# KUDDUS SOLICITORS AND NOTARY PUBLIC – TERMS AND CONDITIONS OF BUSINESS

## 1. INTRODUCTION

The purpose of these Standard Terms and Conditions of Business ("Terms and Conditions") is to set out the basis on which Kuddus Solicitors London Ltd t/a Kuddus Solicitors and Notary Public will act for you. For the avoidance of doubt where there is any conflict between these Terms and Conditions any client care letter we send to you the client care letter will prevail over these Terms and Conditions. All of the work we do for you is carried out under these Terms and Conditions unless variations are agreed with you in writing.

These Terms and Conditions are accompanied by a client care letter which includes the detailed terms of our engagement with you and expands on some of the terms which follow.

In order to avoid repeating your name and ours in this document, we have used the expressions **"we"**, **"us"** and **"our"** to refer to Kuddus Solicitors and Notary Public and **"you"** and **"your"** to refer to you, our client. We have also used the expression "charges" to avoid repeating the expression "fees, disbursements and expenses", all of which are referred to on each occasion this word is used.

## 2. INSTRUCTIONS

We have set out the agreed scope and objectives of your instructions in the client care letter. Any subsequent change will be discussed with you and, where appropriate, a new client care letter will be agreed.

We shall proceed on the basis of the instructions we have received from you and rely upon you to tell us as soon as possible if anything occurs which renders any information previously given to us incorrect, inaccurate or incomplete. We shall not be responsible for any failure to advise or comment on any matter which falls outside the scope of your instructions. We cannot accept any responsibility for any event, loss or situation unless it is one against which it is the express purpose of those instructions to provide protection.

Advice given by us is provided in light of the instructions to which it relates and for your benefit only. It may not be used or relied upon for any other purpose or by any person other than you without our prior written consent.

We may transfer our rights under this contract to any organisation within which our practice may continue in the future (and in such an instance you agree that our obligations under the contract will be assumed by such organisation). We will not otherwise transfer our rights unless we get your written permission first.

We will give you reasonable prior written notice if we decide for whatever reason that we are no longer willing or able to act for you. If we are on the court record on your behalf you must, if we have given such notice, arrange for other solicitors to file Notice of Acting on your behalf or file a Notice of Acting in Person. If you fail to do so we shall rely upon this condition in applying to be removed from the record as acting for you.

## 3. RESPONSIBILITY

The person responsible for the day to day conduct of your matter is named in the client care letter that accompanies these Terms and Conditions. In the absence of the person mentioned in the Client care letter, or if the nature or complexity of your matter so requires, we may recommend that aspects of the matter be dealt with by other fee-earners of this firm who have expert knowledge in the area concerned. The director responsible for overall supervision of your matter is named in the Client care letter.

## 4. DIRECTORS AND EMPLOYEES - OUR LIABILITY TO YOU

In order that our liability to you arising from our negligence or wilful default shall be fair and proportionate, we may include provisions in the client care letter which limit our liability in certain circumstances. In any event, please note carefully the exclusion of liability in circumstances where matters fall outside our instructions. Nothing in this condition shall be construed as purporting to exclude nor limit any liability the exclusion or limitation of which is prohibited by law.

You acknowledge that we are a company and that there is no contract between you and any of our individual employees, agents or directors. Any advice given to you by an employee, agent or director is given by that person on our behalf and that person does not assume any personal responsibility to you for that advice. Accordingly you will not bring any claim against any individual employee, agent or director in respect of any losses which you suffer or incur, directly or indirectly, in connection with our services. None of the provisions of this condition will limit or exclude our liability for the acts or omissions of our employees, agents or directors.

## 5. PROFESSIONAL INDEMNITY INSURANCE

We currently carry professional indemnity insurance in the sum of £3 million which we are required to have by the Solicitors Regulation Authority. By instructing us, you agree that the amount that we shall be liable to pay to you, in total, on any claim or linked series of claims shall not exceed the sum of £3 million. If you do not consider this amount to be adequate and require higher limit of indemnity, we may be able to purchase additional cover from our insurers, but this will be at an additional cost payable by you. If this is what you require, you should notify us immediately in writing.

Details of our compulsory layer of professional indemnity insurance are available in hard copy at our office.

## 6. EQUALITY AND DIVERSITY

We are committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

## 7. DATA PROTECTION, CONFIDENTIALITY AND FILE VETTING / AUDITING

Kuddus Solicitors and Notary Public are registered with the Information Commissioner's Office under registration number Z3060096 and by signing this agreement, you consent to the storage and use of your data by manual or electronic mean. The information which you provide to us is confidential.

We place great emphasis on maintaining the highest standards of confidentiality. Our directors and staff are under an obligation not to disclose any confidential information to third parties without your authority. This applies to most client information, as well as the reports, letters, documents, information and advice we provide to you. In addition, our agreements as to fees are given in confidence and are provided on the condition that you undertake not to disclose these or any other confidential information made available to you by us during the course of our work (other than within your own organisation, if applicable) without our prior knowledge. This said, we are required to comply with SRA Code of Conduct and the firm may be required to make disclosure of certain information to comply with professional rules or the general law.

In some cases where reports, letters, documents, information or advice given by us to you will be provided by us or you to or used by a third party, we reserve the right to stipulate terms regarding such use or we may require the third party to enter into a direct relationship with us. Where reports, letters, documents, information or advice given by us is disclosed to a third party we recognise no obligation to that third party.

