Hayward Moon

PROPERTY LAWYERS

Terms of Business

Connexions, 159 Princes Street, Ipswich IP1 1QJ
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3 Church Street, Holt NR25 6BB
www.haywardmoon.co.uk

The services we offer are provided on the terms set out below and will apply in all cases unless we agree, in writing, to alternative terms.

In this document the expression

- **we**, **our** or **us** is referring to Hayward Moon Limited (company number 06056782). Hayward Moon and Hayward Moon Property Lawyers are trading names of Hayward Moon Limited
- **you**, **yours** or **Client** is referring to the person or other entity that has instructed us to act on their behalf

1. Our service to you

We will work for you in a professional manner and strive to provide a high standard of service which is delivered in an efficient, understandable and friendly manner.

Please rest assured that we:

- will keep your business confidential
- are independent
- will act in your interest
- will keep you informed
- will give you clear understandable advice

We try hard to ensure that the same person deals with your matter throughout, although at times it may be necessary for someone else within the office to look after your transaction to ensure an efficient service.

We will not knowingly act in any transaction in which we or any member of staff has a personal interest without first disclosing such interest to you.

2. How you can help

You can help us by:

- providing us with documents when we ask for them
- telling us at the outset what you expect so that we can agree with you what it is possible to achieve
- telling us if you have personal time limits/objectives
- telling us immediately if your expectations change
- telling us if you do not understand anything
- responding promptly to requests for instructions
- telling us if your address/telephone number changes

3. Acceptance of business

Where you, the Client, comprise more than one person then your authority to us is joint and several to the intent that we shall be entitled to rely on and act on an instruction received from any of the persons comprised in the Client as though the instruction had been given by all of the persons comprising the Client jointly. Where instructions are given on behalf of a company or a limited liability partnership we are entitled to assume that any director or member who gives us instructions is entitled to provide those instructions.

Unless you inform us to the contrary we shall have authority to enter into binding agreements and to exchange formal contracts on your behalf after we have discussed and confirmed your desire to enter into that agreement or contract.

4. Our charges

Our charges will normally be calculated by multiplying the number of hours worked by the hourly rate of the person who does the work. The hourly rate will be in the range £175 to and £275 dependent on the grade of lawyer working on the matter, unless we have specifically agreed a different rate with you. This applies to all time spent working on your matter. A minimum charge for short letters or telephone calls will be $1/10^{th}$ of the hourly rate. We review our hourly rates from time to time and any changes will be notified to you in writing. The hourly rate will in appropriate circumstances be subject to a percentage uplift. The uplift will be charged in

accordance with usual legal practice to reflect cases where a particular level of care and attention, expertise or expedition is required.

Any estimate of legal fees and disbursements we provide is the best estimate given in good faith available at the time based on known facts. We will use our best endeavours to keep you informed of any likely revision to the estimate as soon as is practicable after we become aware of any factor likely to change the estimate. In the event of a transaction for which an estimate has been provided failing to proceed to completion for any reason then we will charge such amount as is reasonable having regard to the amount of work undertaken.

Should the transaction become abortive then we would charge you a fair amount dependant on how much work had been carried out by that stage. The different stages are typically –

on a sale transaction –

- Where we have obtained the title and issued the contract – then not less than 25% of the estimated fee
- Where we have received and dealt with enquiries raised by the buyer - then not less than 50% of the estimated fee
- Where we are ready to exchange - then not less than 75% of the estimated fee

on a purchase transaction –

- Where we have received the contract, reviewed this and reported to you – then not less than 25% of the estimated fee
- Where we have received the search results and mortgage offer (if relevant) and reported to you on these - then not less than 50% of the estimated fee
- Where we are ready to exchange, or the matter has progressed with the seller being unable or unwilling to provide the information to enable you to exchange contracts - then not less than 75% of the estimated fee

Whilst routine copying of papers is included in our overall charging structure, should exceptional volumes of paper (greater than 15 pages) be copied we reserve the right to make an extra reasonable charge. We also reserve the right to make an extra charge for international or lengthy telephone calls.

Our fees and some of the disbursements we incur on your behalf are subject to VAT at the rate in force at the time of submitting the invoice.

We have arrangements with various estate agents and mortgage brokers whereby we will pay them a fee for referring work to us. The amount of the fee will vary from time to time but you should rest assured that these arrangements will not in any way impede or affect the independent advice or the level of service that we provide you with. If you want to know about any referral fee that may have been agreed in connection with your introduction to us please ask us. There are other providers available and you are not obliged to instruct us.

