

# Heslop & Platt Solicitors Limited

## TERMS OF BUSINESS

### 1. Introduction and Definitions

1.1 In these terms of business, the following words and phrases have the following meanings:

<b>'Initial Client Letter'</b>	a letter from us to you headed Initial Client Letter which sets out your instructions, the issues involved, the steps to be taken by us and an agreed level of service;
<b>'Client'</b> or <b>'you'</b>	the person(s) named in the LSA;
<b>'HP People'</b>	Heslop & Platt Solicitors Limited's sole Director, consultants and employees;
'Heslop & Platt', <b>'we'</b> or <b>'us'</b>	Heslop & Platt Solicitors Limited, a firm of Solicitors (SRA number 615547) trading as Heslop & Platt Solicitors and French Law Specialists, a company incorporated under the Companies Act (Company Number 8896768), whose registered office is Suite E14, Joseph's Well, Hanover Walk, Leeds, LS3 1AB, United Kingdom;
<b>'LSA'</b>	the Legal Services Agreement setting out the Services together with these Terms of Business, the Client Care Letter, any documents referred to in the LSA and any extensions or variations agreed from time to time;
<b>'Services'</b>	the legal services to be provided by Heslop & Platt to the Client in accordance with the LSA; and
<b>'Termination'</b>	the date on which the LSA is terminated under clause 17 or on which we reasonably consider the Services to have been completed or to be no longer required or we are unable to obtain instructions from you.

1.2 These terms of business should be read and construed in conjunction with the LSA which accompanies or refers to them. Where there is any inconsistency the LSA will prevail.

### 2. Money Laundering Regulations / The Proceeds of Crime Act 2002

In accordance with the requirements of the Data Protection Act and the Money Laundering Regulations, we confirm:

- Heslop & Platt Solicitors Limited is the data controller;
- Barbara Heslop is the nominated representative / data protection officer; and
- We will only process any documentation or personal data received from you in respect of client due diligence for the purposes of preventing money laundering and terrorist financing unless (a) use of that data is permitted by or under any enactment or (b) you give your express consent for the documentation or personal data to be used for other forms of processing.

We are required to comply with the Money Laundering Regulations and in particular to verify the identity and permanent address of all new Clients. This is to ensure that the policy adopted worldwide by Financial and Government Authorities to prevent the use of laundering systems to disguise the proceeds of crime is achieved.

### **2.1. Individual Clients:**

If you are a new client or an existing client who has not previously supplied information, you are requested to supply the following; one item from List A and one item from List B (please note we require certified copies if you are sending these by post or if you are bringing in the original documents to our offices – we will make certified copies here).

#### **LIST A – Proof of Identity**

1. Current fully signed Passport
2. Current full UK Photocard Driving Licence.

#### **LIST B – Address Verification**

1. A bill for the supply of electricity, gas, water or telephone services (provided it is fewer than three (3) months old). Mobile phone bills are not acceptable.
2. Television Licence renewal notice.
3. Council Tax bill (provided it is fewer than three (3) months old).
4. Recent Tax Coding Notice.
5. Recent Mortgage Statement.
6. Credit Card/Bank Statement (provided it is fewer than three (3) months old) showing current address.

### **2.2. Body Corporate:**

If you are a new or existing body corporate client not listed on a regulated market who has not previously supplied information, we will require the following:

1. Company / organisation full name;
2. Company or other registration number;
3. Registered address and, if different, principal place of business address;
4. Memorandum of association or other governing documents;
5. Names of the Board of Directors or members of your management body and its senior management;
6. Documentation in accordance with lists A and B above for any beneficial owners.

Under the provisions of the Proceeds of Crime Act 2002 ("POCA"), we may be required to make a report to the relevant authorities if at any time we become aware of or suspect (whether from you or any other person) the existence of the proceeds of crime in relation to any Services on which we are engaged. Our obligation to make such a report will, in certain circumstances, override our duty of solicitor/client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such a report.

