



# CLIENT CARE GUIDE AND TERMS OF BUSINESS

## PART 1 – CLIENT CARE GUIDE

Shared Direction Conveyancing believe that a good relationship between us and our clients is essential to a successful transaction. This guide is intended to assist in that relationship and covers the following matters:

- Quality of service
- How you can help us to help you
- Email and SMS Text Messages
- What to do if a problem arises

This guide should be read in conjunction with our Terms of Business (Part 2).

### 1. Quality of service

We pride ourselves on the standard of service and legal advice we give to all our clients and we want to make sure that our service meets your expectations. We will put your interests first when representing you and aim at all times to meet the following standards of client care and good practice:

**Management** – At the outset of the transaction we will advise you of the name and status of the fee earner who is responsible for your matter, as well as details of the head of the department. We will also provide you with contact details of the person who is to be your main point of contact and will update you if this changes during the transaction.

**Information** – We will provide you with details of what we will do on your behalf and aim to make sure that your expectations are realistic. We will tell you about any developments and update you as the work proceeds. Prior to accepting instructions to act for you we will have advised you of the likely costs, should this estimate change then we will let you know.

**Clarity** – We will make every effort to explain things clearly and in terms you can understand, keeping jargon to a minimum. Before your transaction completes we will give you a clear bill which shows the work done and the amount charged, and a statement which details all other financial aspects of the transaction.

**Response** – We will respond to your correspondence and phone calls in a timely manner. We will ensure that if the person who is dealing with your case is unavailable there is always someone else available to assist, generally this will be a colleague in the same department.

**Equality and Diversity** – We will treat all clients fairly, and not discriminate against anyone because of their race, sex, sexual orientation (sexuality), age or disability. A copy of our Equality and Diversity Policy is available to clients on request.

**Conveyancing Quality Scheme** - We are accredited as part of the Law Society's Conveyancing Quality Scheme. The scheme is designed to improve transparency of transactions, raise service levels and provide better communication and a more efficient process. To achieve this, we need your authority to enable us to share information with other parties involved in this transaction and any related chain of transactions.

By instructing us to act on your behalf you will be confirming that we have your authority to provide information to other parties in accordance with the Law Society Conveyancing Protocol. If you do not wish us to do so, please advise us immediately.

### 2. How you can help us to help you

We can only give our best advice and service if the information you give us is accurate and complete. You can help us to do our best for you by telling us what we need to know and providing documents when we ask for them.

- Please tell us at the start what you expect of us so that we can agree with you what is possible to achieve; and if you have any special needs relating to the service you want to receive.
- Please tell us if you have personal time limits or targets which might not be obvious to us, or if your expectations change.

- Please make sure that you always understand what we have discussed. If you are not sure, please tell us.
- Please contact us quickly if we ask for instructions, documents or information.
- Please tell us if you change address or phone number, or if your circumstances change in a way that may affect the way we deal with your matter.

### 3. Email and SMS text messages

We routinely use email to communicate, and whilst we have normal levels of security in place you should note the following:

- Email is not a secure means of communication, so there is always the risk of confidential information falling into the hands of a third party. We accept your instructions on the basis that (unless you instruct us to the contrary in writing) we are free to use this means of communication with you and with others on your behalf if we see fit.
- Please do not use email as a means of sending urgent communications unless you have checked that the person handling your matter is actually available to deal with it – our staff will usually leave a message on their email system to advise if they are away from the office for any substantial period, however illness, unexpected sudden absence or occasional IT failure may prevent this message being received.
- We will respond to emails as soon as possible, but please note that receipt of your communication does not mean that the addressee is always able to deal with it right away, even if in the office. Because of the need for clients to receive considered advice, our staff are encouraged to avoid 'off the cuff' responses, hence an instant response to an email may not always be appropriate.
- Because we receive numerous spam messages every day we have installed a control system to filter them out and delete them before they reach the desks of our staff. Items with no subject matter, or just "FWD:" or "RE:" or "Hi" or "Hello" or similar are unlikely to be delivered.
- It will assist us to ensure that business emails are not deleted inadvertently if clients ensure that the subject matter line of any email sent contains a clearly 'business-related' heading (e.g. the address of the property), including our reference would be even more helpful.
- During the course of conveyancing transactions, we may provide you with progress updates by SMS text message. Please note that these messages are for information only and we do not have the facility to receive replies to them.