5. Payment of our charges

Payment will be required within 14 days of us sending you an invoice for work we have done on your behalf and we reserve the right to request payments on account of anticipated fees and disbursements. Interim invoices may be raised during the course of a matter if we consider them appropriate.

If we send you a bill and we are at that time holding on your behalf (in our client account) money which is not held for another designated purpose, we shall discharge (or partially discharge) our bill from the money held.

We also reserve the right to appropriate such money for the discharge of a bill rendered on a separate matter that we are handling for you.

We will expect you to pay for search fees or other disbursements we incur on your behalf upon request. In the case of larger disbursements we will usually ask you to put us in funds before we incur the cost.

6. Interest

We reserve the right to charge interest on any unpaid bills at the rate payable on judgment debts from 14 days after delivery of the bill. In addition you will be responsible for any costs and expenses we incur in recovering sums due from you. Where invoices submitted are not paid within 14 days and we issue reminders to you we will be entitled to make a charge of £10 plus VAT for each reminder.

Where the Client is a business client then the Late Payment of Commercial Debts (Interest) Act 1998 will apply.

7. Your money

We are not able to provide banking services and as such –

- We cannot hold money on your behalf save for a purpose connected with the transaction at hand
- Money we receive from you or on your behalf will be held by us in our general client account unless there is a specific reason why we have expressly agreed for it be held in a separately designated client bank account.
- We will not be obliged to pay you interest.
- Any money required to be paid out of our client account on your behalf must be received and credited in cleared funds to our client account not less than one working day prior to the date of payment.
- We will only be able to send the proceeds of any transaction to an account held with a UK bank in the name of the party entitled to it through our retainer. We cannot "act as banker" by passing your proceeds on to a party that is not directly part of your transaction.

All payments from you should be made by way of cheque or direct credit transfer from a bank account held in your name. We may at our discretion accept payments in cash subject to a limitation of £500. No cash payment in excess of £500 will be accepted.

We may from time to time receive a referral fee or other discount from suppliers to our business in respect of products or services we provide to you. We would not normally identify any specific fee or discount as being attributable to any one transaction. Such fees or discounts will be retained by us. We may choose a particular supplier in respect of services provided to us in connection with your transaction but that supplier may not be the only supplier of that service. If you have a preference as to how or where certain services are sourced then you must tell us this at the outset. This may have a bearing on the amount we charge you.

From time to time we may provide details of surveyors or other third-party providers who we believe may be able to assist you. You are under no obligation to instruct any provider recommended by us and are free to choose an alternative provider. In some cases, a recommended provider may offer Hayward Moon or an individual member of staff a voucher, referral reward or other benefit. Any such arrangement is subject to our Anti-Bribery Policy and internal approval procedures and will not affect the advice or recommendations provided to you.

If we send you a cheque we expect you to cash this within three months of the date it is sent. If you fail to do so we reserve the right to cancel the cheque and issue an invoice for our administration costs not exceeding £50 plus VAT.

From time to time at the end of the transaction we may find that we are left with a small balance of your money. If this is the case we shall make reasonable efforts to return it to you but if that fails we are will at our discretion either retain the money to cover our administration costs (if it is no more than £50) or donate it to a charity of our choice or otherwise deal with it in such manner as may be directed by the Council for Licensed Conveyancers.

8. Confidentiality

We are under a professional and legal obligation to keep your affairs confidential. In the event that work is undertaken for you in conjunction with your other advisers, we will assume we have your authority to discuss

relevant confidential information with them and to provide them with personal data and relevant documentation unless you tell us otherwise. Unless you tell us to the contrary in writing we will assume we have your authority to discuss with, and disclose information to, estate agents or other persons who may be involved with your transaction.

Where you obtain mortgage assistance we may also represent the lender. In such circumstances you irrevocably consent to us disclosing to the lender such information as the lender may require and you waive your right to confidentiality in respect of any such matters.

We are required, by current legislation, to make a report to the National Crime Agency (NCA) where we know or suspect that a transaction involves Money Laundering or Terrorist Financing. By instructing us to act on your behalf in accordance with these terms of engagement you give us irrevocable authority to make a disclosure to NCA if we consider it appropriate This will be done entirely at our discretion and without reference to you. You will not be notified by us if a report is made. In the event that we have reasonable suspicions to suspect that money laundering activities are taking place we reserve the right to provide the appropriate authorities with such information as we deem necessary or as they reasonably request without your prior approval. You acknowledge that these duties override the client right to confidentiality or entitlement to legal professional privilege and by instructing us to act on your behalf in accordance with these terms of engagement, you give us irrevocable authority to make a disclosure to the NCA if we consider it appropriate. We shall be unable to tell you if we have made a report. We may also require, from time to time, evidence of your identity in such a form as we reasonably and properly request. We are unable to proceed with your transaction and will not be able to exchange contracts until this has been provided. We may also verify your identity through online or other external sources. You consent to such verification in the knowledge that the record of our check against you will be noted and made available to other credit reference agencies.