We may terminate the provision of any Services to you, or be instructed to do so by the relevant authorities, if you fail to comply with your obligation to provide evidence of identity or we suspect that you or any other party connected with you or with the Matter is involved in activities proscribed by POCA.

- 2.3 We will not be able to continue acting for you unless we can confirm the identity information you give us.
- 2.4 In the case of individual clients and the person who gives instructions on behalf of a company or other entity we need to know your full name, a residential address in the UK and your date of birth.

If we have not already done so we reserve the right to check your identity with a credit reference or fraud protection agency. In either case we may charge the identity check fee shown in the LSA for each person checked. If we are unable to confirm your identity in this way or if we are unable to meet with you face to face we will also ask you to produce certain documents. We will let you have details of our requirements if necessary.

- 2.5 In the case of an unquoted company we also need to know the identity of the shareholders and the directors. We will check this information at the Companies Registry and charge you the company search fee which is usually £4 per company but may be more.
- 2.6 If you are not an individual or an unquoted company or are based outside the UK we will let you have details of our requirements to check identity separately.

### **3. Our Services**

- 3.1 We will use all reasonable care and skill in supplying the Services.
- 3.2 As well as the HP People named in the LSA from time to time we may delegate tasks to other suitably experienced HP People to enable your work to be carried out in a timely and cost-effective manner. Where appropriate, work may be undertaken, subject to supervision, by suitably qualified HP People who are not solicitors.

### **4. Complaints**

- 4.1 In the event of any problem with the Services you are entitled to make a complaint.
- 4.2 In the first instance please contact the HP People who were dealing with you. If they are not able to agree a solution that is acceptable to you and you wish to make a complaint please contact Barbara Heslop by writing to our offices or ringing 0113 393 1930
- 4.3 We will then send you a copy of our written complaints procedure which sets out how the complaint will be handled and the timescales for resolving to the complaint. Copies of our complaints procedure are also available on request.

### **5. Payments in Advance**

In addition to any deposit we may ask you to pay further sums on account of charges and expenses which are anticipated as the matter develops.

## **6. Charges**

- 6.1 Our charges will be calculated on the basis set out in the LSA.
- 6.2 Where our charges are based on hourly rates our rates are subject to review from time to time and we will inform you of any changes at least 14 days before they take effect.
- 6.3 Any estimate of charges given by us will be given in good faith but will not be contractually binding unless the LSA expressly provides that it shall be. It will be subject to the matter proceeding in the usual way without undue difficulty or delay and any other factors outside our control. Wherever practicable we will notify you if it is likely to be exceeded.
- 6.4 In addition to our charges, we may make payments on your behalf and incur expenses from time to time. Payments include counsel's fees, overseas legal fees, enquiry agent's fees, property search/enquiry fees, court fees, valuation fees and courier charges. Expenses we incur will also be charged to you (including, for example, travel expenses and photocopying charges). Invoices for payments and/or expenses may be delivered before or after the payment and/or expense is incurred.
- 6.5 All estimates of, or references to, charges, payments and expenses are exclusive of value added tax which will be added, where applicable, at the prevailing rate.
- 6.6 The Extra Charges quoted in the LSA are the total of the cost of the item and our administration charge for the provision of that item.

## **7. Billing**

- 7.1 We will normally submit invoices on a monthly basis for the value of the work carried out and a description of the work charged for will be provided with each invoice.
- 7.2 Unless specified otherwise every invoice is a statute bill to be treated as a self contained bill of costs to the date shown on the invoice.
- 7.3 All invoices are payable on delivery.
- 7.4 Any query on an invoice must be raised within 30 days of delivery.
- 7.5 If an invoice is not paid on the due date we reserve the right to:
  - 7.5.1 charge interest from the date of the invoice at 3% above the Barclays Bank plc's prevailing base rate; and
  - 7.5.2 suspend or terminate the provision of the Services.
- 7.6 We may claim a lien over and retain any monies, deeds, documents, papers or other items created or received on your behalf until all charges and any other sums due to us have been paid in full.

