Our Terms & Conditions

We aim to provide excellent service to you. This document tells you:-

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1. The Quality of Service we provide :-

A. We aim to reply to correspondence within three working days and return all telephone calls the same day, whenever possible.

B. At the outset, whenever appropriate, we will confirm in writing to you :-

- your instructions to us;
- any advice that we have given;
- the approximate time the matter will take;
- what action we will be taking;
- when you are next likely to hear from us;
- what action we need you to take;
- the best estimate we can give as to the likely costs;
- and any further information we need from you.

C. Whilst dealing with your matter we will endeavour to :-

- keep you informed of progress;
- advise you of any delays and explain the reasons;
- explain the effect of any important documents;
- inform you if a costs estimate needs revising;
- explain any changes of personnel affecting your matter; and
- if you so wish, send you copies of important letters (but, remember, it will inevitably cost you more
- if you ask for copies of all letters).

D. At the end of your matter we will :-

- write confirming the outcome;
- explain any continuing consequences;
- render our bill as promptly as possible;
- account to you for all money due to you.
- return to you any papers and property to which you are entitled, subject to any right to retain them
- if our bill has not been paid.

E. Files Retention – Files and papers for your matter are retained in accordance with our Files Retention Policy. Please do not hesitate to ask for a copy of this Policy. A lien over files, papers and documents that we hold is reserved in respect of unpaid fees.

F. Please note that we do not owe a duty of care to anyone other than our clients.

2. You can help us by :-

- giving us clear instructions;
- telling us if you have any important time limits;
- making sure we have understood each other correctly. Ask us if you are not sure about anything; dealing with any important questions that arise promptly;
- keeping in regular touch. Don't feel afraid to ask for a progress report, if you are worried about anything or do not hear from us when you expect;
- informing us promptly of any change of address, email address or other contact details.

3. Complaints Procedure, Regulation and Professional Indemnity Insurance

A. The vast majority of our clients are very satisfied with the service we provide. If you feel that something has gone wrong please tell us so that the matter can be put right at an early stage.

B. If you are dissatisfied in any way about the handling of your matter, or if you wish to challenge or complain about our Bill, please discuss this with the person who has conduct of your matter and hopefully the problem can be resolved at that stage.

C. If you remain unhappy, please inform the person dealing with your matter that you are still not satisfied and we will provide you with a copy of our Complaints Policy. (A copy of this Policy is also available on request). We will then do our best to deal with and resolve your complaint in accordance with our Complaints Policy.

D. If matters are not resolved through our Complaints Procedure to your satisfaction, you may at the end of that procedure or after a period of eight weeks from the date of making the complaint to us make a complaint direct to the Legal Ombudsman ('LeO' whose contact details are set out below). Ordinarily a complaint must be made to the LeO within six months of receiving a final written response from us regarding your complaint. For exceptions to both time scales see the LeO website. As well as individuals, some, but not necessarily all, Trustees, Personal Representatives, Beneficiaries of an Estate, Charities and "Microenterprises" can complain to the LeO. Please refer to their website for more details about this. The LeO can investigate claims up to six years from the date of the problem happening or three years from when the complainant should reasonably have known there was cause for complaint. There are further detailed provisions relating to certain other

time limits please refer to the LeO website for the current guidance about these.

Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ.
Tel: 0300 5550333
Email: enquiries@legalombudsman.org.uk Website:
www.legalombudsman.org.uk

The link to the Online Dispute Resolution platform is http://ec.europa.eu/odr. The email address to contact us with regard to Online Dispute Resolution is info@sharmanlaw.co.uk

E. Regulation. Sharman Law LLP trading as Sharmans is authorised and regulated, like a vast majority of other solicitors in England and Wales, by The Solicitors Regulations Authority (the SRA). The Professional Rules for Solicitors can be accessed on the SRA website: www.sra.org.uk

F. Professional Indemnity Insurance. We maintain Professional Indemnity Insurance cover fulfilling the requirements of the Solicitors Regulation Authority. Details of our insurers and the scope of our cover are available on request.

4. Our Charges and Payment Terms :-

A. When taking your instructions we will endeavour to :-
discuss how your legal charges are to be met; give you the best information we can as to likely cost e.g. by agreeing a fee with you, or providing you with an estimate of costs, or explaining how our costs will be calculated.

B. Value Added Tax (VAT) and all payments out which we make on your behalf (disbursements) will be added to our accounts. Our VAT registration number is GB 197 4308 33.