9. Source of Funds/Source of Wealth

Under the AML Regulations, we are obliged to not only obtain and verify evidence of your identity, but also to scrutinise the source of funds and source of wealth being contributed towards the transaction (if applicable). This means that you will not only be asked to provide us with bank statements to show where the funds are but also other related documents such as evidence of related sales or documents relating to inheritances. It is vital that you provide this evidence to us as quickly as possible and also that you are fully open and transparent with us.

10. Communication

We are happy to communicate with you in whatever form you prefer. You should, however, be aware that not all forms of communication are secure and reliable. It is recommended that important instructions are given in writing. We will not be held liable for the non-receipt of or failure to act upon instructions given by electronic means.

We monitor emails to investigate or detect any unauthorised use of our email system, or for any other purpose permitted by law. As a result we may collect personal data about those people sending and/or receiving the email, or which is contained in the email. We may from time to time record telephone conversations for training and security purposes.

When we request that you send us money then you should send it to our client account which is held at Lloyds Bank Sort Code 30-94-55 Account Number 42131068. We will not ask you to send money to any other account and you should not send money to any other account even if you receive an email or telephone call purportedly from us requesting funds be transferred elsewhere. We have no plans to change the account details. If in doubt,

please call the lawyer handling your case. We have no liability to you in the event you should send money to a different account other than that stated.

11. Data Protection

Most information which you give us is recorded or processed by us both manually and electronically. We do not make this information available to third parties without your consent. We are registered under the Data Protection Act 2018.

We use the information you give to us to provide you with legal services and for training and administration purposes. We may also use this information to provide you or other persons in your organisation with details of other services we offer or legal developments. If you no longer wish to receive such information you can opt out by contacting us.

12. Storage of Papers

After completing work for you, we will keep our file of papers (except for any you ask to be returned to you) for a period of six years from completion of a sale transaction or for a period of 15 years from completion of a purchase transaction on the understanding that after that period of time we have your authority to destroy the file. We will not, however, destroy documents such as title deeds that you ask us to deposit in safe custody.

We are happy to bring closed files out of storage to assist with answering your queries but will charge in the normal manner.

We may at our discretion destroy the original of your working file but will retain an electronic copy for a period of six years or 15 years from completion for a sale or purchase transaction respectively. Thereafter the electronic copy may be destroyed without further reference to you.

13. Ownership of Work

We retain the copyright and all other rights in all documents and other work, whether in writing or not, provided to you. You are granted a non-exclusive license to use such documents for the purpose for which they are provided but not otherwise. We may from time to time adapt, develop or use such documents/work for other clients and in other engagements.

14. Use of Advice

It is important that any advice we give to you is used only by you and only in the context for which it was intended. It is, therefore, a term of our engagement by you that any letters, documents, information or advice given by us to you will only be used in connection with the matter on which we are advising, and that you will not disclose or make available any details of our advice to any third parties without our prior written consent. Any advice given to you is for your personal use only and may not be passed on or resold in any form without our express written consent.

15. Complaints

No complaint may be made unless it is made within one year of the date of the act or omission being complained about, or within one year of you realising there was a concern.. The Legal Ombudsman does have direction to accept a complaint outside that time but you would need to demonstrate it is fair and reasonable to do so. The maximum amount of any claim made against us shall not exceed the minimum level of cover required by the Licensed Conveyancers Indemnity Rules. The current minimum level is £2,000,000.

If you have any queries or concerns about our work please speak to the person handling your case in the first instance.

If that does not resolve the problem to your satisfaction or you would prefer not to speak to the person dealing with your case then please take it up with a member of our customer service team who will discuss the matter with you, and if you feel necessary, address the issue through our formal Complaints Procedure. The Complaints

Procedure is set out on our website. Should this procedure not resolve your concern then you have a right to refer the complaint to the Legal Ombudsman. The Legal Ombudsman's contact details are as follows:

T: 0300 555 0333
E: enquiries@legalombudsman.org.uk
www.legalombudsman.org.uk
Legal Ombudsman, PO Box 6167, Slough, SL1 0EH

Unless it agrees there are good reasons not to do so, the Legal Ombudsman will expect you to allow us to consider and respond to your complaint in accordance with the procedure set out above in the first instance.