## **8. Methods of Payment**

- 8.1 We do not accept payments from any client:
  - 8.1.1 in cash for amounts in excess of £500; or
  - 8.1.2 by banker's draft or a cheque from a third party's account without special arrangements being made.

- 8.2 If a third party agrees to pay our charges then you remain responsible for paying all our invoices in full if the third party fails to make the payments on your behalf.

## **9. Client Monies**

- 9.1 Any monies paid to Heslop & Platt either by way of retainer or on account of our charges or expenses or as a deposit, will be held in a general client account, separate from Heslop & Platt's own monies. Unless you instruct us differently your money will be held in an instant access account.
- 9.2 You may be entitled to interest on any monies which are held by us on your behalf, save where the total interest accrued by a client for the duration of a matter would amount to a de minimis amount of not more than £20 in which case the payments would be disproportionate to the administrative costs of making them as set out in the SRA Accounts Rules 2011 as set out in our Interest Policy (copy enclosed).
- 9.3 Any deposit or other monies paid to Heslop & Platt on account of future charges and expenses (including accrued interest) will be available to us to transfer and use in payment of our invoiced charges and expenses.
- 9.4 For security if we send you money by cheque we may ask you for your eight digit bank account number to put on the cheque. If you do not supply the number on request we may send you a cheque but you will take the risk of it being intercepted and fraudulently cashed. This may entail you losing the all the money being sent by that cheque.
- 9.5. The anti- money laundering guidance which UK banks and other finance services firms must adhere to is issued by the Joint Money Laundering Steering Group ("JMLSG"). The JMLSG considers all clients with funds deposited in a law firm's pooled client account to be beneficial owners of that account. The JMLSG does not require banks to routinely identify the beneficial owners of law firm's pooled accounts, as they do with most other accounts they issue. Pooled client accounts are granted this exemption on the proviso that this information is available upon request. In the event of Our bank requesting information about the beneficial owners of Our pooled client account, You agree to Us disclosing Your details to them."

## **10. Liability**

- 10.1 Heslop & Platt shall not be responsible for any loss or damage arising from reliance on any information, or for inaccuracy or other defect in any document, supplied by you.
- 10.2 The Services are provided in accordance with our understanding of current professional practice and guidelines and the proper interpretation of the law, court decisions and regulations (in particular the Provision of Services Regulations 2009) in existence on the date on which the Services are provided.

Heslop & Platt cannot accept responsibility for any changes in the law or its interpretation which occur after our Services have been provided.

- 10.3 The Services are provided to, and we accept liability to, you as our client and you alone. You agree that you will not communicate our advice or any documents we provide to any other person without our consent. You agree that you will indemnify us and the HP People against any liability incurred in any action brought against us and/or HP People as a result of you communicating our advice or documents to any other person without our consent.

- 10.4 We recognise that, if you suffer loss as a result of any act or omission by Heslop & Platt and/or HP People, we may incur liability to you. Our liability to you arising from our deliberate fraud or reckless disregard of our professional obligations shall not be restricted by any provision in the LSA nor shall anything in the LSA exclude our liability to the extent prohibited by law or regulation in the case of a contentious business agreement. With those exceptions, our liability and that of HP People shall be subject to the following:
- 10.4.1 neither Heslop & Platt nor any HP People shall be liable in any circumstances for any loss, damage, cost or expense arising from any dishonest, deliberate or reckless misstatement, concealment or other conduct on the part of any other person;
  - 10.4.2 neither Heslop & Platt nor any HP People shall be liable for any indirect or consequential loss or damage suffered by you arising from or in connection with the Services;
  - 10.4.3 neither Heslop & Platt nor any HP People shall be liable for any loss, damage, cost, expense or delay suffered by you arising from or in connection with any communication by them under the provisions of The Proceeds of Crime Act 2002 (as amended) and/or The Money Laundering Regulations 2007;
  - 10.4.4 the aggregate liability of Heslop & Platt and any HP People in any circumstances whatsoever, whether in contract, tort, statute or otherwise, and howsoever caused (including our negligence), for loss or damage arising from or in connection with the Services shall be limited to the sum of £3,000,000 or such other sum as we may agree in writing.
- 10.5 Without prejudice to the earlier provisions of this clause, you agree that Heslop & Platt alone will be responsible for the provision of the Services and that you will not bring any claim in respect of or in connection with the Services (whether in contract, tort, under statute, or otherwise) against any HP People.
- 10.6 If you accept or have accepted any express exclusion and/or limitation of liability from any of your other professional advisers, Heslop & Platt's total liability to you in respect of or arising out of the same matter will not exceed the aggregate amount for which Heslop & Platt would otherwise have been liable after deducting any amount which we would have been entitled to recover pursuant to the Civil Liability (Contribution) Act 1978, but are prevented from doing so as a result of any such exclusion and/or limitation of liability.