### 4. What to do if a problem arises

Our aim is to give our clients the highest quality service at all times. We promise that if things go wrong, we shall do our best to sort the matter out fairly and quickly. If you feel you are not receiving the service that you expected please let us know. It is only when our client tells us about any dissatisfaction that we can put matters right.

In the event of a problem, you are entitled to complain. Please follow the procedure set out below if you wish to complain:

- First, tell the person looking after your matter who will try to resolve the issue to your satisfaction.
- If he or she is not the Head of Department for your matter and if you are still unhappy, please contact the Head of Department setting out the nature of your complaint.
- If the Head of Department has not been able to resolve the issue to your satisfaction, please contact the firm's Complaints Director Wayne Moore-Read in accordance with our Complaints Policy which can be found here:  
<https://www.sdc-legal.co.uk/complaints-policy>
- If you are still not satisfied, you can complain to the Legal Ombudsman. They will, however, expect you to have followed the steps set out above and will not generally investigate a complaint about a firm of solicitors unless that firm's complaints procedure has been followed.

Remember - Let us know immediately if you are not happy with the professional service you are receiving from us. We will be pleased to consider all your comments about our service. Your suggestions can help us to improve the service we give all our clients.

The SRA Codes of Conduct for solicitors and for firms of solicitors, which between them contain our professional rules, may be found at:

[SRA Code of Conduct - Solicitors](#)  
[SRA Code of Conduct - Firms](#)

This version of our Terms of Business applies from 21<sup>st</sup> February 2025.

## PART 2 – TERMS OF BUSINESS

These Terms of Business will apply to all work undertaken by this firm for you (now or in the future), until such time as we supply you with an updated edition, although we may not always send you fresh copies each time unless you specifically request them from us. English law applies to this agreement between us and the English Courts will have sole jurisdiction.

### 1. Defined Terms

In these terms of business “we” or “our” refer to Shared Direction Conveyancing Limited (“the Company”) registered in England and Wales under No 14234963 and whose registered office is at Suite 3, Orchard House, Orchard Street, Canterbury, Kent CT2 8AJ. Shared Direction Conveyancing is the trading name of the Company. Our VAT registration number is GB 425 8179 77 and our SRA registration number is 8001389.

Your relationship is solely with the Company and the Company has sole legal liability for the work done for you and for any act or omission in the course of that work. No director, consultant or employee of the Company will have any personal liability for that work whether in contract, tort or negligence. In particular, the fact that an individual director, consultant or employee signs in their own name any letter or document in the course of carrying out that work, does not mean that they are assuming any personal legal liability for that letter or document.

Where in the course of our dealings or in these terms of business we use the word “partner” this is intended to refer to a director of the Company or an employee or consultant with equivalent standing and qualifications, and will not imply that any such person is carrying on in business with others in partnership for the purposes of the Partnership Act 1890.

### 2. Fees

You will always be told, as early as possible, what our fees will be, or the basis of our fees in a particular matter. Our fees will usually be:

- On a fixed basis; or
- Fixed on a scale basis, according to value

If we cannot fix a fee, we will agree the basis of our charges with you, which would usually be based on time spent, and (where possible) give you an idea of the total cost.

VAT at the basic rate for the time being in force (currently 20%) has to be added to all fees. Where we have quoted an amount for VAT or have quoted a VAT inclusive sum, this will have been based on the VAT rate applicable at the time of the quote. Our final charge will include VAT at the rate applicable at the time we charge you and, if there has been a change in the VAT rate, may be more or less than what we quoted.