Before we undertake any work on your behalf we will ask for information about you, including your name, address and date of birth and National Insurance number, together with some identification, for example, your passport and proof of residence and we will keep a copy of this (**"your Data"**). We may use your Data to undertake a search with a credit reference agency. We will keep a copy of any searches made and the results which will be used for internal decision making purposes. The credit reference agency may also keep a copy of the search and they may share that information with other businesses who undertake similar searches in respect of you.

We may use your Data and other information we obtain as a result of the work we do for you to provide you with legal services and to administer your account with us including tracing and collecting any debts. We may also use it for fraud prevention (for example by verifying your identity to comply with our money laundering obligations), to ensure client satisfaction and to improve services and for the safety and security of our offices and staff.

We may, from time to time, contact you by letter, phone, email or otherwise about our services and events (such as newsletters, seminars and hospitality) which we believe will be of interest to you. Please tick the box at the end of this Agreement if you consent to us contacting you in this way. You can change your mind at any time.

Any private and personal information about you will be processed in accordance with the principles of the General Data Protection Regulations. Under the Regulations, an individual has the right to obtain copies of personal data about them held by us without charge and to have it corrected if it is inaccurate. If you have any queries in relation to the above, please do not hesitate to contact us. If we have any doubt as to whether you might object to the disclosure of any information we will seek to obtain your consent before doing so unless disclosure is required as a matter of law.

If we instruct counsel on your behalf we may keep a copy of an opinion given by counsel in electronic form for internal know-how purposes but we will ensure that client confidentiality is preserved.

Subject to our on-going duty of confidentiality and in compliance with the General Data Protection Regulations, we may, with your consent seek publicity concerning our involvement in any transaction or case. You will have the opportunity to review any proposed material prior to its release.

In property transactions we will advise the lender client of any relevant information arising during the retainer.

If you require further information about how we process your data and your rights, a copy of our Privacy/Data Collection Notice is available on our website and a hard copy is available on request.

External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files. We may in the future work towards the Lexcel quality standard of the Law Society. As a result of this we may become subject to periodic checks by outside assessors. This could mean that your file is selected for checking, in which case we would need your consent for 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. 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. If you would prefer to withhold consent please put a line through this section in the copy letter before return to us.

**8. OUTSOURCING OF WORK**

Sometimes we may ask other companies or people to do work such as typing, photocopying, call handling or other work on our files. For example, any complaints received by us may be referred to an independent complaints handler with the purpose of obtaining an objective view, and to ensure that work is done promptly. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible

**9. STORAGE OF PAPERS AND DOCUMENTS**

Upon completion of any matter for you we are entitled to retain your papers, documents or other property held by us if there is any money owing to us in respect of our charges until you have paid any outstanding amount, including interest.

We shall keep our file of papers (except for any of your papers which you ask to be returned to you) in storage but on the understanding that we have your authority to destroy the file six years from the date of delivery of our final invoice in respect of the matter.

We shall not, however, destroy documents which you specifically ask us to deposit in safe custody.

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

If later we are asked by you to retrieve papers or documents from storage in relation to this matter we will charge for such retrieval the sum of £100.00 plus VAT. However, we may also make a charge based on time spent for producing stored papers or documents.

If we are given or asked to take custody of any documents or deeds belonging to you, those documents or deeds will be retained in our storage system to your order until their return is requested by you or separate arrangements have been made with your consent. We reserve the right to withhold release of any documents or deeds until payment of any outstanding charges is made by you. We will make every reasonable effort to keep documents left with us safe and undamaged and in the event of loss or damage will help to restore or replicate any document, but we do not guarantee absolute safe custody and if this is required any deeds or documents should be deposited with a bank.

**10. FUNDING, FEES AND COSTS RELATED MATTERS**

**Costs and Funding Information**

There are a number of ways in which you can fund your case including:

**Paying yourself** - you may wish to simply pay our charges and any disbursements as they arise. We would ask for money on account and provide interim bills every 6 months.

**Before the Event (BTE) legal expense insurance policies** - You may have such a policy with your motor insurance or credit card or household insurance. You will have taken out the policy before the event occurred. We will write to the provider to act under the policy. This policy provides for your legal costs and indemnifies you in the event that you lose your case. Please check all your policies. This refers to any policy for you, a spouse or director living in the same household, or in the case of a road traffic accident, your passengers or driver of any vehicle in which you were a passenger. If you have a BTE policy you may not require a CFA (see below).

In some circumstances the Insurers may insist on your case being dealt with by solicitors who they appoint on your behalf. It is important to remember that you have freedom of choice and you are able to appoint a solicitor of your choice to ensure that you have the best independent expert legal advice.

**Conditional Fee Agreement ("CFA")** - A CFA is an agreement between you and us (commonly known as a "no win - no fee" agreement) which means that we will not seek our costs from you if we lose your case. It allows us to recover our fees from the other side if your claim is successful together with a percentage uplift in our costs to represent the risk of not being paid if we lose. Before entering into a CFA with you, we are required to check whether you have access to any other legal expenses insurance. It is important that you understand the CFA and provided you comply with its conditions, whether your case is won or lost you will not be required to pay our legal costs. The basic conditions (recommended by the Law Society) are attached to the draft CFA included in these papers. We would urge you to read that document carefully before proceeding further.