## **11. Financial Services and Markets Act 2000**

Heslop & Platt is not authorised by the Financial Conduct Authority ('FCA').

## **12. Insurance**

We have a legal duty to tell you about our professional indemnity insurance. We have an obligation to carry such insurance and our qualifying insurers are:-

AXIS Speciality Europe SE whose address is Mount Herbert Court, 34 Upper Mount Street, Dublin D02 FT72. Our insurance policy number is B080124002P15. The amount of cover per claim is £3000 000.00 (three million pounds)

## **13. Data Protection**

13.1 The definitions and interpretations in the Data Protection Act 1998 shall apply to this clause. In connection with delivering the Services, we will act as data controllers and will not be processing personal data on your behalf. We do, however, take appropriate technical and organisational measures which are designed to protect against

unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. Where appropriate, in connection with the delivery of the Services, we will appoint data processors as subcontractors, such as tracing and/or collecting agents. In the case of clients who are individuals, we will be processing your personal data in connection with the carrying out of credit checks and the taking up of credit references and disclosing your personal data for this purpose, and you consent to our doing so.

#### **14. Confidentiality**

- 14.1 Heslop & Platt and HP People will (subject to clause 13.2) treat all information which is provided to us by you or on your behalf for the purposes of providing the Services as strictly confidential and we will not use or disclose this information except for the purposes of providing the Services (which you acknowledge may require us to disclose information to third parties, including your other advisers). This obligation will not apply to any information which is in or comes into the public domain otherwise than as a result of a breach by us of these terms, nor does it apply to information which is already lawfully in our possession at the time it is communicated by you to us.
- 14.2 Notwithstanding clause 13.1 Heslop & Platt and HP People will be entitled to disclose confidential information relating to or belonging to you to:
- 14.2.1 third parties who we are satisfied are able to maintain confidentiality in connection with the supply of services to Heslop & Platt or quality control including the Legal Services Commission, our auditors and other professional advisers, costs draftsmen and suppliers of bulk photocopying and professional indemnity insurance;
- 14.2.2 any other third party to the extent that this is required by law or regulation;
- 14.2.3 the National Crime Agency in accordance with the provisions of The Proceeds of Crime Act 2002 (as amended) and/or The Money Laundering Regulations 2007 or any related statute or regulation.
- 14.3 If You do not wish to disclose Your details and file to be released, you must notify us in writing when signing and returning a copy of the Client Care Letter/ Legal Services Agreement.
- 14.4 We will not disclose information in our possession which relates to you to another client and you waive any obligation we have to disclose to you information in our possession relating to other clients.
- 14.5 We may store information about You, Your matter or any other Documents and correspondence relating to Your file(s) using cloud based technology. If You do not wish for your file(s) or other information to be stored in this way please inform Us in writing before we commence work on Your Matter. "
- 14.6 The provisions of clause 13 will continue in force beyond Termination.

#### **15. Quality Standards**

Due to our own internal quality standards, we are subject to periodic checks by outside assessors. This could mean that your file may be selected for checking/auditing, in which case we would need your consent for inspection to occur. All inspections are, of course, conducted in confidence and all external firms and organisations working with Us are required to maintain confidentiality in relation to any files and papers that are audited/checked by them. Your file(s) may also be reviewed in a due diligence exercise relating

to the sale or transfer of all or part of Our business, the acquisition of another business by Us or the acquisition of a new business. If you prefer to withhold consent, work on your file will not be affected in any way. Since very few of our clients do object to this we propose to assume that we do have your consent unless you notify us to the contrary. We will also assume, unless you indicate otherwise, that consent on this occasion will extend to all future matters which we conduct on your behalf. Please contact us if we can explain this further or if you would like us to mark your file as not to be inspected. If you wish to withhold consent, please inform us in writing.

## **16. Communication**

- 16.1 Unless we agree otherwise we may communicate with you by post to the address in the LSA or by e-mail sent without encryption over the internet.
- 16.2 Heslop & Platt will not be responsible for any loss or damage arising from any delay or failure to deliver communications sent by post or by e-mail or the unauthorised interception, re-direction, copying or reading of e-mails, including any attachments, nor shall we be responsible for the effect on any computer system (or any loss or damage arising from any such effect) of any e-mails, attachments or viruses which may be transmitted by this means (save to the extent of that this is caused by our negligence or wilful default).

## **17. Retention and Deposit of Documents**

- 17.1 Documents we agree to hold in safe custody will be retained by us free of charge unless we notify you otherwise. If you notify us that you require such papers we will send them to you or make them available for collection at our discretion. We retain the right to return them to you at any time.
- 17.2 All other papers relating to you, whether created by us or sent to us by you or by third parties, will normally be sent to you at Termination or retained by us for six years after Termination and then destroyed. If you notify us that you require such papers we will send them to you or make them available for collection at our discretion. We are unable to accept any responsibility or liability for any loss of damage caused by our failure to retain files and/or documents after Termination.

## **18. Intellectual Property Rights**

- 18.1 Unless otherwise agreed Heslop & Platt retains all copyright, database rights and other intellectual property rights in all works and other things developed, designed, generated or created by us in the course of our providing the Services to you (either before the commencement of or during or after the completion of the provision of the Services) including systems, methodologies, software, know-how, documents, working papers, reports, written advice and documents.
- 18.2 Provided we do not breach our duty of confidentiality, you agree that we shall be entitled to retain and use for our own purposes copies of all files and documents created or received by us during the provision of the Services.

## **19. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**

- 19.1 If we have not met you either in person (because, for example, instructions and signing of the contract documentation is taking place by telephone/mail, email or on-line – i.e. by way of a “distance” contract) or we have taken instructions and a contract has been concluded away from our business premises (because, for example, we have met with



you at home – i.e. by way of an “off-premises” contract) and the contract was entered into on or after 14 June 2014, you have the right to cancel this contract within 14 calendar days of entering into the contract without giving any reason. The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.

- 19.2 To exercise your right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or email). You may use the model cancellation form attached to your Client Care Letter, but it is not obligatory. You can inform us of your decision to cancel as follows:

by post: Heslop & Platt  
Suite E14  
Joseph’s Well  
Hanover Walk  
Leeds LS3 1AB  
United Kingdom

or by email: [contact@heslop-platt.co.uk](mailto:contact@heslop-platt.co.uk)

- 19.3 If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by email) without delay. To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

- 19.4 Should you require the work to be commenced within the 14 calendar day cancellation period, you must provide your agreement to that in writing, by email or post to enable us to do so. By signing and returning the Legal Services Agreement, you are providing your agreement in writing to enable us to commence work within the 14 calendar day cancellation period. Where you have provided your consent for work to commence within the 14-calendar day cancellation period and you later exercise your right to cancel, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation. Unless you make an express request for us to commence work within the 14-day period (i.e. by signing and returning the Legal Services Agreement) we will not be able to undertake any work during that period.

