolvency event occurring in relation to any deposit provider (e.g. bank or building society) with whom the Firm has deposited funds save if and to the extent that any such loss was caused or contributed to by LCF.

In the event of an insolvency event such as described above, you may be able to make a claim under the Financial Services Compensation Scheme limited to £85,000.00 of your total (including any personal accounts) deposit with that deposit service provider. We currently hold our client account funds in the Royal Bank of Scotland. Your authority to us to act on your behalf includes your consent to LCF to providing relevant information to the Financial Services Compensation Scheme to progress such claim in the event of an insolvency event.

If we hold money on your behalf, interest is payable to clients in accordance with the LCF Residential Interest Policy as to amounts held and periods of time applicable.

In property transactions, where clients obtain borrowing from a lender, we will request the lender to arrange that the advance is received by us a minimum of three working days prior to the completion date to ensure that cleared funds are available in time for completion. Clients should note that the lender might charge interest from the date of issue of payment to us.

LCF will not be liable for any loss suffered in connection with an insolvency event occurring in relation to any deposit provider (e.g. bank or building society) with whom the Firm has deposited funds save if and to the extent that any such loss was caused or contributed to by LCF.

In the event of an insolvency event such as described above, you may be able to make a claim under the Financial Services Compensation Scheme limited to £85,000.00 of your total (including any personal accounts) deposit with that deposit service provider. We currently hold our client account funds in the Royal Bank of Scotland. Your authority to us to act on your behalf includes your consent to LCF to providing relevant information to the Financial Services Compensation Scheme to progress such claim in the event of an insolvency event.

16. MORTGAGE ADVANCES

If you are to receive a mortgage advance then it is your responsibility to comply with the terms and conditions specified in the mortgage offer issued by the intended mortgage lender. In particular, you should be aware of the financial implications of any deductions, retentions, redemption penalties or interest payable upon early repayment. If you experience any difficulty in understanding the terms of a mortgage offer you should tell us. Otherwise we will assume that the terms of the mortgage have been explained to you by the body arranging the mortgage and the mortgage offer is understood and acceptable to you.

Our costs will usually include work done in either the granting or repaying of a first mortgage and if it does not, you will be advised. If your mortgage lender chooses to use a firm other than us for its legal work, then it is standard practice for the lender to require you to meet any charges made by that firm whose charges will be separate from those of LCF.

17. CLEARED FUNDS

Conveyancing transactions will only be financed using funds cleared for banking purposes. You must ensure that all money needed to finance the transaction is paid to us in sufficient time in advance of the funds being required so that cleared funds are available by the date required. Such money must be received by us by the time and date and by the means of payment advised to you. The methods of payment are either:

- Funds Transfer: a) CHAPS payment direct into our account –to be received the day before completion, b) Fast-pay must be received 2 days before completion, c) BACS which must be received 4 days prior to completion; or
- Online by browsing to our website at <http://online.lcfresidential.co.uk> and selecting the 'Pay Us Online' option. Please quote our reference when asked to do so to aid us in quickly processing your payment. There is a limit of £5000. Funds will be cleared and available to use after 3 working days. Company/Business credit cards are not accepted and the funds will be returned.
- We can also accept bank payments by debit card at least 1 working day in advance of the date required. There is a limit of £5000. The Funds will not be cleared for 3 working days. Company/Business credit cards will be rejected after 3 days and will cause delays.

The preferred and easiest method of payment to ensure we have cleared funds is to send payment by Funds Transfer direct to our Bank Account. Details of our bank account are available on request from the person responsible for the matter. We will need details of the amount expected and details of the account from which the payment is to be made.

All payments in must come from the lender or the client. Any funds received from unknown third parties (e.g. client's parents) will cause delays whilst we establish their involvement and relationship. In most instances such payments are returned and replacement funds are sought from our client.