If you have a CFA agreement you also need to have in place an after-the-event insurance policy (ATE) to indemnify you against the opposition's costs should you lose your case.

**"After the event (ATE)" legal expense insurance** - these are insurance policies to indemnify you against your opponent's costs and to cover your disbursements should you lose your case. In compliance with Appendix 1 to the Solicitors' Financial Services (Conduct of Business) Rules 2001 we are required to review your case and your needs and ensure that the policy of insurance is satisfactory for your needs. We will discuss with you whether you require ATE and which policy we recommend.

**Funding from trade unions or other sources** - if you are a member of a trade union you may be able to obtain funding from your union or your employer may have a scheme for assisting you with funding.

**Community Legal Service Funding** (formerly known as legal aid) – We do not offer this type of funding at our firm.

**Contingency Fee** – we only use contingency fee agreements in claims against the Criminal Injuries Compensation Authority and in the Motor Insurance Bureau's untraced driver claims.

**Success Fee** – this is a percentage which is added to the basic charges. The amount will vary depending on the point in time at which the case concludes. The uplift is 100% if your claim concludes at a hearing and is 12.5% in other circumstances, save that should your claim be valued at more than £500,000, then we may apply to the court for a success fee in excess of 12.5%.

**How legal costs are incurred**

If you do not have the right funding package in place you personally will be primarily liable for any costs incurred not only by us but any costs due to your opponent during the conduct of your claim.

At the conclusion of a claim costs are normally awarded to the successful party. The amount will be negotiated between ourselves and your opponent or assessed by the court. However, even if you are successful in your claim not all of the costs incurred may be recovered.

The court differentiates between costs which have been incurred simply to progress the case (which will generally be payable by the losing party to its opponent) and those costs which are incurred entirely for your benefit (for example, regular updates, including telephone advices). You will be liable for any shortfall due to us. There may also be a shortfall if the court decides that the other party should not have to pay the hourly rate which you have contractually agreed with us.

If you are bringing the case and you lose the case or fail to better a Part 36 Offer then, unless you have entered into the appropriate funding arrangement, you may be required to pay the costs of your opponent.

In most cases we do not seek the balance of our costs from you unless there is evidence of fraud or misrepresentation.

Since you are liable for our charges and expenses whether you win or lose the case and whether or not your opponent is ordered to pay your costs it is important for you to note that, if you are ultimately unsuccessful, you may be responsible for the costs incurred by the other party to the action in addition to our costs. If you have a CFA with an ATE or BTE policy we will not seek costs from you.

If you are successful and the court orders the other party to pay for some or all of the charges and expenses interest can be claimed on them from them date of any court order.

Our charges are based on the time spent dealing with your cases. Time spent will include general correspondence, telephone calls, preparing and considering papers, travel and meetings with you or any other party involved.

We will charge you for each hour engaged on your case from now until our costs review date which is (1 January) each year, or until there is a change of fee earner. You will be informed immediately of any change in our hourly rates. Our current hourly rates are specified in our client care letter.

In addition to this time spent, we may take into account a number of factors. These include the complexity of the issues; the speed at which action must be taken; the expertise or specialist knowledge required; and if appropriate the value of your case. On the basis of the information currently available we expect these factors to be adequately covered by the hourly rate indicated above. However, this rate may be higher if for example the matter becomes more complex than expected. As indicated previously, we would advise you of any change in the charging rate.

Our fees are subject to VAT at the rate which applies when the work is done. Please refer to section 11 for further information about VAT.

In addition to the hourly rate charges there will also be the need to incur disbursements to enable us to gather evidence to support your case. Disbursements will be passed on to you at the same cost as they are charged to us by any third party.

**Costs arising as a result of Applications or Hearings during the course of proceedings**

There are often Court hearings or applications before the final hearing. It is important that you provide us with information we may request promptly because your opponents can request the Court to order payment of their costs because of any delay. Whilst the costs order may not be related to overall liability any costs ordered by the Court to be paid to your opponents in such circumstances will usually be payable within 14 days from the date of the Court order. If you have entered into a Conditional Fee Agreement and have not taken out a policy of legal expense insurance you may have to make arrangements to pay this.

Where costs are ordered to be paid to you as a result of a costs order in your favour, we are entitled to retain those costs in reduction of an interim bill or generally in relation to costs and disbursements due from you. We will advise you on the merits of any application and the likelihood of an order for costs being made either for or against you.

**Costs estimates**

In litigation cases it is rarely possible to give an accurate estimate in advance about the total costs of the case. If you require us to do so, we will provide you with the best possible advice on costs.

If your claim is a road traffic case and is settled prior to proceedings being issued, Part 45 of the Civil Procedure Rules and the associated Costs Practice Direction, covers a scheme of fixed fees which apply to cases where the total agreed value of damages exceed £1,000 but do not exceed £10,000. If your case falls within these criteria then please refer to your Client care letter which sets out our costs. Similar limits apply to straightforward money claims.

We would usually provide an update of the amount of costs incurred on your case every 6 months. If your case is funded by Conditional Fee Agreement we would not propose to provide these details unless you specifically request an update.