## **20. Termination**

- 20.1 You may terminate this agreement at any time by giving written notice to us.
- 20.2 We reserve the right to cease to act on your behalf if we consider this appropriate (for example, in circumstances where we consider that you are in breach of the terms of the LSA or that you may be insolvent or that your instructions are unreasonable or that you have lost confidence in us). If we propose to exercise this right, we shall so far as practicable consult with you and provide reasonable assistance in transferring the matter to another firm.
- 20.3 If either of us terminates this agreement we will charge you for the work carried out up to the date of termination and any costs incurred by us in concluding or transferring the matter.
- 20.4 The Solicitors Regulation Authority has strict rules governing conflicts of interest. If we have already accepted instructions from two clients in a matter or related matters and a conflict later arises between the interests of those clients, we must usually cease to act for both clients.

## **21. Dispute Resolution**

### 21.1 Scope

All claims, complaints and disputes arising out of or in connection with the Services ("Disputes") will be resolved pursuant to this paragraph.

### 21.2 Complaints Procedure

We hope you will have no complaint. To underline how seriously we take complaints, we have a set Complaints Procedure which can be summarised as follows: (a copy of our full complaints procedure is available on request)-

If you have any complaint or observation (good or bad) about our service, please say so.

Raise any complaint first with the Fee Earner assigned to your matter, including any complaint about your bill.

If this does not resolve it satisfactorily, tell the Supervising Partner responsible for your case.

If this does not resolve it satisfactorily, contact Barbara Heslop, the Sole Director nominated by the practice to ensure prompt and thorough investigation of any complaint.

If still unresolved at this stage, you may take your complaint to the Legal Ombudsman. Normally, you will have to bring your complaint to the Legal Ombudsman within 6 months of receiving a final response from us about your complaint and 6 years from the date of the act or omission giving rise to the complaint or alternatively 3 years from the date you should reasonably have known there are grounds for complaint (if the act/omission took place before 6 October 2010 or was more than 6 years ago).

### 21.3 Contact details:

The address of the Legal Ombudsman is: PO Box 6806, Wolverhampton, WV1 9WJ; telephone, 0300 555 0333; or view their website at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk), email enquiries to: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

### 21.4 A complainant to the Legal Ombudsman must be one of the following:

- An individual;
- A micro-enterprise as defined in European Recommendation 2003/361/EC of 6 May 2003 (broadly, an enterprise with fewer than 10 staff and a turnover or balance sheet value not exceeding €2 million);
- A charity with an annual income less than £1 million;
- A club, association or society with an annual income less than £1 million;
- A trustee of a trust with a net asset value less than £1 million; or a personal representative or the residuary beneficiaries of an estate where a person with a complaint died before referring it to the Legal Ombudsman.
- If you do not fall into any of these categories, you should be aware that you can only obtain redress by using our Complaints Handling Procedure or by mediation or arbitration, or by taking action through the Courts.

### 21.5 Kindly note that you have the right to object to your bill by making a complaint to the appropriate body referred to above and/or by applying to the Court for an assessment of the bill under Part III of the Solicitors' Act 1974 and, if all or part of our bill remains unpaid, we may be entitled to charge interest.

## **22. Financial Services Compensation Scheme**

In the event of a banking failure it is unlikely that the firm would be held liable for any losses of client account money.

We currently hold our client account funds in Barclays. The £75,000 Financial Services Compensation Scheme (FSCS) limit will apply to each individual client so if you hold other personal monies yourself in the same bank as our client account, the limit remains £75,000 in total, so it may be advisable to check with your own bank as some banks now trade under different trading names.

However, with effect from 3rd July 2015, the FSCS will provide a £1 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at [www.fscs.org.uk](http://www.fscs.org.uk)

In the event of a bank failure you agree to us disclosing details to the FSCS.

## **23. Custody, Retention and Transfer of Documents**

We will, at your request, either during the provision or after completion of any Services, release to you or to your order Your Documents and Documents Held For You, provided that we are not at the time exercising our right to retain documents pending payment of outstanding fees and expenses or are prevented by any court order, undertaking or other legal constraint from doing so. We may copy all of Your Documents and Documents Held for You before releasing them, including any electronic correspondence submitted by You.

We may at any time scan, microfilm, or otherwise make electronic copies or images of any Documents, including electronic Documents or correspondence e.g. emails (other than Documents held in safe custody), destroy the originals and thereafter hold the Documents only in such copy or image form. Unless expressly agreed otherwise in writing we will keep all Documents whether in original, copy or imaged Form for a minimum of six (6) years and up to fifteen (15) years in some regulatory transfers, after which we may destroy them and any copies or images of them.

We may agree to store title deeds, wills and other especially valuable documents in safe custody for you if you require and, if we do, we will not, without your consent, destroy any such documents.

We do not accept responsibility for the loss or damage of any item which we hold on your behalf unless we expressly agree in writing to the contrary.

After completing the work, we will be entitled to keep all your papers and document whilst there is still money owed to us for fees and expenses. We will keep our file of your papers including emails and any hardcopies thereof, for up to six (6) years, except those that you ask to be returned to you. We keep files on the understanding that we can destroy them six (6) years after the date of the final bill (and up to 12 years in respect of some regulatory transfers). We will not destroy documents you ask us to deposit in safe custody. If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However, we may charge you both for time spent producing stored papers that are requested as well as reading correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

## **24. General**

24.1 The LSA will be governed by and interpreted in accordance with English law.

- 24.2 You irrevocably agree that the English courts shall have exclusive jurisdiction over any dispute which may arise out of or in connection with the LSA.
- 24.3 Subcontracting and assignment
- 24.3.1 in appropriate circumstances, Heslop & Platt will use third parties to assist us in providing any part of the Services. Any reference to HP People in the LSA includes these third parties; and
- 24.3.2 if Heslop & Platt's practice or substantially the whole of Heslop & Platt's practice is transferred to another entity which is controlled by HP People and authorised and regulated by the Solicitors Regulation Authority, Heslop & Platt shall have the right to assign the LSA in favour of such entity by giving written notice to that effect to you.
- 24.4 Neither you nor Heslop & Platt can be held liable for any delay or failure to fulfil our respective obligations under the LSA as a result of causes beyond our reasonable control.
- 24.5 Any delays in enforcing the terms of conditions of the LSA will not affect or restrict any of the rights and powers arising under the LSA. Either party will only be taken to have released its rights under the LSA if it has confirmed such release in writing to the other.
- 24.6 A person who is not party to the LSA shall have no right under the Contracts (Rights of Third Parties) Act 1999 nor otherwise enforce any term of the LSA.
- 24.7 Any notice or other communication to be given under the LSA shall be given in writing and delivered by prepaid first-class post (or pre-paid overseas equivalent) to, or by hand at, our respective addresses appearing in the LSA (or such other address as may have been notified in writing). Notices shall be deemed to be given in the case of delivery personally on delivery and in the case of posting (in the absence of earlier receipt) 48 hours after posting (or six days if sent by overseas first class post equivalent).
- 24.8 References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended extended or re-enacted.
- 24.9 The LSA constitutes the entire agreement between Heslop & Platt and you with respect to the Services.

## **25. Consumer Protection Regulations**

- 25.1 The Consumer Protection from Unfair Trading Regulations (as amended) regulate transactions between traders and consumers and prohibit trading practices that amount to unfair commercial practices and misleading acts and omissions.
- 25.2 Neither you, the client, nor us, your legal representative, must mislead a buyer or tenant either by providing incorrect or ambiguous information, or by omitting to provide material information about the property you are selling.
- 25.3 Certain information will be revealed through searches and other enquiries of public databases, surveys and valuation reports. However, You must disclose to us any known defects and other material adverse matters relating to the property known to you and failure to do so may mean that, in certain circumstances, the buyer or tenant would have rights of redress against you.

- 25.4 We encourage you to make all known disclosures as early in the transaction as possible to prevent delays.
- 25.5 If we become aware of any such existence of material information, and you decline to authorise disclosure to the buyer or tenant, then we would have to consider whether it was possible to continue to act for you as the CPR's impose a duty to act fairly towards you as your client and also towards third parties, especially those that are unrepresented.

**Heslop & Platt – June 2017**