- You can refer your complaint up to 6 months after you have received our final written response to your complaint.
- You can also use the Legal Ombudsman service if we have not resolved your complaint within 8 weeks of us receiving it.
- A complaint can be referred to the Legal Ombudsman no later than one year from the date of the act or omission being complained about, or one year from the date when the complainant (client) should have realised there was cause for compliant.

The Legal Ombudsman deals with service-related complaints; any conduct-related complaints will be referred to the Council for Licensed Conveyancers.

If you make a valid claim against us for a loss arising out of work which we are legally responsible and we are unable to meet that liability in full you may be entitled to claim from the Compensation Fund administered by the Council for Licensed Conveyancers who can be contacted at WeWork, 120 Moorgate London EC2M 6UR

16. Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

This section applies to individual consumers only. If these Regulations apply to you, you have the right to withdraw, without charge, your instructions to us on any new matter within 14 days unless these have been given or confirmed to us at a meeting, or unless you have in the meantime agreed that we should begin work.

The cancellation period will expire 14 days from the day after the contract is entered into. To exercise the 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, fax or email). You do not need to give a reason for the cancellation. To meet the cancellation deadline, it is sufficient for you to send your communication exercising your right to cancel before the cancellation period has expired. If you cancel this contract we will reimburse to you all payments received from you.

We will make the reimbursement without undue delay and no later than 14 days after the day on which we are informed of your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested us to begin the performance of services during the cancellation period and then subsequently exercise your right of cancellation during the cancellation period you shall pay us an amount which is in proportion to what has been supplied until you have communicated to us your cancellation of this Contract, in comparison with the full contracted service.

17. Termination

Either of us shall upon written notice to the other at any time be entitled forthwith to cease to act or to terminate instructions respectively and thereupon we reserve the right to discontinue any further work regardless of the consequences.

Our authority to act for you shall continue until written notice of revocation of the authority has actually been received by us.

Where we feel a conflict of interest may occur which would preclude us from acting we reserve the right to cease acting and to recommend that you seek independent legal advice.

We accept no responsibility for undertaking further work or giving advice in relation to a particular matter after a final invoice has been delivered in respect of that matter and in particular we shall not thereafter be responsible for advising or reminding you of any further action which may be required to be taken even if you may be at risk of losing statutory or contractual rights or of incurring liability to third parties. Whilst every effort will be made to draw such matters to your attention as a matter of courtesy, failure to do so shall not impose upon us any contractual, implied or tortious liability for any loss or damage incurred after the date of the final invoice.

18. Limitation and scope of advice

We shall not be liable to you for the giving of advice outside the ambit of specific instructions received and in particular we do not offer advice on:

a. taxation (including without limitation Stamp Duty Land Tax, Annual Tax on Enveloped Dwellings, Value Added Tax or Capital Gains Tax);
b. financial implications of transactions; or
c. the physical condition of the Property or any liability to pay towards maintenance or remedial works via the Building Safety Act 2022 or any related or similar legislation

It is your responsibility to obtain or verify taxation and financial implications with your accountants, financial advisers or other suitably qualified specialists and to check the physical condition of the Property or the building of which it may form part with your surveyor, valuer or other suitably qualified building safety adviser.

Our liability to you is limited in the following ways:

a. We shall not be liable to you for any failure or delay or for the consequences of any failure or delay in the performance of your instructions if it is due to an event beyond our reasonable control including, without limitation, acts of God, war, industrial disputes, protests, fire, flood, storm, explosion, acts of terrorism and national emergencies.

b. Unless otherwise agreed with you in writing, our total liability to you in respect of our engagement for any loss, liability or damage howsoever caused, whether in contract (by way of indemnity or otherwise), in tort, misrepresentation, restitution or otherwise (in each case whether caused by negligence or not) and whether related to any act, omission, services provided to you or failure to act or delay in acting will be limited to £2 million (two million pounds sterling) in aggregate.

c. The extent to which any loss or damage will be recoverable by you from us will also be limited so as to be in proportion to our contribution to the overall fault for such loss or damage, taking into account any contributory negligence by you, your other advisers and/or any other third party responsible to you and/or liable in respect of such loss.

d. We shall not be liable to you for any indirect or consequential loss or damage whatsoever.

19. Agreement

Your continuing instructions will amount to your acceptance of these Terms of Business. The contract between us is governed by and construed in all respects in accordance with English Law and is subject to the non-exclusive jurisdiction of the courts of England.