**Our Standard Fee Basis**

Our intention is that our fees should be fair and reasonable having regard to all the circumstances. Our charges are based on the time spent dealing with your claim. Time spent may include but will not necessarily be limited to:

- Perusing and working on papers and correspondence;
- Telephone calls to third parties;
- Time spent with you on the telephone or in face to face meetings;
- Time spent with others in preparing the case on your behalf (which may include witnesses, - experts and counsel);
- Dealing with other parties involved in the matter;
- Travelling and waiting time.
- Routine letters and telephone calls are charged as 6 minute units of time. Incoming letters are charged at units of 3 minutes per page. Any other items of work will be charged on a time expended basis.

The hourly rates are:

A) £250 for directors and solicitors over 8 years post qualification experience
B) £220 for solicitors and legal executives of experience of more than 4 years
C) £130 for trainee solicitors, trainee legal executives and other staff of equivalent experience

We reserve the right to review the hourly rate periodically (on 1 April every year) and we will notify you of any increased rate in writing.

Our hourly rate may also change in light of various factors such as the complexity of the issues, the speed at which action must be taken, the expertise or specialist knowledge that the case requires and of the appropriate value of your case. In addition, we take into account the value of the matter and its importance to you. On the basis of the information currently available we expect these factors to be adequately covered by the hourly rates set out above. The rates may be higher for example if the matter becomes more complex than expected and we will notify you of this.

**Estimate of Fees**
Any estimate provided as to fees is only a guide and must not be taken as a firm quotation, unless we have confirmed in writing that we shall charge a fixed fee.

Our estimate will include, where possible, details of any third parties to whom you will need to make payments and when those payments are likely to be needed

Our estimate will aim to give you a breakdown between likely charges and VAT. Where time is a factor in assessing fees, we will explain clearly to you how we intend to use the time. It is likely that our estimate will be expressed as a range.

Where, in our judgment, it is not possible to provide you with a fixed or realistic estimate of charges, we shall, at your request, give you the best information about the total cost of the next stage of the matter.

We shall review the original estimate regularly and provide you with written revised estimates, where applicable, giving the reasons for any changes made.

**Cap on Fees**
If a cap or limit is agreed on the level of our fees, then our fees will not exceed the amount specified in the client care letter.

However, the application of the cap or limit is agreed on the basis of the instructions and information supplied to us and on any assumption set out in the client care letter.

Unless the client care letter states otherwise, expenses and disbursements shall be payable in addition to any cap or other limit on fees.

**Fixed Fees**
If we have agreed a fixed fee with you, then the Client care letter will include a detailed description of what we have agreed to do for that fee and a summary of the information which you have given us. In order to provide that description, on which the fixed fee is based, we must have as much information as possible about the work which you want us to do so that we can estimate the time it will take us.

We will complete your instructions for the fixed fee. If any one of the three provisos is not satisfied, we shall advise you that in our view the fixed fee agreement should cease to have effect. If you agree with our view, we shall seek a new agreement with you for a new/revised fixed fee or agree a different method of charging fees.

If you do not agree with our view, then the Complaints Handling Procedure will operate provided:

- The scope of your instructions does not change; and
- The information in the summary is accurate; and
- There is no material delay beyond our control in progressing or completing the matter.

**Expenses and Disbursements**
In addition to the hourly rate or fixed fee charges there will also be the need to incur disbursements and expenses to enable us to gather evidence to support your case.

Unless you instruct us to the contrary, your instructions authorise us to incur such disbursements and expenses as we consider necessary to comply with your instructions. You will be required to reimburse them to us on request either by payment on account or against submission of a bill.

Examples of common disbursements and expenses are experts' fees, court fees and counsel's fees.

Expenses of travel, accommodation and meals when travelling away from the office (and exceptional costs of in-house provision of food, subsistence items, or other amenities) in fulfilling your instructions are charged at cost.

**Detailed Information**
At any time at your request we will provide you with a full breakdown of the fees and expenses incurred to date.

**Payments on Account**
We may ask you to provide sums in advance to cover charges.

If we do, any payment will be held on deposit account generally on account of charges which we are likely to incur on your behalf. Any interest earned will be credited to you.

We will discuss with you the amount which is appropriate at the outset of any new matter. It will be helpful if you could please meet any requests for payment promptly. However, if there is any difficulty in this respect, please contact the person who is dealing with your matter.

Save for any advance payments for expenses and disbursements which may be applied when the expenses or disbursements are incurred, the money will be retained until completion of the matter although, at our discretion, some or all of it may be applied towards any bill which has remained unpaid for more than 28 days. If part or all of the money is used in this way, or if for any reason it is reasonable to review the amount held by us, we may ask you to provide a further sum to cover future charges.

In the unlikely event that you decline or fail within 14 days to meet a request for payment on account of our charges, we must reserve the right to decline to act any further.

**Interim Bills**
We will bill charges on the basis set out in the client care letter. Payment of interim bills helps us to spread our charges fairly between clients for whom we are working over different periods of time.

If you wish to dispute any invoice, you are entitled to complain about it in accordance with our Complaints Handling Policy referred to below.

**General Provisions about Bills**
Bills will contain a brief description of the work performed during each billable period but not a detailed narrative. If you require such a narrative or need any additional explanation, please let the person dealing with your matter know and it will be provided.

Bills are due for payment upon delivery and must be paid within 28 days of delivery unless that period is extended, in writing, by the person dealing with your matter.