#### Where a fixed fee is agreed:

- We will send to you a quotation at the beginning of the matter setting out what those fees will be and details of any other payments so far as these can be ascertained at that stage.
- If the transaction for which we have agreed a fixed fee becomes more complicated than we had expected, or if we carry out other work for you, we reserve the right to charge for any additional work on a time basis. However, we will tell you in advance if that becomes necessary.

#### Where fees are (wholly or partly) on a time basis:

- Time we spend is recorded (including letters, emails and telephone calls, meetings with you and others, travelling and preparation) in six minute units (routine letters written are charged as one unit; those received as a half unit).
- The hourly rate charged will depend on the status of the person dealing with it and the nature and complexity of the matter itself. We will normally tell you the rate when we write to you, but if not, you will be charged at the hourly rate of £220.
- We will bill you at regular intervals throughout the retainer. The intervals will normally be at least quarterly, unless the nature and stage of the case makes it appropriate to bill you at different intervals or unless we have agreed otherwise with you.

All accounts are payable within 28 days of delivery. You will be liable to pay interest on overdue accounts at 5% above our Bank's Base Rate. If

you disagree with the level of your bill then, as explained in the Client Care Guide, you are entitled to make a complaint about this.

Debit cards payments are acceptable for our fees and initial money on account, but are not acceptable for payment of a deposit or balance to complete on a conveyancing transaction.

When we hold monies “on account” we will pay from the same any out of pocket expenses / disbursements that need to be incurred on your behalf. Occasionally we may be required (due to location of property or requirements of mortgage lender to incur) to undertake searches not mentioned in the quote, these will be paid from the monies on account.

Monies on account will be shown on any final invoice / completion statement we provide to you. We request money on account at the beginning of a transaction and may also request further monies on account if required, we would also do so should we need to give an undertaking on your behalf to pay a third party's costs.

We reserve the right to cease to act for you if you do not pay our accounts within the specified timescale; or if you do not make a payment on account of fees or disbursements when requested.

#### Conveyancing Transactions – Additional Points to Note:

If the matter does not proceed to completion then, unless you took up our Fee Protection Scheme when you initially instructed us and your matter aborted prior to exchange, we will be entitled to charge you for the work we have done on your behalf on a proportionate basis. Our fees on an abortive matter will not exceed the agreed fixed fee. Should your matter go abortive after exchange we will charge at least 75% of our fee, plus the fees for compliance and archiving.

In cases where completion is delayed for a period of 28 days or more (for example where completion takes place on notice) we may request payment of 75% of this firm's costs and VAT at exchange of contracts, with the balance to be paid on completion.

Payment in full in cleared funds is required at least one working day before completion. This includes not only our own fees but all disbursements for the entire transaction, even items like stamp duty land tax which are not actually incurred until after completion.

Where there are sufficient cleared funds held by us on completion, the amount of our account will be deducted from such monies.

On the sale of a leasehold property (including any shared ownership property) we may have to hold back a retention from the sale proceeds in relation to service charges charged to the buyer but relating to the seller's period of ownership. This requires us to keep the file open and often enter into considerable correspondence after completion. If so, we will charge £100 plus VAT for administering the retention.

If we are acting for you on a purchase, there are some situations where additional work is required for which we would charge a further fee:

- If the seller's title is not yet registered at the time your purchase completes - £150.00 plus VAT
- Investigating title to and reporting on the terms of a Superior Lease - £150 plus VAT
- If there are any Restrictions on the title in favour of a Superior Landlord or Management Company - £125 plus VAT each
- If a Deed of Covenant is required - £175 plus VAT
- Where indemnity insurance is required - £80 plus VAT to arrange a policy or £50 plus VAT to approve a policy arranged by others
- Where completion is “on notice” - £150 plus VAT
- Serving notice on a third party e.g. superior landlord or management company - £50 plus VAT each (no fee charged for serving a Notice of Charge on an HA or their solicitors)
- Liaising with third party solicitors on a related sale which we are not dealing with - £200 plus VAT
- If you are buying using Forces Help to Buy - £250 plus VAT
- Advising on Japanese Knotweed - £50 plus VAT
- Advising on solar panels (houses only) - £50 plus VAT