The expression 'working day' does not include Saturdays, Sundays, Bank Holidays and Statutory Holidays. If completion is delayed because the funds are received after the specified time and date, or payment is made by inappropriate means, then LCF will not be liable for any delay or consequential loss in dealing with the matter.

18. PERIOD BETWEEN EXCHANGE OF CONTRACT AND COMPLETION

18.1 Mortgages

If you are purchasing with a mortgage we would normally advise a minimum period of ten working days between exchange of contracts and legal completion. This period is regarded as the minimum practical period within which safely to deal with all pre-completion searches and formalities (including obtaining cleared funds from the lender and if necessary from the client) to enable all parties to be fully protected at completion. We will require that all necessary Stamp Duty Land Tax, Land Registry fees and professional fees are paid to us by the proposed completion date.

18.2 Undertakings

If we are requested to give a professional undertaking in order to assist the progress of your transaction, we may make a reasonable charge for providing this personal commitment and/or require payment of the sum to be committed to LCF before such commitment is given. Such an undertaking is a binding pledge (usually given by LCF to another lawyer that a particular action will be taken, often the payment of money). LCF is then liable to fulfil that undertaking.

18.3 Your National Insurance Number

If we are acting for you in connection with a purchase you will be required to sign a Land Transaction Return for submission to the Inland Revenue. We will require the form completing with your National Insurance Number (or unique tax reference if a company purchase) and signed by you before it is returned to us. It must be in our possession before the date fixed for completion of your purchase otherwise we will not be able to complete the purchase.

19. PROFESSIONAL INDEMNITY INSURANCE

LCF maintain professional indemnity insurance.

As a firm LCF employ procedures to limit the risk of error but human beings being human will from time to time make mistakes. As such we carry professional indemnity insurance up to a limit of £15 million for any claim.

It is a condition of our undertaking any piece of work for a client(s) that clients accept that the liability of LCF in respect of any one claim or series of linked claims is limited to £15 million.

LCF's liability is limited to the proportion of loss attributable to LCF's negligence when the negligence of other third parties has contributed to a client's loss. LCF will not accept liability for any loss caused as a result of LCF's refusal to proceed with a matter in complying with its legal or regulatory obligations, in particular in compliance with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on Payer) Regulations 2017.

LCF LIMITS LIABILITY IN RESPECT OF ANY ONE CLAIM OR SERIES OF LINKED CLAIMS TO £15 MILLION

LCF will provide details of LCF's professional indemnity insurers, the territorial coverage and contact details for the insurer upon written request to the Managing Partner.

20. FINANCIAL SERVICES

LCF is authorised and regulated by the Solicitors Regulation Authority.

The Law Society of England and Wales is a designated professional body under the Financial Services and Markets Act 2000 (as amended) which means that LCF may carry on certain regulatory activities without being regulated by the Financial Conduct Authority. This means that we may be able to provide limited financial services to you where such services arise out of or are complementary to the provision of legal services.

The Law Society has delegated responsibility for regulation to the Solicitors Regulation Authority and responsibility for handling complaints has been delegated to the Legal Ombudsman.

LCF are not authorised by the Financial Conduct Authority. However, LCF is included on the register maintained by the Financial Conduct Authority so that LCF can carry on Insurance Distribution 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 Conduct Authority website at <http://www.fca.org.uk/>.

LCF only select products from a limited number of insurance companies for after-the-event litigation insurance, legal expenses insurance, elderly care insurance, employment insurance, restrictive covenants and title indemnity insurance but we are not contractually obliged to conduct business in this way. On written request LCF will supply details of the insurers from whom we select products.

Sometimes conveyancing/family/probate/company work involves investments. LCF are not authorised by the Financial Conduct Authority and so may refer you to someone who is authorised to provide any necessary advice. However, LCF can provide certain limited services in relation to investments, provided they are closely linked with the legal services we are providing to you.