If you wish to make payment by way of bank transfer, we will provide you with our bank details with each bill or at your request.

We reserve the right to charge interest on any sum which remains outstanding for more than 28 days after delivery of the bill at the rate then payable on judgment debts (which is currently 8% per annum).

In the unlikely event that a bill remains unpaid for more than 28 days or if you decline or fail within 14 days to meet a request for payment on account of our charges, we must reserve the right to decline to act any further.

We may apply amounts credited to your client account towards any outstanding fees or disbursements.

We may, in order to secure payment of our charges, have first call upon any money or other property recovered or preserved for you by our efforts pursuant to Section 73 of the Solicitors Act 1974.

You must inform us whether, in the event that you are found liable for costs (including the costs of another party) if these costs are to be paid by another person, for example, an employer or Trade Union.

If a third party undertakes responsibility for payment of some or all of our charges on your behalf and payment is not made as set out above, then you will be responsible for settling any outstanding amount.

If your instructions are given to us by, or on behalf of, more than one person or company, each person or company for whom we are acting will be responsible for the payment of the full amount of our charges regardless of whether our bills are addressed only to one or some of such parties.

**Court Assessment**
You have the right to object to any bill of costs submitted to you for payment and to apply to the court for an assessment of the bill under Part III of the Solicitors Act 1974.

**11. VAT**
VAT will be charged on all fees and expenses as appropriate at the rate prevailing at the tax point on which an account is delivered. If you are VAT registered we will supply you, upon request, copies of any disbursement invoices against which you may reclaim the input VAT. Our VAT registration number is on our invoice.

**12. DISBURSEMENT FUNDING**
Where we agree to fund your disbursement during the course of the matter we may borrow money from a disbursement funder to do so. If we do borrow money to fund your disbursement you agree that the funder will retain a lien on your file until the disbursement funding has been repaid both as to capital and interest.

**13. MONEY HELD BY US**

We bank with Natwest Bank PLC and have notified the bank that we deposit monies from multiple clients into a single account. On this basis, we are advised that funds held by us on behalf of clients who are individuals or small businesses are covered by the Financial Services Compensation Scheme (FSCS) in case of a bank collapse, which is currently limited to £85,000 (or such other amount as may be enforced from time to time). Please note that if you also hold an account with Natwest Bank PLC then the FSCS would, in calculating the £85,000 limit would add all monies held in your name together with all funds belonging to you held in our client account. We will not be liable to any client for any monies lost by virtue of a bank collapse, failure or any similar event, nor will we be liable for any consequential loss arising from an inability to withdraw such funds, other than may be prescribed by law or by the Solicitors Regulation Authority.

**14. INTEREST ON CLIENT MONEY**
Any of your money which we hold for you, for whatever reason, will be held in a bank account, separate from our own money. You agree that we will not pay you any interest on such money which we hold for you.

**15. COMMISSION**
We may receive a commission for placing business on your behalf; for example, arranging legal expenses insurance. If we receive a commission you agree that we retain the commission where it is £20 or less.

Typically commissions for arranging after the event legal expense insurance will be between £50 and £100. Arranging the cover on your behalf is work which is not covered by a Conditional Fee Agreement and is work for which we are entitled to charge you. However, we agree to waive our entitlement to charge you for arranging the cover if you confirm that we may retain this commission. You do not have to consent to us keeping the commission and if you do not then the commission will belong to you once it is received by us. If however you withhold your consent then we shall charge you for arranging the policy on your behalf, calculated at our standard hourly rates.

**16. MONEY LAUNDERING LEGISLATION**
In order to comply with the law on Money Laundering, like all professional firms, we will require you to obtain evidence of your identity as soon as practicable. We should be grateful, therefore, if you would provide us with documents to verify your identity and address as set out in the separate client care letter. We are required by the Money Laundering Regulations to keep a copy of the documents and information obtained to fulfil our obligations under the Regulations for a period of 5 years. It is our firm's policy to retain a copy of your file for a period of 6 years following the completion of your matter. By signing this Agreement, you are also providing your consent to not delete or destroy your full file until after 6 years has passed following the completion of your matter. If you require further details of our money laundering policy, please contact the person who is dealing with your matter.

**17. IDENTITY AND DISCLOSURE REQUIREMENTS**
Solicitors are not allowed to disclose information about a client's affairs without the client's authority. By signing these Terms and Conditions and returning it to us you authorise us to disclose to the other parties in the transaction and, if applicable, to all other parties in the chain of transactions and their agents and advisers, all information which we have in relation to your involvement in the transaction including any related sale or mortgage and other financial arrangements and wishes as to dates for exchange and completion. You may withdraw this authority at any time but if you do so you should appreciate that we will inform the other party or parties and their agents or advisers that this authority has been withdrawn.

We will not be liable for any loss, damage or delay arising out of our compliance with any statutory or regulatory requirement.

**18. FINANCIAL SERVICES**
**Exempt Financial Services**
We are not authorised by the Financial Conduct Authority (FCA). If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised to provide the necessary advice.

However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales, which 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. If you are unhappy with any investment advice you receive from us you should raise your concerns with them or with the Legal Ombudsman.