The local search fee we quote is based on a "personal search", these are quicker and cheaper than an "official" search with the council. Personal searches are accepted by most lenders, but some insist on official searches. We will submit our search based on the information you provide as to your intended mortgage lender, as it is impractical to wait until your mortgage offer is issued before doing so. If you switch lenders after we have done a personal search to one that requires an official search, you will have to pay for both searches.

On a New Build purchase we carry out a local search and flood search as standard, on all other purchases we obtain a "search pack". Other searches are available should the buyer wish us to undertake them and a mortgage lender may in some cases require us to do some additional searches. If additional searches are carried out we will charge a fee of £50 plus VAT for doing the searches and reporting on the results.

If you are buying with a mortgage, please note:

- Our quote shows a fee for acting for the lender of £195 plus VAT, this is the minimum fee we will charge. If your mortgage offer shows a higher fee than this we will charge the fee shown in the offer, subject to a maximum of £500 plus VAT.
- If your lender uses the LMS, Lender Exchange or Smoove portals we will charge an additional £75 plus VAT
- If you change lender after we have reviewed your mortgage offer and sent you the Mortgage Deed for signing we will charge £150 for the work on the mortgage that you didn't use, in addition to the standard charge referred to above.
- Where we have to deal with external solicitors acting for your mortgage lender we charge £750 plus VAT for doing so.
- If we are required to obtain a signature to an Occupier's Consent Deed we will charge £50 plus VAT.
- We will take steps to ensure that cleared funds are available in time for completion. The lender may charge interest from the date of dispatching the funds, resulting in interest being payable for a day or two prior to completing your purchase.

On any new build and/or shared ownership purchase, we will collect an additional £100 from you on completion. This money will be used to cover any additional costs incurred after completion, such as extra Land Registry searches that may be required. Once your title has been registered and we are ready to close your file, we will return any unspent money to you.

We will endeavour to advise you of any third party costs not mentioned in our quotation (such as Management Company fees for providing a consent to a purchase) during the course of the transaction if we are advised that any such fees are payable. If we cannot do so, or if the fee increases beyond that we advised, then such expenses remain payable by you and will have to be paid to us after completion so we have the funds to make the payment on your behalf.

Land Registry and Bankruptcy searches are only valid for 6 weeks and 3 weeks respectively, these therefore sometimes have to be renewed, in which case you may be charged more for these than the sums shown in the quotation.

### 3. Payment of Interest Policy

Any money received from you will be held in our Client Account. We are not generally permitted to hold large sums for a substantial period of time.

We will pay interest on any sum greater than £5,000 that is held for longer than 3 months. Interest will be paid at the rate published by Metro Bank from time to time as being payable on its Client Premium Deposit Account – [click here](#) for details.

If, however we are holding a large sum for a prolonged period of time you may wish to ask us to investigate the possibility of opening a separate interest-bearing designated deposit account for your funds, in which case any interest accrued on those funds would be paid to you gross (it will be for you to account to HM Revenue & Customs for tax due on such interest).

### 4. Postage and Bank Charges

Whilst we do not make a general charge to clients for the cost of posting letters and documents, where documentation is sent by Royal Mail Special Delivery, the cost of this will be passed on to the client and we are required to add VAT to this cost.

As a result of changes in the postal system, we are now receiving more and more letters from clients who underpay postage. As well as causing us the inconvenience of attending the local sorting office to collect the

mail, we also have to pay the excess postage charges together with any underpayment.