21. DISCLAIMERS

21.1 Tax

Save where specifically referred to LCF as an instruction from the client and accepted by LCF as detailed in the client care letter, clients should only rely upon the advice and guidance of their Accountants, IFA or their usual tax advisers for the definitive position in relation to the tax implications of legal transactions entered into by them including liability to personal taxes, Corporation Tax, Capital Gains Tax and Stamp Duty Land Tax.

21.2 Planning in Property Matters

We will not advise you on the planning implications of your proposed purchase, unless specifically requested to do so by you, otherwise than by reporting to you on any relevant information provided by the results of the 'local search'.

21.3 Other Property Disclaimers/Environmental

It is not our responsibility to carry out a physical inspection of the property nor advise on the valuation of the property nor the suitability of your mortgage nor any other financial arrangements. We shall not advise generally on environmental liabilities where we shall assume, unless you tell us to the contrary, that you are making your own arrangements for any appropriate environmental survey or investigations.

We may, however, need to obtain on behalf of your lender, at your expense, an environmental search. However, we will not advise you about any issues relating to the possible contamination of any land which may be relevant to your purchase. We have to tell you that we are not qualified to advise on the results of any search made in that respect and would only be able to report to you on the actual results of such a search. This is particularly significant in respect of the potential liabilities that may arise at some future point in time as a result of land contamination or flood risk that are having increasing significance. If you have any doubts, please discuss your concerns with us.

If we are instructed on purchase and we are also acting for your proposed lender, we have a duty to fully reveal to your lender all relevant facts about the purchase and the mortgage. This includes any differences between your mortgage application and information we receive during the transaction and any cash back payments or discount schemes that a seller is giving to you.

22. STORAGE OF PAPERS AND DEEDS

On completion of a matter LCF will return your original papers.

LCF cannot undertake to retain files for any specific period of time but will generally endeavour to keep all files for a minimum period of six years. LCF reserves the right to destroy files without further reference to you after that period. LCF reserve all rights to exercise a lien in the event of invoices remaining unpaid.

LCF provide a safe custody service to clients in respect of Title Documents and Guarantees and other important documents including Wills and other securities and no charge will be made to you for such storage. However, we charge an administrative fee for any subsequent production of these documents (including Wills) from our archives. The current fee is as stated in the Terms of Engagement Letter enclosed with these Terms of Business. This fee may be waived if the purpose for retrieval is in relation to a matter in which LCF is instructed by you to act.

The majority of property in England & Wales is now registered at HM Land Registry where your details and evidence of ownership of your property is registered against the property purchased. Although Title Documents are important they are less critical than they once were but should be retained in case they are required in the event of a sale or lease of the property to which they relate, to resolve any query that cannot be answered by reference to the Land Registry.

If you do not wish LCF to retain your documents relating to your property or other important documents within LCF's storage facilities, you must collect your documents within 28 days of conclusion of the matter. If you do not collect your documents within this time period LCF will place them in storage for safekeeping and the fee referred to above will be levied upon your request for the production of the documents subject to the above provisions.

23. DISCLOSURE TO THIRD PARTIES

During the course of the firm's work for you it will be necessary from time to time to discuss your transaction or communicate with third parties such as estate agents, or mortgage lenders in property transactions, or experts or counsel in transactions involving the courts. This also includes disclosing information about the transaction in which you are involved to our Bankers or Regulators. As a formality we require your consent to such communications and as such your signed acceptance of these terms and conditions of business will act as your authority to such consent. We will only disclose information that we consider necessary.

Mortgage Lenders: If we are acting on your behalf in relation to a purchase of property which is being completed in conjunction with mortgage finance we have a duty to the lender to keep them advised as to details of the transaction including sources of any deposit, discounts, incentives, price variations and price changes etc. These duties and obligations are usually detailed in the mortgage offer. Your signed agreement to these terms and conditions is confirmation of your authority to us to make such disclosures as we consider appropriate in order to comply with our obligations to the mortgage lender.

24. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

For the avoidance of doubt nothing in these Terms & Conditions shall confer on any third party any benefit or the right to enforce any term or condition.

25. QUALITY STANDARDS

LCF has achieved the Lexcel Quality Standard of the Law Society. As a result of this the Firm is or may become subject to periodic checks by outside assessors. This could mean that your file is selected for checking, in which case LCF would need your consent for the inspection to occur. All inspections are, of course, conducted in confidence. If you prefer to withhold consent, work on your file will not be affected in any way. LCF will assume that we have your consent unless you specifically notify us to the contrary. LCF will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which we conduct on your behalf.

26. COMPLAINTS

If at any point you become unhappy with the service we provide to you, then please inform us immediately so that we can do our best to resolve the problem for you. You can obtain a copy of our complaint's procedure here <https://lcf.co.uk/company-legal/complaint-information>.

You can also send a letter to our head office address marked for the attention of our Managing Partner Simon Stell or email sstell@lcf.co.uk. Our Managing Partner will take responsibility for resolving the matter.

If we are unable to resolve your complaint, then you can have the complaint independently looked at by the Legal Ombudsman. The Legal Ombudsman investigates complaints about service issues with lawyers.

The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you.

27. JURISDICTION

The terms of the Firm's contract with you and LCF's retainer to act on your behalf are governed by and construed according to English law and is subject to the jurisdiction of the courts of England and Wales.

28. RIGHTS TO TERMINATE THE RETAINER/CANCEL THE CONTRACT

LCF retains the right to terminate its retainer at its absolute discretion if requests for information and documentation are not provided within a reasonable time; if requests for payment of monies on account of expenses and/or costs are not met within a reasonable period of the request; if payment of interim invoices and on account invoices are not met when requested and delivered under the terms detailed herein; if the Firm believes the client has supplied false, inaccurate or misleading information in the conduct of the matter.

You have a right to cancel this contract within fourteen days of entering into the contract if initial instructions were not received face to face, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. The cancellation period will expire fourteen days after the date of the Terms of Engagement letter accompanying these terms.

You have a right to cancel the contract within fourteen days of entering into the contract if the initial instructions and agreement to act was made at your home or place of work, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. In such circumstances the cancellation period expires fourteen days from the date of the initial meeting when instructions were given by you for LCF to act.

If you cancel this contract, we will reimburse to you all payments received from you. We will make the reimbursement without undue delay and not later than fourteen days after the day on which we are informed about your decision to cancel this contract.

Any decision to terminate must be made in writing (letter or email) addressed to the Managing Partner, Simon Stell (sstell@lcf.co.uk), also indicating the Firm's reference or the name of the lawyer who is dealing with your transaction.

29. WHAT WE EXPECT OF YOU

LCF shall be entitled to assume whoever gives us instructions to provide services does have the authority to do so and shall be entitled to rely on any information provided to us by that person.

Where instructions are given on behalf of a company, LLP, Partnership, other business or organisation, LCF shall be entitled to assume that the Terms have been brought to the attention of and approved by the Directors of the company, the members of the LLP or in the case of any other business or organisation the appropriate officers of that business, organisation, or partners in a partnership.

Where LCF's client consists of more than one person or entity the liability of those persons or entities is joint and several. Each joint client irrevocably permits LCF to disclose to any other of the joint clients at any time any information which LCF would otherwise be prohibited from so disclosing by virtue of a duty of confidentiality.

30. FUTURE INSTRUCTIONS

Unless otherwise agreed and subject to the application of the current hourly rates, these Terms & Conditions of Business shall apply to any future instructions given by you to LCF.

Your continuing instructions in this matter will amount to an acceptance of these Terms & Conditions of Business. Please could you sign and return to us the 'Confirmation & Consent Form' enclosed in the Information Pack.

If any of these Terms is found by any court to be illegal, invalid, or otherwise unenforceable then that provision shall, to the extent necessary, be severed and shall be ineffective but without affecting any other Terms.