**Exempt Insurance Mediation Services**
We are not authorised by the FCA. However we are included on the

register maintained by the FCA 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 Law Society. The register can be accessed via the FCA's website at: www.fca.org.uk.

On 6 October 2010 the Legal Ombudsman took over the complaints handling function from The Legal Complaints Service, which was the independent complaints-handing arm of the Law Society. If you are unhappy with any insurance advice you receive from us you should raise your concerns with either of those bodies.

**Taxation**

We will not advise on tax issues and you should ensure that you consult with an appropriately qualified person outside this Company.

**19. JOINT INSTRUCTIONS AND COMPANY INSTRUCTIONS**

Where two or more of you have instructed us jointly, it is on the basis that either or any of you alone, has authority to give us instructions on behalf of the others unless you give us prior written instructions to the contrary.

When accepting instructions to act on behalf of a limited company, we may require a director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out earlier. Instructions are accepted from a limited company on condition that all the directors of the company are personally and jointly and severally liable for any sums due to us for costs and expenses.

**20. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Except as expressly provided in the client care letter and as set out above, no person other than a party to the agreement established by the client care letter may enforce any terms of such agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 ("the Act"). Notwithstanding any benefits or rights conferred by such agreement on any third party by virtue of the Act, the parties to such agreement may agree to vary or rescind any of its terms without any third party's consent. Except to the extent that Our employees can benefit from the provisions thereof, the Contracts (Rights of Third Parties) Act 1999 does not apply to these terms or any subsequent amendment to these terms unless expressly confirmed in writing by us that the said Act does apply.

**21. THE CONSUMER PROTECTION (DISTANCE SELLING) REGULATIONS 2000**

Under the Consumer Protection (Distance Selling) Regulations 2000, for some non-business instructions, you may have the right to withdraw, without charge, within seven working days of the date on which you asked us to act for you. However, if we start work with your consent within that period, you lose that right to withdraw. Your acceptance of these Terms and Conditions will amount to such consent. By signing and returning the copy of these Terms and Conditions you are agreeing that to avoid any delay in the transaction we may start work on your behalf immediately and that we do not have to wait for the cancellation period to expire. If you seek to withdraw instructions, you should give notice by letter to the person named in the client care letter as being responsible for your work. Regulation 19 of the Consumer Protection (Distance Selling) Regulations 2000 requires us to tell you if it is likely that it will take longer than 30 days to complete the contract between us. You will appreciate that this 30-day period may not be met. In signing and returning the copy of these Terms and Conditions you are acknowledging this.

**22. INTRODUCTIONS AND REFERRALS**

You may have been introduced to us by a third party. Under the Solicitors' Regulation Authority rules, we must give you information about the arrangement we have with any such introducer for the payment to them of any referral fee. The referral fee paid in this case is exclusive of VAT. More specific information will be provided on request.

**23. SURVIVORSHIP AND SEVERABILITY OF CONDITIONS**

Any of these conditions which expressly or impliedly have effect after termination or expiration will continue to be enforceable notwithstanding termination or expiration.

If any part of any of these conditions is held by the court to be illegal or unenforceable, then the remainder of such condition and the other conditions of this contract shall be enforceable notwithstanding such illegality or unenforceability.

**24. INTELLECTUAL PROPERTY**

We retain all copyright and other intellectual property rights in everything developed or prepared by us either before or during the course of a matter relating to you including all reports, letters, documents, precedents, written advice or other materials we provide to you.

**25. PUBLICITY**

Subject to our ongoing duty of confidentiality and in compliance with the Data Protection Act we may wish, with your consent, to seek publicity concerning our involvement in any transaction or case. You will have the opportunity to review any proposed publicity material prior to its release.

**26. OUR CONTRACT WITH YOU**

**Terms and Conditions**

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

Although your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions, it may not be possible for us to start work on your behalf until one copy of them has been returned to us for us to keep on our file.

These terms will remain effective until replaced by any updated Terms and Conditions which we may issue to you, or other written agreement between us. Please confirm in writing your agreement to these terms by signing one copy in the space below and returning it to us. If you do not return these terms but still decide to instruct us you do so on the basis of these Terms and Conditions. Please do not hesitate to contact the member of staff you are dealing with if you wish to discuss these terms before replying.

**Variation of these Terms and Conditions**

These Terms and Conditions shall apply to any instructions which you give us. We may change these Terms and Conditions from time to time but if we do so we will notify you of any changes in writing.

Together with the client care letter, they comprise the whole contract between you and us and no variation shall be binding on us unless in writing. In the event of any inconsistency between the provisions of these Terms and Conditions and the client care letter the latter shall prevail.

**27. TERMINATION**

**On a Private Basis**

You may terminate your instructions in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for charges and expenses. This is referred to as a lien.

Where your matter is funded on a fixed fee basis, where your instructions are terminated before the completion of your matter then we will calculate our charges on our standard fee basis. Any money that is owed to you will be refunded.

In some circumstances, we may consider that we ought to stop acting for you, for example if you cannot or will not give clear or proper instructions on how to proceed, or if it is clear that you have lost confidence in how the work has been carried out, or if you do not pay our costs.

We may only decide to stop acting for you with good reason; for example, if we do not receive instructions from you, or otherwise do not have the assistance we need to progress the matter properly, or if our costs are not paid. We will however always give reasonable notice for ceasing to act so that, if possible, any problems can be dealt with and we can continue to act on your behalf.