C. You can :-
set a limit on costs to be incurred, and ask for details of what costs have been incurred, at any stage.

D. We will endeavour to tell you what costs have been incurred normally every six months when a matter takes some time.

E. We reserve the right to ask you for payments in advance and on account of our costs and disbursements, especially for Court/Tribunal work. We may need to ask you for further payments as the matter progresses. If any payments are not made within 14 days we reserve the right to cease acting.

F. Payment of our bills are due when the account is presented.

G. There are provisions in the Solicitors Act 1974 g to "assessment" of costs which give you the right to have a bill checked by an officer of the Court.

H. Interest will be charged from the date of the bill at the statutory rate specified in respect of judgment debts from time to time on all bills remaining unpaid after one month from the date of the bill until final discharge of all monies due.

I. A bill will be automatically referred to our Credit Control Department one month after it has been rendered if it is not paid in that time. We reserve the right to suspend or terminate working for you on any current matter(s) if payment of any invoice is not paid in accordance with our Payment Terms.

J. A Lien is reserved over certain files, papers and Deeds and documents until all costs and disbursements have

been settled in full.

K. We can accept payments in respect of our bills by cheque, debit card or credit card or direct to our client account. Please be aware that if you pay by credit card then there is a 2.585% additional charge. We will not accept cash payments save in very exceptional circumstances.

L. We reserve the right to cease acting if the invoice sent to you remains unpaid after one month of the date of issue.

5. Office Hours :-

Our offices are open Monday to Friday from 9.00 a.m. to 5.15 p.m. Our offices are equipped with answerphone facilities for use out of hours and during staff training and similar sessions.

6. Safekeeping of Wills and Deeds

We are happy to store Wills and Deeds for clients in our Strong Rooms free of charge, but we reserve the right to make a charge for extracting, scheduling and forwarding / handing over deeds, if they are requested at a future date.

7. Client Information and Other Leaflets :-

We have leaflets which provide details of the services we offer and these are available on request.

8. Insurance, Mediation Work, Financial Services & Client Monies

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The SRA is the independent regulatory body of the Law Society.

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority) (FCA) 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 SRA. The register can be accessed via the FCA website at www.fca.org.uk/register.

Sometimes conveyancing/family/probate/company work involves investments. We are not authorised by the FCA and so may refer you to someone, who is authorised to provide any necessary advice. However, we can provide certain limited services in relation to investments, provided they are closely linked with the legal services that we are providing to you, as we are regulated by the SRA.

This firm banks with Lloyds Bank Plc. In the unlikely event of that Bank failing for any reason, it is unlikely that this firm will be held liable for losses resulting from the Bank's failure, because reasonable care has been taken in the selection of that Bank. You should also be aware that the £75,000 Financial Services

Compensation Scheme (FSCS) limit applies to each individual Client and so if you hold other personal monies in this Bank the limit remains at £75,000 in total.

Please note that some deposit taking institutions have several brand names under which they trade. You should

therefore check with your Bank, the FSA or a financial adviser for more information. You will be deemed to have agreed for us to disclose to the FSCS your financial details in the event of a failure of this Bank.

9. Equality and Diversity Policy

We are committed to promoting equality and diversity in all our dealings with Clients, third parties and employees and we have a written Policy. A copy of it is available on request.

10. Proof of Identity and Confidentiality

A. Proof of identity :-

In order to comply with the law on money laundering, we need to obtain evidence of your identity as soon as practicable. If you have not already done so, we should be grateful if you would provide us with documents to verify your identity and address, as set out in our Explanatory Note about identification

B. Confidentiality :-

Solicitors are under a professional and legal obligation to keep the affairs of their Clients confidential. This obligation however is subject to a statutory exception; legislation on such matters as tax and benefit fraud and evasion, money laundering and terrorist financing places. Solicitors are under a legal duty in certain circumstances to disclose information to the National Crime Agency (NCA). Where a Solicitor knows or has reason to suspect that a transaction or matters on behalf of Clients involves money laundering or terrorist financing or involves property which is or has been acquired by the proceeds of crime the Solicitor may be required by law to make a disclosure of money laundering to NCA. If that happens we are not able to inform you that a disclosure has been made or of the reason for it because the law prevents us from "tipping off", which is itself a criminal offence. This may involve not necessarily our Client or the property of a Client, but for example property including real property, which a Client is attempting to lease or purchase from another party, when we as Solicitors acquire knowledge or suspicion as to how that property was obtained.

C. Please note that as a result of the Government's Money Laundering policy and mortgagees' requirements, we may be required to investigate and approve the sources of all funds.

D. Please note that files may be selected and audited by our professional regulator or relevant Quality Standards bodies or our accountants and if you or your matter has been referred to us under a Referral Agreement by the Referrer. Accordingly the right for your file to be externally audited is reserved