We have therefore decided that to be fair to all our clients, we will impose a charge of £5 plus VAT for any underpaid items; similarly, if we underpay the postage on your letters, we will (upon proof of such underpayment) send you the sum of £5 for any underpaid items.

Where we incur any bank charges caused by referral or cancellation of any cheque or other payment, we reserve the right to collect those charges from you as disbursements.

All payments will be made in Sterling unless we have your signed instruction to the contrary. All charges for currency are your responsibility. Where any transfer of funds is to be made by bank transfer rather than by cheque, a charge of £40 plus VAT will be made.

### 5. Limitation of Liability

Our duty is to act on your reasonable instructions, subject to our legal and professional duties as solicitors, although we have the right to cease to act for you if you do not give us instructions when requested which enable us to deal with your matter properly.

These terms and conditions set out the rights and obligations as agreed between you and us only. All work done and advice provided is for your use and benefit only and our duty of care is to you only, not to any third parties. Nothing in our agreement will confer on any third party any benefit or right to enforce any of these terms and conditions or to rely on any work done or advice provided.

Many property transactions have tax implications. Our retainer does not extend to the giving of advice on taxation matters and if necessary you must seek independent advice from an accountant or other taxation adviser.

We advise on English law, and not on foreign or religious law – if advice in those areas is needed, it should be sought elsewhere.

If whilst acting for you we make a mistake, by which we mean we breach any of our duties to you, we may be liable to compensate you. If so, you agree that our liability is limited as follows:

- It is the Company that is liable, not any director, consultant or employee of the Company.
- Our maximum liability is limited to £3,000,000 for any one claim. We do not accept liability for any losses above this unless special arrangements have been made in writing at the outset of our instructions.

Our mandatory level of Professional Indemnity Insurance covers the firm's practice in England and Wales and is provided by Axis Specialty Europe SE, Policy Number OSO23055177A.

We have no liability to you, either contractual or in the tort of negligence, for any loss or damage arising out of our compliance with any statutory or regulatory requirement in connection with any Money laundering legislation (details of this legislation are set out in section 9 of these Terms of Business). Your instructions to us are accepted on this basis.

### 6. Confidentiality

Legal and professional duties may occasionally affect our ability to meet our desired standards of confidentiality to you. For example, the legal duty to release information about suspicions of money laundering (which includes many forms of criminal or fraudulent activities, however minor), or our duty to the Court can override our duty to keep your affairs confidential or to put your interests first.

In addition, most mortgage lenders require solicitors who are acting for them as well as the borrower to agree to disclose all relevant information which may affect the lender's decision to lend. Such information may be confidential to you, but none-the-less we will have a duty to the lender to disclose it. For this reason, for the purpose of any mortgage that you are taking we would advise you that the usual solicitor/client duty of confidentiality will not apply, and we will be at liberty to provide your mortgage lender with any information that they require. If this is not acceptable to you, then you must advise us in writing now.

Please note also that files may be required for internal or external checking and your consent to this is given by your continued instructions to us, unless you notify us otherwise now and in writing.



## 7. Storage of Concluded Files, Deeds & Documents

Our computer system does not allow us to close any file on which we are holding client monies. At the end of a transaction, therefore, should we find that we are holding money on your behalf we will return this to you. We have found in the past that where small sums are refunded by cheque clients have not presented the cheque for payment, which means that we cannot close our file.

If we send you a cheque for a sum of less than £10 and the cheque hasn't been presented for 6 months and goes out of date, we reserve the right to instead pay the money to a charity of our choice.

It is our practice to retain files for a number of years following the completion of a matter. The Solicitors Regulation Authority and mortgage lenders require us to keep our files for a minimum of six years, and also now permit us to retain electronic copies of our files, which we reserve the right to do. We charge an archiving fee of £40 plus VAT to cover the costs of retention and destruction. After the expiry of six years from completion of your transaction, we will arrange for the file to be confidentially destroyed (and/or any electronic file to be deleted) without further reference to you.

We do not normally make a charge for retrieving stored papers, deeds or other important documents in relation to continuing or new instructions to act for you. However, we may charge you a fee for copying documents if requested in connection with a transaction where we are not acting for you. We may also make a charge based on the time we spend on reading papers, writing letters or other work necessary to comply with your request where we do not continue to act for you.

## 8. Data Protection

We use the latest case management software to enable us to give the best possible service to our clients. To do so we store your details on a computer and retain that information after the completion of your transaction to enable us to access your records should any query arise. We do not give your details to anyone else without your authority.

We may use information about you, which you or others provide to us for the provision of legal services, for administration and for marketing including advising you about our services, events and publications. We may show this information to such of our agents and contractors as need to see it and to others for the purpose of providing legal services.

By accepting these Terms of Business, you agree to your details being retained on our computer database. You also consent to us retaining all documentation supplied in relation to AML until such time as we destroy your physical and/or electronic file, notwithstanding that this may be a longer period than that generally permitted by AML legislation.

You have a right to ask for a copy of the information we hold on you at any time and to have that information corrected if it is inaccurate.

## 9. Anti-Money Laundering

We must comply with the Money Laundering Regulations 2017 (as amended) regarding money laundering and proceeds of crime. The Proceeds of Crime Act 2002 creates a number of offences relating to the proceeds of crime and non-disclosure of the same.

The "proceeds of crime" are any money/property/asset which has arisen as a result of any crime, and includes, for example, monies (however low in value) saved as a result of tax evasion, benefit fraud or mortgage fraud, whether that money has been saved or spent.

This legislation has a number of effects on us:

### Identity:

- We are required to obtain and retain certain evidence of the identity and address of our clients, and (in the case of a company or partnership or similar) confirmation of the authority of the person to represent organisations in their dealings with us. We will not usually start work on your behalf until we have that information, but if we do then under no circumstances will we proceed to exchange of contracts on a conveyancing transaction without our requirements having been met.
- We will use an on-line service provided by a third-party organisation to undertake identification checks against you. A small administration charge will be payable by you for this check as illustrated in your quote. By accepting these Terms

of Business, you authorise us to undertake such searches and to retain copies of the results.

### Source of Funds and Third Party Payments:

- Where we receive funds greater than £5,000 on your behalf, we are additionally required to obtain evidence of the source of those funds. Please note we shall not be able to use those funds on your behalf until we have that information. We will use the same on-line service that we use to verify your identity to assist us in verifying the source of your funds.
- Should monies be provided in connection with your transaction by a third party (other than your mortgage company) then we will also need to check their identity, and if appropriate the source of those funds, in the same way as for yourself.
- Our quotation includes our standard charge for dealing with anti-money laundering compliance (ID / Source of funds).
- In the event that we are required to source a gifted deposit or money that is coming from abroad we will charge an additional £150 plus VAT. These fees are charged per gift / foreign payment, not per transaction.
- Should the AML aspects prove to be more complex than expected we reserve the right to charge an increased fee but will advise you if this becomes necessary.

### Reporting to NCA:

- We have to report, without telling you, to the National Crime Agency (NCA) any activity that we suspect may involve the proceeds of crime.
- In some circumstances we may have to stop acting for you as a consequence of the anti-money laundering legislation. Even if the NCA give permission for the case to continue, it can pass the information received to any relevant body, such as HM Revenue & Customs, and an investigation may as a result take place at any time in the future.

### Cash Payments:

- Our firm's policy is to only accept cash up to £1,000. We will not accept higher amounts than this being brought into our offices under any circumstances.
- In exceptional circumstances higher sums of cash may be paid direct into our bank account, but only by prior arrangement with ourselves. Please note that if we agree to accept payment of more than £1,000 in cash, we will need to make appropriate checks regarding the source of the funds and we reserve the right to pass on any costs incurred in connection with this.

## 10. Conflict of Interests

It is our practice to check for conflicts of interests before taking on engagements. We act for a variety of clients and cannot be certain that we will identify all situations where a conflict may exist at the outset of the matter. If we do discover any conflict of interest, we will advise you immediately and also set out what steps need to be taken. Please advise us of any circumstances known to you where any potential conflict may arise which will affect our appointment.

## 11. Joint Clients

Where two or more people are jointly clients, please note that we require authority signed by all in order to release deeds or other papers or property. Please also note that we will make any cheques for funds due to you payable to all unless otherwise authorised by all in writing.

Save as set out above, by accepting these Terms of Business, your instructions to us now authorise us to act upon the instructions of either/any one of you throughout your case.

There may be occasions where on a conveyancing transaction we are acting for not only you, but also the other party to your transaction. The Solicitors Regulation Authority lays down strict rules about when we can do so, which we always follow. By accepting these Terms of Business, you agree to us acting for the other party to either your purchase or any related sale provided that the Solicitors Regulation Authority rules are followed.

Joint purchasers of a property require detailed advice regarding the options available to them for how to legally own a property jointly. Although we provide generic advice on this, it is useful for clients to have detailed discussions about whether a Trust Deed is appropriate and / or Wills are required with an expert in this area.

We recommend that clients speak to Squiggle Consult, a third party organisation, who can advise you better than we can on these aspects. By providing the consent requested on the "Acceptance of Conveyancing Quotation", you are consenting to us passing your contact details to them. Should you choose to use their services you would need to engage with them directly.

## 12. Investment advice

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 distribution activity, which is broadly the advising on, selling and administration of insurance contracts.

This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at [www.fca.gov.uk/register](http://www.fca.gov.uk/register).

If during this transaction you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority, as we are not.

## 13. Financial Services Compensation Scheme (FSCS)

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

We currently hold our client account funds in Metro Bank. The £85,000 FSCS limit will apply to each individual client, so if you hold other personal monies yourself in the same bank as our client account, the limit remains £85,000 in total, so it may be advisable to check with your own bank as some banks now trade under different trading names. In the event of a bank failure you agree to us disclosing details to the FSCS.

If a corporate body client is not considered a small company by FSCS, then they will not be eligible for compensation.

## 14. Referral Fees and Commissions

Solicitors are permitted to pay fees or commissions to individuals or organisations (estate agents, mortgage brokers and the like) that refer work to them. We have entered into such referral fee arrangements with several organisations, and details of any fee that may be applicable to your own transaction will be supplied to you.

There is actually no effect upon you, the Client, with regard to these referral fee arrangements, since our own independence in acting for you, and in your best interests, is not affected. We are professionals, and conscious of the fact that our duty is to act in your best interests, and not the best interests of the referrer.

We do not charge you anything extra in respect of the referral fee (which is usually in the region of £150 to £250 per case), and indeed we view referral fees as part of our own office overheads.

From time to time we will receive small commission payments (for example if we undertake a Local Search using a search agent) and in the event that we receive such a payment of £25 or less it is our policy to retain such sums, whereas, save as mentioned below, any commissions received of a higher amount than this will be passed to you.

In the event that you engage our recommended third party in relation to the preparation of a Trust Deed or the preparation of a Will or Wills, they will pay us a commission equal to 20% of the fee that they charge you and by accepting these Terms of Business you are consenting to us retaining these monies.

If you have any queries regarding referral fees or commissions, please feel free to discuss the matter with us.

## 15. Changes to documents

The Land Registry now have very precise requirements in respect of documents that they will accept from us when we submit an application to them following completion of a property purchase. This may necessitate minor amendments being made to documents that you have signed.

A few examples:

- If you signed a lease which omitted your middle name we would need to add it into the lease before the same would be acceptable.
- The address must appear in an identical way in all documents, even minor differences are unacceptable.
- When the Housing Association's title isn't registered at the time our client's purchase completes, we have to use a superior title and then amend it to the correct one later.
- Often leases are prepared with all SDLT or joint ownership options still showing and we need to delete the incorrect options
- Dates often need to be inserted that are missing at the time the lease is completed e.g. the commencement date of the term, the date of the Power of Attorney under which the HA signed
- Other minor typographical errors

By accepting these Terms of Business, you are consenting to us making any such minor amendments to the documentation that may be required in order to secure registration at the Land Registry, and initialling the same on your behalf, without being required to obtain your specific authority each time.

We confirm that we will not make any amendments in this manner that are in any way adverse to your interests, we will always obtain your specific informed consent to any material changes to any documentation.

## 16. Conveyancing Foundation Charity Lotto

All of our conveyancing clients have the opportunity to enter into the Conveyancing Foundation Charity Lotto which is designed to generate revenue for charity and to offer you the opportunity to win £500 towards the cost of your conveyancing.

If you choose to enter the competition, we will add a £10 cost to the sums we collect from you on completion of your transaction which will be shown on your Completion Statement (you can change your mind at any time up to completion). The cost of entering the competition is £1, the additional £9 will be a donation to The Conveyancing Foundation (Registered Charity no.116130). The £9 charity donation will also attract gift aid at 25%, making a total charitable donation of £11.25.

The Conveyancing Foundation supports a number of charities and causes over the course of the year, with different charities supported by the various law firms whose clients enter the competition. All money raised from Shared Direction Conveyancing's clients will be passed to our nominated charity, which changes on an annual basis, details of which can be found on our website.

How it works: You enter the monthly competition upon completion of your property transaction. The competition winner is announced at the start of each month in respect of the previous month's entries. The winner's basic legal fees, up to a maximum of £500, are reimbursed by the Conveyancing Foundation. Please note that all disbursements and additional legal fees associated with your transaction will be payable in any event. The competition applies to one transaction only and so the fees on sale and purchase transactions will only be reimbursed on the appropriate individual transaction.

Should you choose to enter the competition at a total cost to you of £10 then, by doing so, you agree that £9 is to be treated as a donation to the Conveyancing Foundation Charity and that the charity will reclaim 25p of tax on every £1 that you have donated. By entering the competition, you are consenting to us providing the Conveyancing Foundation with your details and contact information in order to facilitate the collection of Gift Aid on your donation.

When you enter the competition, we will ask you to sign to confirm that you are a UK taxpayer and have paid an amount of Income Tax / Capital Gains Tax that is at least equal to the amount of tax that all the Charity and CASC organisations that you donate to will reclaim on your donations for the current tax year.

We may wish to use your details if you win the competition to help promote our nominated charity and the Conveyancing Foundation Charity Lotto to other clients and our business contacts. By entering the competition you are, in the event that you win, consenting to us promoting you as winning the competition.

In the event that you require additional information in relation to the Conveyancing Foundation Charity Lotto, please do not hesitate to contact us.

# CANCELLATION

Your rights under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

- This is an 'off –premises' contract and 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 on which we were informed of your decision to cancel the contract.
- To exercise the right to cancel this contract, you must inform us of your decision by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the cancellation form attached to the back of these Terms of Business, but it is not obligatory.
- If you choose to cancel, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by e-mail) without delay.
- 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, 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 BACS system and will therefore require bank details from you. The bank details should be the same as those we received payment from. You will not incur any fees as a result of the reimbursement.
- If you requested to begin the performance of legal services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

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## CANCELLATION FORM

(Complete and return this form only if you wish to cancel the contract)

Client 1 Name:..... Client 2 Name:.....

Client 1 Address:..... Client 2 Address:.....

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Which service are you cancelling?..... File reference:.....

By signing below, I / we hereby confirm that I / we wish to cancel our contract for services with Shared Direction Conveyancing:

Signed:..... Signed:.....

Dated:..... Dated:.....