**On a Conditional Fee Agreement**
You will see that the conditions applicable to a Conditional Fee Agreement provide for termination and its consequences.

We can end the agreement if we no longer think it likely that you will win the matter or if you do not keep to your responsibilities as set out in these Terms and Conditions. You can end the agreement at any time.

It is particularly important to note that if you do end the agreement, or we end the agreement because you have not kept to your responsibilities, you would then be responsible to pay our costs, under that agreement, whether or not the matter had then reached a successful conclusion.

**28. COMPLAINTS PROCEDURE**

We are committed to providing high quality legal advice and client care. If you are unhappy with any aspect of the service that you have received, or about the bill, please contact Mr Kuddus Ali by post or by email to ka@kuddussolicitors.com. We will fully investigate your complaint and endeavour to resolve it internally or by referring it to an independent complaints handler. If for any reason, we or the independent complaints handler are unable to resolve any problem, you have the right to complain to the Legal Ombudsman at the conclusion of our complaints process. The Legal Ombudsman for England and Wales was established by the Office for Legal Complaints under the Legal Services Act 2007, to look at your complaint. The contact details for the Legal Ombudsman are (w) www.legalombudsman.org.uk (p) PO Box 6806, Wolverhampton, WV1 9WJ, (t) 0300 555 0333 (if calling from overseas +44 121 245 3050) or (e) enquiries@legalombudsman.org.uk. Strict time limits apply. If you wish to lodge a complaint with the Legal Ombudsman you must do so within 6 months of our final decision on your complaint.

**29. JURISDICTION AND APPLICABLE LAW**

These Terms and Conditions shall be construed in accordance with the law of England and Wales.

You nevertheless agree (this provision being included for our benefit alone) that we shall retain the right to bring proceedings against you in our absolute discretion in the courts of any other country which may have jurisdiction.

**30. CONFIRMATION AND CONSENT TO TERMS**

These Terms and Conditions set out our terms of business with you, and so your continuing instructions in this matter will amount to acceptance by you of the terms, either on a Conditional Fee basis, subject to entering a formal Conditional Fee Agreement, or on a private basis, according to which you choose. We will require you ti sign and date in the space provided in the enclosed copy of the Terms and Conditions. We can then be assured you understand, and are happy with, the basis on which the Company will act for you.

**31.ELECTRONIC COMMUNICATIONS**

We have taken steps to ensure that any electronic communications are free from any virus; however, it will remain your responsibility to scan any electronic document for viruses. We do not, to the extent permitted by law, accept any liability (whether in contract, negligence or otherwise) for any virus infection and/or external compromise of security and/or confidentiality in relation to transmissions sent by electronic method.

**32. LAND TAX TRANSACTION**

The HM Revenue & Customs (HMRC) replaced Stamp Duty with a new tax on Land Transactions from the 1st December 2003. HMRC now requires you to file a much longer and detailed Land Transaction Return. You should obtain specialist tax advice as early as possible in the transaction on the tax consequences of entering into the transaction. We may be able to advice you on simple straightforward matters but cannot advise you on unusual or complex arrangements and circumstances.

This return should be treated as just as important as your Income Tax Return as there are similar penalties for failing to file one. or filing one in wrongly. You may be liable to prosecution if incorrect returns are submitted. The form runs to several pages of questions and there are further forms that may need to be filed even after the transaction has completed, particularly where you have taken a commercial or residential lease. Before the first rent review or on the rent review you must check with HMRC and write to them to confirm whether the rent has increased on your lease. Your duty to HMRC is ongoing throughout the life of your leasehold property and even after you have sold your lease you could be liable to pay HMRC or under legal duty to file a Tax Return. It is therefore your responsibility to ensure that you seek relevant tax advice from a qualified accountant before your next rent review as per your lease etc.

The key points in relation to SDLT and your return are as follows:

It has to be sent in with any tax due within 30 days of the "Effective Date". The 'Effective Date is generally when you or someone connected with you, whether a relative or an associated company or directorship, take possession or get the keys to the door (after exchange of contracts) or completion if later. The tax, maybe payable before the transaction has legally completed. The tax is payable even if the keys are handed back each day.

We need to have it signed or approved by you before exchange of contracts since if it is submitted late there are penalties starting at £ 100.00. We might not be able to complete the transaction if we cannot be certain the return can be submitted correctly.

We can prepare and submit the return for you for an additional fee, but it is your responsibility to provide us with correct information to insert in the return. If not all the information needed is provided, or is not correct you could be subject to prosecution, penalties and delays in the late processing of the form and the registration of the transfer at the Land Registry if necessary.

It is your responsibility to pay the tax due but we will forward the form and tax to HMRC on your behalf.

If you are buying property jointly with someone else you are both liable for the full amount of tax due jointly and severally. In other words if one of you will not pay their share then the other party will have to pay all the tax due.

Our name has to appear on the form as your 'Agent' so that the acknowledgement and receipt are sent to us to use when we register the land. However we are not your agent in the usual sense and will not have liability to pay any of the tax due.

The amount stated on any completion statement we might send you is an estimate of the tax due, and the amount due may be varied later. The HMRC system is "Pay Now, Check Later" based on self assessment, as with Income Tax. This means they might investigate the transaction many months later, often as much as 9 months later and may ask for more tax. In some cases they can investigate matters up to 21 years later. You might decide to deal with any such enquiry yourself, or have your accountant deal with it. If HMRC decide more tax is due you will have to pay it, though there are appeal procedures for you to challenge any unjustified tax due.

