



Terms of Business



1 Definitions

- 1.1 **Contract:** means the agreement between *you* and the firm as set out in the terms of business, client care letter and any other documents referred to within either the terms of business or the client care letter.
- 1.2 **These terms:** means these Terms of Business.
- 1.3 **The firm or this firm:** means McCarthy Webb Ltd and not any individual or group of individuals within the firm.
- 1.4 **We, us and our** (and other relevant first-person terms): means McCarthy Webb Ltd.
- 1.5 **You:** means each and every party to this contract (other than us).
- 1.6 In relation to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:
 - a) **Consumer:** means an individual acting for purposes which are wholly or mainly outside of that individual's trade, business, craft or profession
 - b) **Trader:** means a person acting for purposes relating to that person's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf. The firm is a trader for the purposes of these regulations.
 - c) **Distance contract:** means a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded.
 - d) **Off-premises contract:** means a contract between a trader and a consumer which is any of these:
 - i) A contract concluded in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;
 - ii) A contract for which an offer was made by the consumer in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;



- iii) A contract concluded on the business premises of the trader or through any means of distance communication immediately after the consumer was personally and individually addressed in a place which is not the business premises of the trader in the simultaneous physical presence of the trader and the consumer;
 - iv) A contract concluded during an excursion organised by the trader with the aim or effect of promoting or selling goods or services to the consumer.
- e) **Conclusion of the contract:** means the date you sign the Form of Acceptance to confirm acceptance of our Terms of Business or the date from which you continue to provide us with instructions following receipt of our terms.
- f) **Cancellation period:** means 14 days from the day of the conclusion of the contract.

2 Terms of Business

- 2.1 These terms may not be altered unless agreed in writing by Jayne McCarthy or Tina Webb.
- 2.2 You should read these terms carefully, along with your client care letter and any other documents referred to within that client care letter, as these documents set out the basis on which we will provide services to you and form the contract between us.
- 2.3 By accepting these terms, you are entering into a contract with the firm.

3 Responsibilities

- 3.1 Our responsibilities include advising you on the law, following your instructions, reviewing your matter regularly, and discussing with you whether the potential outcomes justify the expense and risks involved with your matter.

We are authorised, unless otherwise agreed, to take such action as we think necessary to obtain the required result. We shall not refer to the client for specific instructions every time we take a step. If, therefore, there is a limit to what we are required to do, or a limit to expenditure, we must be notified of this in advance.

- 3.2 Once a matter has ended, unless we expressly agree in writing otherwise:
- a) we are not responsible for updating our advice or documentation to reflect any later changes in the law or practice; and
 - b) we will not remind you about future deadlines or obligations relevant to that matter.
- 3.3 You need to provide us with clear and timely instructions, the information and documents required for us to do our work, and funds required.



4 Instructions

- 4.1 If we are advising more than one person (whether individuals, companies or other entities), we will, unless otherwise agreed in writing, act for those persons jointly and severally.
- 4.2 If you are instructing us jointly, it is your responsibility to tell us straightaway if you require more than one person to give us instructions in relation to your matter. Otherwise, we will accept instructions from any one person.
- 4.3 If you are a company or other commercial entity, it is your responsibility to tell us at the outset if you require more than one director (or equivalent) to give us instructions.

5 Information About This Firm

- 5.1 The firm's contact details are:
- a) **Name:** McCarthy Webb Limited, trading as McCarthy Webb
 - b) **Constitution:** Limited Company
A list of Directors is available for inspection at our registered office.
 - c) **Address:** Wish Mews, 21 Wish Road, Eastbourne, East Sussex, BN21 4NX.
 - d) **Contact number:** 01323 400530
 - e) **Email:** info@mccarthywebb.co.uk
 - f) **Website:** www.mccarthywebb.co.uk
 - g) **Hours of business:** 9am to 5pm (Monday to Friday excluding Bank Holidays)
Closed between 1pm and 2.15pm
 - h) **VAT number:** 984 6490 66
- 5.2 We are authorised and regulated by the Solicitors Regulation Authority (SRA) and our SRA ID number is 524643. This means that we are required to comply with a number of professional rules set out in the SRA Standards and Regulations which you can view at <https://www.sra.org.uk/solicitors/standards-regulations/>.
- 5.3 The SRA Indemnity Insurance Rules, in force from time to time, require us to take out and maintain Professional Indemnity Insurance with participating insurers. Information about the compulsory layer of Professional Indemnity Insurance we carry, including the contact details of our insurers and the territorial coverage of our insurance, are available on our website and in hard copy at our office or made available upon request.

6 Our Charges

- 6.1 The basis for our charges will be set out in your client care letter.
- 6.2 **Fixed fee services:**
If we charge on a fixed fee basis, this is based on the assumption that the work will be completed without any complications arising. If any unforeseen additional work is required, or if you change your instructions to us, we will either provide a revised fixed fee or agree that any additional work will be charged at the hourly rate of the person(s)



dealing with your matter. In either case, we will not carry out any further work until any changes to our original estimate have been agreed in writing.

6.3 **Hourly rate services:**

- a) If we charge on an hourly rate basis, hourly rates vary according to the experience of the person handling your matter. The hourly rates that apply to your matter are set out below:

Jayne McCarthy	Principal	£330
Tina Webb	Principal	£330
Rebecca Haywood	Head of Private Client	£330
Darcy Haren	Solicitor	£240
Paralegals and Assistants		£160-£170
Other support staff		£134

- b) We review our hourly rates from time to time, we will notify you in writing of any increase. If you do not accept the new rates after review, we reserve the right not to continue acting for you.
- c) You will be charged for time spent on your matter which will include: any meetings with you (and any third parties); considering, preparing and working on papers; correspondence; making and receiving telephone calls; research; internal consultations; and travelling. Time is recorded and charged in six-minute units at the applicable hourly rate. Therefore, this is the minimum amount of time we will charge for any piece of work undertaken on your matter.
- d) We add VAT to our fees applicable at the time that the work is completed.
- e) We reserve the right to charge separately for photocopying, printing, telephone calls, faxes, electronic funds transfers, catering and other support services, and travel, courier and other incidental expenses. Where applicable, we will charge VAT on our charges and expenses.
- f) Where we give you an estimate of costs, it is a guide to assist you in budgeting for your legal costs and is not fixed. We will do our best to keep you updated with the best costs information that we are able to provide at any one time. If you would like to agree a ceiling figure, above which we will not incur any further costs without your consent, please let us know as soon as possible.

7 Disbursements

- 7.1 All disbursements (expenses) which we incur in working on your matter will be payable by you in addition to our charges. Examples of these expenses include but are not limited to Land Registry and Companies House fees; search fees; Stamp Duty Land Tax (and similar taxes); fees charged by experts, agents, couriers and barristers; court fees; travel expenses and subsistence; international telephone calls; use of on-line databases; and telegraphic transfer fees. VAT is payable on certain expenses, which you will need to pay in addition.
- 7.2 We have no obligation to pay disbursements unless the client has provided us with the funds for that purpose.
- 7.3 We shall require such a payment in advance of search fees and other costs.

8 Paying Our Bills

- 8.1 The frequency of billing will depend on the nature of a matter. The frequency of billing for your matter is set out in your client care letter.
- 8.2 In some cases, particularly when litigation is involved or when we may need to incur substantial expense on your behalf, we may require you to provide a payment on account (payment in advance of us carrying the work out). Where we ask you for payment on account, we are not obliged to carry out any work on your matter until that payment has been made. A payment on account is not an estimate or fixing of charges, and our total charges may exceed the payment on account. Where, for any reason, a matter does not proceed to completion, we will be entitled to charge you for work done on a time spent basis and for expenses incurred
- 8.3 You must tell us straightaway if you have any form of legal expenses insurance that you think might pay for our bills.
- 8.4 If a third party agrees to pay our bills, you will remain responsible to us for payment until those bills have been paid in full.
- 8.5 Unless agreed otherwise, our bills are payable within 14 days of delivery. If we do not receive payment during this time, then we reserve the right to charge you interest on the outstanding amount at a rate which is 8% over Bank of England base rate. Interest will accrue from one month after the date of delivery of the bill to the date of payment and will be payable on demand. We may also retain any papers and documents belonging to you while payment for our bills is outstanding.
- 8.6 All bills, whenever they are submitted, will be for final bills for the period to which they relate but this does not prevent us from invoicing you for expenses for that period on a subsequent bill.



- 8.7 We are normally only able to accept cash up to a limit of £500 in any 28-day period. If you circumvent this policy by depositing cash direct with our bank, we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.
- 8.8 If we are providing services to more than one person whether individuals, companies or entities and we are asked to deliver bills only to one person, those bills will remain payable in full by all persons that we provide services to under this contract.
- 8.9 Where we hold money on your behalf, because we have received funds on your behalf or you have made payment on account, we may use this money towards payment of our bills. We will advise you if we do this.
- 8.10 Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.
- 8.11 You can make a complaint about a bill using the firm's complaints procedure which is available upon request. You may also have the right to complain to the Legal Ombudsman (see clause 23.11) or to apply to the court for an assessment of the bill under part III of the Solicitors Act 1974.

Please note that:

Residential and Commercial Property Transactions

We will deliver a bill following the exchange of contracts or if the matter proceeds straight to completion, prior to this date and payment is required:

- on a purchase: prior to completion;
- on a sale: at completion. If sufficient funds are available on completion, and we have sent you a bill, we will deduct our charges and expenses from the funds;
- otherwise when an account is prepared and a detailed costs analysis is undertaken.

Administration of Estates

In administration of Estates we normally submit interim invoices at regular intervals during the administration, starting with issue of the Grant of Probate / Letters of Administration.

Other Matters

In all other matters our normal practice is to notify you of the sum of money that we should hold on account of costs and disbursements. The matter will then be billed regularly, sometimes monthly.

If a bill is delivered in a concessionary figure ('but say') and remains unpaid after one month we reserve the right to credit the account with the amount of the 'but say' bill and to render a full account for all work done on the basis of a detailed costs analysis.

9 Limitation on Instruction

9.1 What we will not advise upon

Unless there is a specific and express request by you, we will not advise upon the following:

- Any form of UK or overseas taxation
- Any planning issues, other than as may be revealed in the result of a local search
- Financial advice
- Any matters relating to adjacent or adjoining properties
- Valuations and surveys
- Verification of plans, dimensions and boundaries for any property. We strongly recommend that you carry out your own site inspection or instruct a surveyor to undertake this for you

9.2 What we will not do

- Advise any third parties not related to the matter of any developments
- Provide undertakings on your behalf
- Agree unrealistic timescales
- Complete any transaction unless we have funds available to do so
- Pay out any monies unless we have funds available to do so

9.3 Acting for Lender

We may also be acting for your proposed lender in a transaction. This means we have a duty to make full disclosure to the mortgagee of all relevant facts relating to you, your purchase and mortgage. That will include disclosure of any discrepancies between the mortgage application and information provided to us during the transaction and any cashback payments or discount schemes which a seller is providing you. If a conflict of interest arises, we must cease to act for you in this matter.

10 Your Money

10.1 Interest Policy

- a) Where we hold money in a client account for you, the SRA Accounts Rules require us to account to you for interest where it is fair and reasonable to do so in all the circumstances. This is typically where we are holding a substantial amount of money for a significant period of time.
- b) Our interest policy shall be kept under review and may change if the Bank of England base rate increases or decreases. Interest rates payable on client accounts are currently around 1.45% and the Bank of England base rate is 5.25%. Therefore, the rate of interest available on client accounts is lower than rates of interest which can be obtained on other bank or building society accounts.



- c) For cleared funds paid into a client account, the firm may account for interest unless one of the following circumstances apply:
 - i) The amount of interest calculated on the balance held is £50 or less; or
 - ii) The client money was held in cleared funds in client account for a period of five working days or less.
- d) We will usually account to you for interest under our interest policy (if above our de minimis during the period) on a quarterly basis and/or at the end of the matter.

10.2 Banking

- a) The firm operates its client accounts through National Westminster Bank Plc.
- b) It is unlikely that we will be held liable for losses resulting from a banking failure.
- c) The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation scheme for customers of deposit providers (banks, building societies, etc.). The FSCS can pay compensation (up to £85,000) to consumers if a deposit provider is unable, or likely to be unable, to pay claims against it. Some temporary high balances (up to £1 million) are also covered for up to six months; these relate to balances in transactions involving property, a legacy from an estate of a deceased person or money held on behalf of a deceased person for the purpose of administering their estate. Please ask for further details if you require them.
- d) The £85,000 FSCS limit applies to an individual client, so if you hold other personal monies in the same deposit-taking institution as our client account, the limit remains £85,000 in total. Some deposit-taking institutions have several brands, i.e. where the same institution is trading under different names, so you should check with your deposit provider, the FCA or a financial adviser for more information. Further information regarding the FSCS can be found at www.fscs.org.uk and their contact telephone number is **0800 678 1100** or **020 7741 4100** (for international callers).
- e) If a banking failure occurs in relation to any deposit provider which holds money that we have deposited on your behalf, we will seek consent from you to disclose to the FSCS all relevant details in our possession about you and the money that we hold on your behalf with such a deposit provider. Please note that if you withhold consent to our disclosure of your details to the FSCS in such circumstances, you may forfeit any right you may have to receive compensation from the FSCS where a banking failure occurs in relation to a deposit provider holding money which we have deposited on your behalf.



11 Limitation of Liability

11.1 Our liability to you for a breach of your instructions shall be limited to £3 million, unless we expressly state a higher amount in the letter accompanying these terms of business.

11.2 We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profits or opportunities. We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence. Please ask if you would like us to explain any of the terms above.

This liability cap will apply to our aggregate liability to you together with any associated party for whom you are acting as agent in relation to the relevant matter on any basis.

11.3 Proportional liability: In addition to the other limitations in this document, where we and/or third parties are responsible for any loss suffered by you, our liability for that loss will be limited to a fair proportion of your total loss calculated by reference to the extent of our responsibility. If you have engaged others to represent or advise you on a matter in which we are involved and you agree with any of them that their liability to you will be limited, in order that our position is not adversely affected by any such limitation of their liability, you agree that our liability to you will not exceed the amount which would have applied in the absence of that limitation.

11.4 Third party liability: If you start proceedings against us for loss or damage and there is another person (for example, another adviser) who is liable (or potentially liable) to you in respect of the same loss or damage, then you will (if we so request) join them into the proceedings. This is subject to any legal prohibition against your joining them in that way.

11.5 We have an interest in limiting the personal liability of employees, consultants and partners. Accordingly, you agree that you will not bring any claim against any individual employee, consultant or partner in respect of losses which you suffer or incur, arising out of or in connection with our engagement or the services we provide. The provisions of this paragraph will not limit or exclude the firm's liability for the acts or omissions of our employees, consultants or partners. The provisions of this paragraph are intended for the benefit of our employees, consultants and partners but the terms of our engagement may be varied without the consent of all or any of those persons.

11.6 We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for fraud nor for death or personal injury caused by our negligence, nor for negligence in contentious business, insofar as the Solicitors Act 1974 s60(5) precludes the exclusion of such liability.

Please ask if you would like us to explain any of the terms above.



12 Rights of Third Parties

- 12.1 Our advice is for your benefit only. Save as expressly set out, our agreement with you is not intended to confer rights on any third parties whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 12.2 No other person may see or rely on our advice without our written consent and subject to the conditions that we impose at the time.

13 Undertakings

- 13.1 The firm's policy as to the giving of an undertaking is to confirm with you your agreement and, as appropriate, your written instruction to the undertaking to be made. As necessary we will require monies on account to cover the cost of the undertaking to be provided.
- 13.2 Undertakings given by or on behalf of LLPs/ other incorporated/limited entities/companies cannot be enforced by the courts as the practices in themselves are not officers of the court and therefore cannot be compelled by the court to perform the undertaking, award compensation or become subject to potential contempt proceedings in respect of the undertaking.
- 13.3 Should it be deemed necessary to provide an undertaking in your matter, our liability to you, as to the extent to which such an undertaking in the firm's name can be enforced, is limited to £3 million which has been approved by the firm's PII.

14 Storage of Documents

- 14.1 After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and disbursements.
- 14.2 We will keep our file of your papers (except those papers you ask to be returned to you) in a secure storage area under our control of six years from the date of the final invoice, after which time they will be securely destroyed. We will not destroy documents you ask us to deposit in safe custody. However, should any of your documents be lost or damaged as a result of events beyond our reasonable control we will not be liable for their replacement or for any resultant loss.
- 14.3 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 for: time spent producing stored papers that are requested; and reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers. Unless otherwise agreed with you in writing, those charges will be at our hourly rates applicable at that time.

15 Confidentiality and Data Protection

- 15.1 Our use of your information is subject to your instructions, the Data Protection Act 2018 ('DPA') and our duty of confidentiality. Therefore, we keep information passed to



us confidential and will not disclose it to third parties unless expressly or implicitly authorised by you, except in the following circumstances:

- a) if required by law;
- b) if we are required to provide information to professional service providers (such as expert witnesses, auditors or other advisors) for legal, regulatory and compliance purposes;
- c) if we need to notify our professional indemnity insurer of a circumstance that could lead to you making a negligence claim against the firm under the terms of our policy – in such a scenario, we will disclose information about the potential negligence we have identified on an anonymous basis in the first instance; conversely, where we need to notify our professional indemnity insurer of an actual claim for negligence being made by you, it will be taken that by lodging such a claim, you are implicitly authorising us to release your details so that we can deal effectively with such a claim;
- d) if we are required to provide information to selected third parties (including barristers and consultants) who assist us with legal, financial, administrative, information technology and other services; or
- e) if that information has entered the public domain other than as the result of our unlawful disclosure.

15.2 If we engage a third party in connection with your matter, we will put in place an agreement requiring them to treat your information as confidential.

15.3 The firm is the data controller (for the purposes of the DPA) of personal data that you provide to us. This means that the firm has a duty to comply with the provisions of the DPA when processing your personal data.

15.4 We use the information you provide primarily for the provision of legal services to you and for related purposes including (but not limited to): updating and enhancing client records; analysis to help us manage our practice; statutory returns; and legal and regulatory compliance.

15.5 If you are an individual, you have rights under the DPA. These rights are:

- **The right to be informed and the right of access** – You can request a data subject access request (DSAR) by emailing the supervisor of your matter or emailing our Compliance Officer for Legal Practice (COLP) Jayne McCarthy jayne@mccarthywebb.co.uk with the details of the personal data that you want to access.
- **The right to rectification** - Please contact the supervisor of your matter to rectify any information that we hold. In some cases, we may ask to see proof of this change of data.
- **The right to erase** - To request to erase any data that we hold on you please contact your supervisor or the COLP. Please also bear in mind if we are in the

middle of a matter this may affect our capability to act for you. If this is the case, we will discuss this with you.

- **The right to restrict processing** - To request a restriction of processing please notify your supervisor or our COLP who will contact you to discuss the requirements of your requested restriction. Please bear in mind that some restrictions may prevent us from acting on your behalf. If this is the case, we will discuss this with you.
- **The right to data portability** - To request this please contact your supervisor or our COLP who will discuss the format you would like your data in when you make a DSAR.
- **The right to object** - If you wish to object to any processing (irrelevant if consent has been provided previously), please contact the supervisor of your matter or the COLP who will discuss your needs with you and action your request. Bear in mind, depending on the extent of the request this may prevent us from acting on your matter.
- **Rights in relation to automated decision making and profiling** - The firm does not conduct any solely automated decision making or profiling.

15.6 These rights are absolute, but there are some cases where our legal obligations override data subject rights. (For example, keeping data for anti-money laundering purposes, notifying the NCA of any money laundering suspicions without notifying you).

15.7 We retain data as needed under the DPA.

15.8 Should you have any queries concerning these rights, please contact our COLP at our office.

15.9 If you are unhappy about any aspect of how we process your data, you have the right to complain to the ICO who are the UK's supervisory authority in charge of upholding information rights in the interest of the public. Please see their website at www.ico.org.uk for more information.

16 **Disclosure of Information to Our Professional Indemnity Insurance Provider**

If we have to make a notification under the terms of our professional indemnity policy, information about you and your file may be seen by our insurers. Your file may, therefore, be seen by an assessor or another person unconnected with the firm in the future, unless you have notified us that they do not agree to this.

17 **Disclosure of Information for Property Transactions**

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



- 17.2 You must disclose all information which may affect your liability for stamp duty land tax or other stamp duty (duty) as we can then ensure you pay the correct duty. If you fail to disclose all information (and if in doubt, please disclose it as it can be discounted if it is not relevant) you must accept full liability for any penalties or action or other proceedings that any authority may take against you for failing to disclose information which resulted in a duty or greater liability to pay such duty.

18 Security of Communications

- 18.1 Where you provide us with fax or computer network addresses for sending material to, we will assume, unless you tell us otherwise, that your arrangements are sufficiently secure and confidential to protect your interests.
- 18.2 The Internet is not secure and there are risks if you send sensitive information in this manner or you ask us to do so. Data we send by email is not routinely encrypted, so please tell us if you do not want us to use email as a form of communication with you or if you require data to be encrypted.
- 18.3 We will take reasonable steps to protect the integrity of our computer systems by screening for viruses on email sent and received. We expect you to do the same for your computer systems. Neither you nor we shall have any liability to each other in respect of any claim or loss arising in connection with such a virus or defect in an electronic communication other than where such claim or loss arises from bad faith or wilful default.
- 18.4 It is very unlikely that we will change our bank account details during the course of your matter. In any event, we will never contact you by email to tell you that our details have changed. If you receive any communications purporting to be from this firm, that you deem suspicious or have any concerns about (however slight), please contact our office straightaway.

19 File Auditing and Vetting

- 19.1 The firm may become subject to periodic auditor quality checks by external firms, companies or organisations, for the purpose of assessing the firm's compliance with its regulatory obligations and to obtain/ maintain specialist accreditations which improve our practice. This could mean that your file is selected for checking. It is a specific requirement imposed by us that these external firms, companies or organisations fully maintain confidentiality in relation to any files and papers which are audited/quality checked by them.
- 19.2 Your files may also be re-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 new business.



- 19.3 If you do not wish your file to be used in either of the ways outlined above, please let us know as soon as possible.

20 Referrals to Third Parties

- 20.1 If we recommend that you use a particular firm, agency or business, we shall do so in good faith and because we believe it to be in your best interests. However, if that particular firm is not another firm of solicitors, then you will not be afforded the regulatory protection of the Solicitors Regulation Authority (SRA), the SRA's Codes of Conduct and SRA Indemnity Insurance Rules, nor shall you be entitled to the benefit of the SRA Compensation Fund.
- 20.2 We will only refer, recommend or introduce you to a separate firm, agency or business where you have given us your informed consent to do so.

21 Anti-Money Laundering

- 21.1 We are professionally and legally obliged to keep your affairs confidential. However, we may be required by law to make a disclosure to the National Crime Agency where we know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.
- 21.2 We will not accept any liability for any loss caused to you or any other party as a result of our refusal to proceed with a matter or transaction or otherwise complying with our legal obligations.

22 Financial Services

- 22.1 We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the SRA. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/register.
- 22.2 The Law Society is the designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation has been delegated to the SRA (the independent regulatory body of the Law Society), and responsibility for handling complaints has been delegated to the Legal Ombudsman. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with either of these bodies.
- 22.3 The limited regulated activities that we carry out are issuing certain insurance policies, such as after the event legal expenses insurance, defective title insurance and other property indemnity insurance (such as breach of covenants, absence of easement, lack of planning permission, unknown rights and covenants policies).



- 22.4 Any insurance policy arranged by us on your behalf, shall, in our opinion, be adequate to meet your needs, but you are hereby informed that we do not recommend any policy over and above any other and that it is your responsibility to check that you are satisfied with the excess levels, exclusions, limitations and other policy terms. We do not conduct a fair analysis of the insurance market prior to arranging insurance policies. You can request details of the insurance undertakings with which we conduct business at any time.
- 22.5 You must provide us with details of any relevant existing insurance policies you may have at the outset. We will not be liable to you for any losses you sustain as a result of your failure to provide us with such details.

23 Complaints

- 23.1 This firm is committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received, in the first instance it may be helpful to contact the person who is working on your case to discuss your concerns and we will do our best to resolve any issues.
- 23.2 If you would like to make a formal complaint, please contact Jayne McCarthy, who is a Director at this firm, on 01323 400530 or jayne@mccarthywebb.co.uk or by post to our Wish Mews office. We have a procedure in place which details how we handle complaints which is available on request and on the firm's website. Making a complaint will not affect how we handle your case.
- 23.3 We have eight weeks to consider your complaint. If we have not addressed it within this time, or you remain dissatisfied with our handling of your complaint, you may complain to the Legal Ombudsman.
- 23.4 Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint and
- within one year from the date of the act or omission about which you are complaining occurring or
 - within one year of when you should reasonably have realised that there was cause for complaint.
- 23.5 The Legal Ombudsman will look at the complaint independently and any investigation by them will not affect how we handle your case. Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve the complaint with us in the first instance and you have suffered significant financial loss, stress or inconvenience, or detriment which deems it proportionate for them to investigate.



- 23.6 As well as your right to complain about any of our bills under our complaints procedure, you can also apply for the bill to be assessed by the court under Part III of the Solicitors Act 1974, in which case the Legal Ombudsman may not consider your complaint.
- 23.7 You should be aware that, when your complaint relates to a bill, the Legal Ombudsman will not consider your complaint while your bill is being assessed by a court.
- 23.8 A complainant to the Legal Ombudsman must be one of the following:
- a) An individual;
 - b) A business or 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);
 - c) A club, association or organisation, the affairs of which are managed by its members/a committee/a committee of its members, with an annual income net of tax less than £1 million when it referred the complaint to the firm; or
 - d) A trustee of a trust with a net asset value less than £1 million when it referred the complaint to the firm; or
 - e) A personal representative or beneficiary of the estate of a person, who, before he/she/they died, had not referred the complaint to the Legal Ombudsman; or
 - f) A charity with an annual income net of tax less than £1 million when it referred the complaint to the firm
- 23.9 The complaint must relate to the services which the firm:
- a) Provided to you; or
 - b) Provided to another person who procured them on behalf of you; or
 - c) Provided to an estate of a person who is deceased where you are a beneficiary of that estate; or
 - d) Provided to (or as) trustee where you are a beneficiary of the trust; or
 - e) Offered, or refused to provide to you
- 23.10 For more information on the Legal Ombudsman's rules and requirements, please see their Scheme Rules dated April 2023, which are available on their website.
- 23.11 Legal Ombudsman Contact Details:
- a) Address: PO Box 6167, Slough, SL1 0EH.
 - b) Telephone: 0300 555 0333
 - c) Email: enquiries@legalombudsman.org.uk
 - d) Website: www.legalombudsman.org.uk

The firm is committed to ensuring that all Partners, Directors, Members, Consultants and Employees give their full co-operation to the Legal Ombudsman in the event of any dispute or complaint against the firm.

23.12 In addition to the Legal Ombudsman, the SRA can help you if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic. However, the SRA are not able to deal with issues of poor service.

23.13 Solicitors Regulation Authority Contact Details:

- a) Address: The Cube, 199 Wharfside Street, Birmingham, B1 1RN.
- b) Telephone: 0370 606 2555
- c) Email: report@sra.org.uk (or there is a 'Contact us' form available on the website)
- d) Website: www.sra.org.uk

24 Alternative Dispute Resolution (ADR)

Alternative complaints bodies such as **ProMediate** (www.promediate.co.uk/) and **Small Claims Mediation** (scmreferrals@hmcts.gsi.gov.uk) (0300 123 4593) exist which are competent to deal with complaints about legal services should both you and our firm wish to use such a scheme.

25 Termination

25.1 You may end this contract (and therefore, your instructions to us) at any time by writing to us by post or email (see clause 5.1 of these terms for details). You will be liable to pay our charges up until that point. These are calculated on an hourly basis plus expenses/by proportion of the agreed fee as set out in your client care letter.

25.2 We may be entitled to keep all of your documents and deeds while there is money owing to us (including charges and disbursements which have not yet been billed).

25.3 We may end this contract (and therefore cease acting for you) in relation to any matter or all of your matters. We will only do this where we believe we have a good reason and upon informing you in writing, giving you reasonable notice of our decision. Examples of a good reason include:

- where you have not given us sufficient instructions;
- where you have not provided appropriate evidence of identification;
- where we reasonably believe that the relationship between you and us has broken down; or
- it comes to our attention that you/individuals controlling the entity are/become a 'designated person' (i.e. a sanctioned individual or entity) part-way through the matter or we have concerns about acting for you for reasons relating to the UK sanctions regime more generally.

25.4 If your matter does not conclude, or we are prevented from continuing to act because of our legal obligations or professional rules, we will charge you for any work we have



actually done. Our charges will be based on our hourly rates applicable at that time (and where a fixed fee has been agreed, the charges will not exceed that fixed fee).

- 25.5 If we cease acting for you, we shall (where relevant) inform the court or tribunal that we no longer act for you and shall apply to be removed from their records. We may charge you for doing so at our hourly rates applicable at that time.
- 25.6 If we do have to cease acting for you, to the extent permitted by law and our professional obligations we will explain your options for pursuing the matter and will work with you to minimise disruption to your matter or matters.
- 25.7 In any event we will be considered to have ceased acting for you:
- a) Upon our completion of the specific services that you have retained us to perform; or
 - b) when more than six months have elapsed from the last time we furnished any billable services to you.

The fact that we may inform you from time to time of developments in the law which may be of interest to you, by email, newsletter or otherwise, should not be understood as a revival of a lawyer-client relationship. We have no obligation to inform you of such developments in the law unless we are specifically engaged to do so.

26 Cancellation Rights

- 26.1 If you are an individual consumer (and not a business entity) and if our contract with you is a 'distance contract' or an 'off premises contract', you have the right to cancel this contract within 14 days from the day of the conclusion of the contract (the 'cancellation period'). This right exists in accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- 26.2 This right will typically exist where we take instructions from you outside of our offices, for example during a visit to you, or by a means of distance communication such as over the telephone or by email. However, if you are unsure whether these cancellation rights apply to you, please contact us immediately upon receipt of these terms.
- 26.3 Please refer to the cancellation notice at the end of these terms for further information about your right to cancel and the conditions attached to the same.
- 26.4 **Where cancellation rights apply under these regulations, we will not start work on your file for 14 days from the day of the conclusion of the contract because the regulations prevent us from doing so unless you instruct us otherwise. If you would like our service to start within 14 days of the day of the conclusion of the contract, please mark the relevant box under the Instructions for Cancellation notice below stating your wishes and return a copy to us.**



- 26.5 Once we have started work on your file within the cancellation period, on your instruction, you will be charged for any work done if you then cancel your instructions. You will have to pay us an amount which is proportionate to the work completed until we receive notice of cancellation from you, in comparison with the full coverage of this contract. These charges will be applied on the same basis as set out in clause 6 of these terms and where a fixed fee has been agreed, the charges will not exceed that fixed fee.

27 Applicable Law

- 27.1 These terms and your client care letter shall be governed by and interpreted in accordance with English law. Any disputes or claims concerning this contract and any matters arising from it shall be dealt with only by the courts of England and Wales.
- 27.2 If any provision of this contract is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this contract which shall remain in full force and effect.

28 Payment

If an account remains unpaid and we commence legal proceedings against you in order to recover the sums you owe us then we will be entitled to recover from you the legal costs that we incur in connection with those proceedings at our standard hourly rates, together with all disbursements (including fees of counsel and any other lawyers engaged by us in our attempts to recover payment from you).

29 Force Majeure

We shall not be liable to you if we are unable to perform our services as a result of any cause beyond our reasonable control.

30 Severability

If any provision in these terms of business or our accompanying client care letter is or becomes invalid, illegal or unenforceable then it shall, to the extent required, be severed and shall be ineffective and the validity of the remaining provisions shall not be affected in any way.



Instructions for Cancellation

These instructions for cancellation only apply where clause 26 of the Terms of Business applies.

Right to cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us, McCarthy Webb at Wish Mews, 21 Wish Road, Eastbourne, East Sussex, BN21 4NX or 01323 733493 or info@mccarthywebb.co.uk of your decision to cancel this contract by a clear statement (eg a letter sent by post, fax or email). You may use the attached 'Cancellation Form', but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about 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 to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation from this Contract, in comparison with the full coverage of the contract.



Cancellation Notice Form

COMPLETE, DETACH AND RETURN THIS FORM

ONLY IF YOU WISH TO CANCEL THIS CONTRACT

To McCarthy Webb Wish Mews 21 Wish Road Eastbourne East Sussex BN21 4NX
(info@mccarthywebb.co.uk):

I/We* hereby give notice that I/We* cancel my/our* contract for the supply of the following service*:

Reference number (located at the top of the Client Care Letter).....

Date of initial instructions:

Name of consumer(s):

.....

Address of consumer(s):

.....

Signature of consumer(s) (only if this form is notified on paper):

.....

Date:

* Delete as appropriate.