Any fee charged by us for the preparation of the initial return does not cover any further correspondences with HMRC on the matter or any investigation of the return by HMRC and will be charged to you at our normal hourly rate.

The current transaction might be regarded as 'linked with a previous transaction or any future transaction you may enter into with "anyone connected" with you or the seller and this may result in a higher rate of tax being payable on both transactions. "Connected' has a technical meaning used by the HMRC and you may need to obtain accountants or specialist tax adviser's advice on this. You must tell us about any other transaction that you might have entered into or might enter into which may be linked or connected in any way. Buying a number of properties from the same seller on different dates, for example, may be regarded as linked and they may bear the highest rate of tax of 4% rather than say 1% each. Use of a relative or company by the seller or buyer to buy some of the properties may avoid the higher rates of tax.

Tax is payable on all the consideration paid for the property, not just what is stated on a contract or transfer and so you must tell us about any other monies or services being provided by the seller or yourself as art of the overall " deal" . If money is paid for anything attached to the property such as a burglar alarms or conservatories or kitchen
I agree to these Terms and Conditions of and instruct Kuddus Solicitors & Notary Public to deal with my case.

fittings then these items may also be chargeable to tax. Payment of extra money in the future if something happens, such as the grant of a planning permission, might also be subject to tax. You must tell us if there are any such arrangements.

If the buyer is a company and in some other cases where shares are involved in the overall deal the tax will be payable on the market value rather than the price being paid. You must therefore tell us all aspects of the transactions.

If the price is split between the bricks and mortar and other items such as carpets, curtain, plant, machinery, goodwill etc, then you have to have genuine valuations of the amounts at the time you complete the Land Transaction Return and the purchase price has to be fairly and reasonably split between the items. If you do not have this evidence HMRC might argue many months later that there has been a tax avoidance, especially if the result is that the value of the 'bricks and mortar' is just below one of the tax bands £125,000, £150,000, £250,000 or £500,000.

HMRC require you to keep any relevant papers related to the return for at least SIX years, even if you have disposed of the property in question.

In many cases involving leases further tax will be needed and it is your responsibility to make a diary note to file them at the appropriate time. If you do not file them at the appropriate time (normally within 30 days of the relevant event date) you will be liable for penalties starting with £ 100. The new penalty regimes introduced from April 2009 are in addition to the above and provide that any penalties of up to 100% of the tax due may be levied in the case of failing to take proper care in preparing return, non disclosure or concealment of information. We do not accept responsibility for reminding you of the need to file any additional returns and it is your responsibility to do so. For example additional returns may be needed if there is any change in the terms of the lease, the rent, at the end of the lease where you remain in the property after the lease is expired. We are happy to advise you on such matters at the appropriate time for a fee based on our normal hourly rates, or you may choose to obtain advice from an accountant or other tax specialist.

Any fee quoted by us for the preparation of the return may need to be increased if any of the points mentioned above apply to the transaction, or if some other complexity occurs. In such case you will be charged on the basis of our normal hourly rates, or we may suggest that you obtain specialist tax advice or that it is not appropriate for us to submit the return on your behalf. In that case you will have to make your own arrangements regarding advice on your tax liabilities and the filing of the return. These arrangements will have to be acceptable to us and any lender who is financing the transaction.

Signed: Dated:

Print Name: ……………………………………………………………………………………………………….

Address:……………………………………………………………………………………………………………

At Kuddus Solicitors, we have offers and news about our legal services that we hope you would like to hear about. By providing your details you agree to be contacted by us. We will treat your data with respect and if later you change your mind and prefer not to hear from us, you can stop receiving updates at any time by getting in touch. Please tick the boxes below to tell us all the ways you would prefer to hear from us:

- Yes please, I would like to receive communications by email ☐
- Yes please, I would like to receive communications by telephone ☐
- Yes please, I would like to receive communications by mobile (text message) ☐
- No thank you, I do not wish to receive communications by post ☐

These Terms and Conditions constitute an important document. Please keep it in a safe place for future reference.

Kuddus Solicitors London Limited, SRA number 565049, is authorised and regulated by the Solicitors Regulation Authority.

**Notice of the Right to Cancel**

You may have the right to cancel this contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 calendar days from the date upon which it was signed. Notice of Cancellation MUST BE IN WRITING and should be delivered or sent by post to Kuddus Solicitors and Notary Public of 94 Whitechapel Road, London, E1 1JQ; or by email to ka@kuddussolicitors.com Any Notice of Cancellation is deemed served on the day that it is delivered, posted or sent.

If you have given us your written agreement to carry out work on your behalf within the cancellation period you are required to pay our fees if we have carried out work prior to you serving a Notice of Cancellation.

**Notice of Cancellation**

If you wish to cancel this contract, you MUST DO SO IN WRITING and you may complete this section to do so. Please ensure that it is delivered or sent by post to the address given above, or emailed to ka@kuddussolicitors.com

I/We (delete as appropriate) hereby give notice to cancel the contract relating to my/our (delete as appropriate) contract for provision of legal service

Signed:

Name:

Date: