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1. OUR CONTRACT

1.1. Extent

- 1.1.1. Beeton Edwards LLP is a Limited Liability Partnership registered in England and Wales with number OC344745 (VAT Registration Number 948 3095 91). We are authorised by the SRA and our authorisation number is 510662.
- 1.1.2. These Terms of Business issued by Beeton Edwards LLP ("the Firm"), as supplemented and/or amended by any relevant Engagement Letter; apply to each Matter we work on for you.

1.2. Variation

- 1.2.1. No variation of these Terms shall be effective, unless it is in writing and is signed by one of our Partners.

1.3. Defined terms

- 1.3.1. In these Terms of Business:
- 1.3.2. "the Firm": the Firm means Beeton Edwards LLP and any successor practice and any service company owned or controlled by or on behalf of the Firm or any of the Partners (references to 'we', 'us' or 'our' in these Terms of Business are references to the Firm);
- 1.3.3. "Associated Entities": means (where you are a body corporate) your shareholders, directors (as individuals not acting together as the Board), officers and employees, subsidiaries, parent companies, and subsidiaries of parent companies, and (where you are a trade association) your individual members;
- 1.3.4. "Credit Period": means the period of seven (7) days from the date of our invoice for our fees and/or expenses;
- 1.3.5. "Documents": means Documents Held For You, Our Documents and Your Documents;
- 1.3.6. "Documents Held For You": means documents we create or receive on your behalf (including communications from or with third parties, notes of conversations and meetings, draft and final documents, and instructions to and opinions of barristers);

1.3.7. "Engagement Letter": means, in relation to any Matter, the letter (or other agreement) recording the basis of our engagement;

1.3.8. "Force Majeure": means any circumstance beyond the reasonable control of the party affected by it and includes telecommunications failure, power supply failure, terrorism, fuel strikes, severe weather, computer breakdown, failure of suppliers to meet delivery requirements, industrial disputes and absence of personnel due to illness or injury;

1.3.9. "Matter": means any specific transaction, dispute or issue in relation to which you ask us to provide Services whether or not it has been defined in an Engagement Letter or other agreement;

1.3.10. "Our Documents": means documents (other than Documents Held for You) which we create or receive for our benefit (including copies of our letters to you, your letters to us, notes of telephone conversations and meetings with you for which we have not charged you, and our preliminary drafts, research materials and internal notes);

1.3.11. "Partner": means a Member of the LLP, we will refer to Partners throughout our documents which is synonymous with Partner;

1.3.12. "Services": means all services we provide to you in relation to the relevant Matter;

1.3.13. "We", "us", and "our": means or refers to the Firm;

1.3.14. "You": includes the addressee of the relevant Engagement Letter and any other person identified in the Engagement Letter as our client and "your" shall have a cognate meaning; and

1.3.15. "Your Documents": means documents which you give or lend to us to enable us to provide Services.

2. OUR AUTHORITY AND SERVICES

2.1. Our Authority

- 2.1.1. You give us full authority to act for you to the fullest extent necessary or desirable to provide the Services. In

particular, we may engage barristers and other third parties and otherwise incur on your behalf reasonable expenses of a type which it is necessary or desirable to incur in relation to the Services in question.

- 2.1.2. If we so require, you will contract directly with any third party so engaged by us and assume direct responsibility to them for the payment of their fees and expenses.

2.2. Our Services

- 2.2.1. In delivering our Services we will:

- treat you fairly and with respect;
- communicate with you in plain language;
- review your Matter regularly;
- advise you of any changes in the law that affect your Matter; and
- advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your Matter

- 2.2.2. The Partner at the Firm named in any Engagement Letter as the “Supervising Partner” will be the Partner primarily responsible for the provision of our Services. That Partner has complete discretion to deploy such of our lawyers, trainee lawyers, paralegals or other staff as she/he deems necessary or desirable to ensure appropriate delivery of the Services.

- 2.2.3. We only advise on the Laws of England and Wales. Where a transaction or other work also involves the laws of another jurisdiction it is your responsibility to ensure that competent advice has been taken in a timely manner and that we have been provided with a full and complete copy of that advice.

We may require that you contract directly with certain third parties and assume direct responsibility to them for the payment of their fees and expenses.

3. YOUR RESPONSIBILITIES

- 3.1. You will (so far as you are practicably able to do so):
- 3.1.1. provide us with clear, timely and accurate instructions, and the

information and materials necessary or desirable for us to perform the Services for you in a timely manner;

- 3.1.2. notify us promptly of any changes or additions to instructions, information and materials previously provided by you or on your behalf; and
- 3.1.3. ensure that all information provided to us is complete in all material respects and not misleading; and
- 3.1.4. safeguard any documents that may be required for your Matter, including documents that you may have to disclose to another party.

4. CLIENT CARE CODE

- 4.1. We want you to be happy with every aspect of our Service. We therefore operate a Client Care Code, the principles of which are as set out below:

- We are committed wholeheartedly to the professional standards laid down by the Solicitors Regulation Authority.
- You will be told clearly at the outset the issues and how we advise they be dealt with, and the immediate steps we will take on your behalf.
- You will be regularly informed of the progress of your Matter.
- We will explain to you by telephone or in writing the legal work required as your Matter progresses.
- We will update you on the likely timescales for each stage of this Matter and any important changes in those estimates. Whenever there is a material change in circumstances associated with your Matter, we will update you on whether the likely outcomes still objectively justify the likely costs and risks.
- We will update you on the cost of your matter at the intervals set out in the Engagement Letter. If appropriate, we will continue to review whether there are alternative methods by which your matter can be funded.

- 4.2. The Engagement Letter notifies you of the following details:

- the name of the person or persons who is/are dealing on a day to day basis with your matter (the “Fee Earner”); and
- the name of the Supervising Partner.

- 4.3. You will be told the name of the new fee earner if the matter is transferred from one fee earner to another.
- 4.4. We cannot guarantee that the Fee Earner or Supervising Partner will be available on demand, but we will do our best to get back to you promptly and efficiently.
- 4.5. If you do not understand anything, please always ask.
- 4.6. At the end of your Matter you will be sent a bill with a letter confirming the Matter has been completed and, where necessary, summarising any continuing consequences.
- 4.7. The Firm's policy is to only accept up to £500.00 in cash payments from clients. If you try to avoid this policy by depositing cash directly with our bank, we may charge you for any additional checks necessary to prove the source of the funds. Checks shall be necessary at our discretion in order to comply with our legal and regulatory obligations. 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.

5. HOURS OF BUSINESS

- 5.1. The normal hours of opening at our offices are between 9.00 a.m. and 5:30 p.m. on weekdays. Messages can be left on the answerphone outside those hours and appointments can be arranged at other times when this is essential.

6. FEES AND EXPENSES

6.1. General

- 6.1.1. Unless otherwise agreed in the Engagement Letter, our fees will be calculated principally by reference to the time spent by us in providing the Services at the fixed hourly rates applicable to the relevant staff.
- 6.1.2. We may, in accordance with professional guidelines, also charge a premium (where reasonable to do so) to take account of the nature, responsibility, complexity, value and urgency of the Services and other criteria specified in those guidelines.
- 6.1.3. The fixed hourly rates of each of our Partners, Solicitors, Trainee Solicitors, Case Handlers, paralegals and other staff are reviewed from time to time and we will inform you of any variation in these rates and the date upon which they take effect.

- 6.1.4. You will be responsible for paying the expenses we incur in the course of providing the Services (including travel and subsistence expenses, search and filing fees, court fees and barristers', foreign lawyers' and other third parties' fees and expenses). We have no obligation to pay for such expenses unless you have provided us with the funds for that purpose.

- 6.1.5. VAT will be charged at the appropriate rate on all fees and expenses.

6.2. Limited Companies

- 6.2.1. When accepting instructions to act on behalf of a limited company, we may require a Director and/or Controlling Shareholder to sign a form of personal guarantee in respect of our fees and expenses. If such request is refused, we will be entitled to require payment on account or to stop acting and require immediate payment of our fees already incurred on a time spent basis and expenses as set out above.

6.3. Payments on Account

- 6.3.1. We may require you to make a payment to us on account of our fees and expenses at any time and on more than one occasion. Money paid on account which is not subsequently required for fees and expenses will be returned promptly.
- 6.3.2. We are not obliged to credit payments on account against interim invoices but may do so if you fail to make prompt payment.

6.4. Quotations and Estimates

- 6.4.1. Any cost estimates that we give you are estimates only and do not constitute a contract to carry out the work at that cost.
- 6.4.2. Sometimes, it is not possible to estimate costs in advance. It is open to you to set a limit on the costs which may be incurred without further reference to you. If the costs limit restricts the extent of work possible on your Matter, we will inform you as to the likely progress to be made within that costs limit and keep you updated.
- 6.4.3. On occasion we may provide a fixed price quotation.
- 6.4.4. The provision of a written quotation for work constitutes an offer to carry out the work at that cost and does not

become a contract until you accept the quotation or a defined part of it.

6.4.5. Unless stated in writing to the contrary, any quotation or estimate does not include any expenses or VAT.

6.4.6. Where we carry out work which falls outside the scope of an accepted quotation (or of an estimate which is subsequently incorporated into a contract between us) we may charge fees at our fixed hourly rates, in addition to the quoted or estimated fee. We may also charge additional fees on the same basis for work within the scope of such a quotation or estimate which is made more time consuming, onerous or urgent as a result of:

6.4.6.1. circumstances or information which we did not know or could not reasonably have anticipated at the time of the quotation or estimate (whether or not you were aware of them/it); or

6.4.6.2. your, or your agents', act or omission.

6.5. Commissions and Referrals

6.5.1. We will only refer, recommend or introduce you to another business where you have given us informed consent to do so.

6.5.2. If we receive a commission from a third party arising from work we are doing for you, we will inform you of this and credit you with the commission unless you have agreed otherwise.

7. OUR INVOICES

7.1. Frequency of Invoices

7.1.1. Unless otherwise agreed in the Engagement Letter, we will be entitled to invoice you in respect of our fees and expenses at appropriate intervals (normally monthly) and on completion of each Matter. At the end of our financial year we shall be entitled to bring up to date our invoicing in respect of all your then unbilled work.

7.1.2. Unless otherwise stated, interim invoices are a final account of our fees for all work done during the period to which they relate.

7.1.3. There may be a delay in invoicing expenses incurred on your behalf pending our receipt of the relevant invoices from suppliers. Unless

otherwise stated, such invoices are not a final invoice in relation to such expenses.

7.1.4. You may pay invoices by cheque or electronic transfer. Please contact us directly for our bank account details. Unless we agree to do so, we do not accept payment in cash either from our clients direct or deposited with our bank.

7.2. Payment Terms

7.2.1. Interest may be charged on outstanding invoices that are not paid within the Credit Period from the expiry of the Credit Period until the time they are paid at the statutory interest rate (currently 8% plus the Bank of England Base Rate). Any debts that have to be chased may also incur statutory debt recovery costs.

7.2.2. If you do not pay any invoice by the end of the Credit Period, or the sum we have requested on account within seven (7) days (or such longer period as we may specify) of our demand, we may suspend or terminate the provision of all or any Services (and instruct any third parties engaged by us to suspend the provision of their services) and may invoice you for all accrued fees and expenses.

7.3. Joint Clients and Third Party Payments

7.3.1. Where we are instructed by more than one individual client, you will all be jointly and severally liable for the total payment of our fees.

7.3.2. In some circumstances, you may have a right of recovery or indemnity against a third party in respect of all or part of our invoices, but we are not permitted to issue a VAT invoice to any person other than you in any circumstances, and you remain liable to us to pay our invoices to the extent that they remain unpaid by the time that they fall due.

7.4. Right to Retain Money, Documents and Property

7.4.1. We are entitled to keep any of your property which is in our possession, including legal and other documentation, while money is owing to us. This is known as a lien. Upon payment in full, we will return them to you at your request.

8. INTEREST POLICY

- 8.1. A copy of our policy can be made available upon request

9. CONFLICT OF INTEREST

9.1. Definition

- 9.1.1. "Conflict of Interest" means a situation where our separate duties to act in the best interests of two or more clients conflict.

9.1.2. Similar Activities

We may act for parties engaged in activities similar to or competitive with yours.

9.1.3. Third Parties

Once we have agreed to act for you in relation to a Matter, we will not act for a third party in relation to the same Matter if there is a Conflict of Interest between that third party's interests and your interests.

9.1.4. Instructions Creating a Conflict of Interest

We may decline to act for you where accepting your instructions would create a Conflict of Interest or cause us to break an existing agreement with a third party.

9.1.5. Consent

Where our professional rules allow, and subject to satisfying the requirements of those rules (for example by implementing an information barrier), we may act for you and another client where a Conflict of Interest would otherwise exist, provided that we have the informed consent of both parties, evidenced in writing.

9.1.6. Cessation of Services

If, whether through a change in circumstances or otherwise, we find that we have agreed to provide Services to you in circumstances which give, or could give, rise to a conflict of interest we will discuss with you how to deal with the conflict and may be obliged to stop providing Services to you and/or to all other clients affected by the Conflict of Interest.

10. INFORMATION AND CONFIDENTIALITY

10.1. Information About You

- 10.1.1. We may use the information which you provide, or which we obtain through our dealings with you, or others for the provision of Services to fulfil our contractual obligations to you or the legitimate interests of you, ourselves and others. We may give it on a confidential basis to our Partners, employees and agents. We may use it to administer your account with us, including tracing and collecting any debts. Further information is provided within our Privacy Policy / Statement a copy of which can be made available on request.

- 10.1.2. We may also use it to ensure legitimate interests in the safety and security of our premises (where we may also use CCTV); for fraud prevention purposes (including verification checks for our money laundering obligations); to assess client satisfaction (such as by asking you to participate in surveys); and to help improve our services generally.

10.1.3. Individuals and unincorporated organisations

- 10.1.3.1. We may also use your personal data to contact you by letter, telephone, e-mail or otherwise about our services and about events such as seminars and conferences and to send you briefings and similar material. Contacting you by electronic means only requires your specific and verifiable consent. By signing and returning a copy of any Engagement Letter you are agreeing that we may use your contact details and information in this way. If you do not wish to be contacted or having provided consent previously you wish to withdraw or amend it, please inform us in writing. Please follow the instructions in the relevant section of our Privacy statement which can be found on our website at <https://www.beetonedwards.co.uk/>.

10.1.4. Corporate Entities

- 10.1.4.1. In accordance with the Privacy and Electronic Communications Regulations we may use your

data to contact you by e-mail, text, fax or telephone about our services and about events such as seminars and conferences and to send you briefings and similar material. If you do not wish to be contacted, please inform us in writing.

10.1.4.2. Sometimes we ask other companies or people to do typing/photocopying/other administration duties on our files to ensure this is done promptly. We believe we have a legitimate interest in doing this. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

10.1.4.3. We may store information about You, Your Matter or any other Documents and correspondence relating to Your file(s) using cloud-based technology. Again, we believe we have a legitimate interest in acting in this way and take every possible precaution to protect your personal information. If you do not wish for your file(s) or other information to be stored in this way, please inform Us in writing before we commence work on Your Matter. Please note we may have to refuse to act for you in such circumstances.

10.2. Our Duty of Confidentiality

10.2.1. Please also refer to our Privacy Policy / Statement on our website when reading this section. We will treat any information which is confidential to you and which we obtain as a result of acting for you as strictly confidential, save:-

10.2.1.1. for the purpose of acting for you; or

10.2.1.2. for legitimate interest disclosures to our auditors or other advisers or for the purposes of our professional indemnity insurance; or

10.2.1.3. as otherwise required by law or other regulatory authority to which we are subject.

10.2.2. If You do not wish to disclose Your Details or your file to be released You must notify Us in writing and discuss this with us when signing and returning a copy of the Client Care Letter/ Terms of Business/ Instruction Form/ Form of Authority/ other such document. We may be unable to act for you in such circumstances.

10.2.3. We may refer publicly to your name as a client of ours, which we believe is a legitimate interest in collecting and promoting client feedback provided we do not disclose any information which is confidential to you.

10.2.4. We shall be under no duty to disclose to you (or take into account in the course of providing the Services) any information acquired by us in acting for any other client or any information in respect of which we owe a duty of confidentiality to a third party.

10.3. Your Duty of Confidentiality

10.3.1. Our advice and other communications with you are confidential and may not, without our consent, be disclosed by you to any third party (other than to your employees and agents who require access and who do not disclose it further) or otherwise made public except as required by law or other regulatory authority to which you are subject.

10.3.2. If, as a result of our acting for you, you acquire any information in respect of which we notify you that we owe a duty of confidentiality to a third party you will keep it confidential and not use it without our consent.

11. CUSTODY, RETENTION AND TRANSFER OF DOCUMENTS

11.1. We will, at your request, either during the provision or after completion of any Services, release your file to you minus any documents of ours (such as documents which we create or receive for our benefit (including copies of our letters to you, your letters to us, notes of telephone conversations and meetings with you for which we have not charged you, and our preliminary drafts, research materials and internal notes) which we have chosen to retain, provided that we are not at the time exercising our right to retain documents pending payment of outstanding fees and expenses or are prevented by any court order, undertaking or other legal constraint from doing so. We may copy all of Your file before releasing it, including making electronic copies.

- 11.2. We may agree to store title deeds and other especially valuable documents in safe custody for you if you require and, if we do, we will not, without your consent, destroy any such documents. We may charge a storage fee, if so this fee will be made clear to you before it is incurred.
- 11.3. We do not accept responsibility for the loss or damage of any item which we hold on your behalf unless we expressly agree in writing to the contrary.
- 11.4. We will keep our file of your papers including emails and any hard copies thereof, in accordance with our data retention policy, except those that you ask to be returned to you. Our data retention policy is available to view upon request and information can also be found within our Privacy policy on our website. We will not destroy documents you ask us to deposit in safe custody. 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 both for time spent producing stored papers that are requested as well as reading correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

12. INTELLECTUAL PROPERTY RIGHTS

12.1. Copyright

- 12.1.1. We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing the Services (including know-how and working materials as well as final documents). We now grant you a non-exclusive, non-transferable, non-sublicensable licence to use such documents or other works solely for the Matter to which the Services of developing or generating them relate and not otherwise. If you do not pay us in full for our Services in relation to that Matter we may, on giving you notice, revoke that licence and only re-grant it to you once full payment has been made.

12.2. Opinions from Barristers and other Third Parties

- 12.2.1. We may retain, for our subsequent use, a copy of the advice or opinion of any barrister or other third party given in written form (or any note of any advice or opinion) obtained in the course of providing the Services. Any barrister or other third party will be

instructed on the basis that any such advice or opinion will be so retained.

- 12.2.2. If we retain a copy of any advice or opinion in this manner, we will take all reasonable steps to conceal information (such as names, addresses or descriptions) which might reasonably enable you to be identified.

13. JOINT INSTRUCTIONS

- 13.1. Where we agree to work on a Matter for more than one client jointly, the rights and obligations of the joint clients to us in relation to the Services will be several (save for obligations to pay money to us, which will be joint and several, as detailed above).
- 13.2. Each joint client irrevocably permits us to disclose to any other of the joint clients at any time any information which we would otherwise be prohibited from so disclosing by virtue of our duty of confidentiality. If any joint client ends this permission during the provision of the relevant Services, or if a conflict of interest otherwise arises between joint clients, we may suspend or terminate the provision of Services related to that Matter to one or more of the joint clients.
- 13.3. If a joint client asks us to transfer documents from our file to them, we will retain our file and will supply copies of the file to each joint client, making the original documents available at one of our offices for inspection by each joint client on reasonable prior written notice. This does not apply to original documents which were delivered to us by one of the joint clients, we will deliver these documents to the joint client who delivered them to us.

14. FORCE MAJEURE

- 14.1. Neither You nor We shall be liable for any failure to perform, or delay in performing, any obligations (other than payment and indemnity obligations) if and to the extent that the failure or delay is caused by Force Majeure and the time for performance of the obligation, the performance of which is affected by Force Majeure, shall be extended accordingly.

15. LIABILITY

15.1. Duty of Care

- 15.1.1. We will use reasonable skill and care in the provision of the Services. Where we make an assessment for you, either expressly or by implication, of the likely level of risk associated with

different potential courses of action, you accept that such assessment is made relying only upon the information and documents then available to us and cannot, therefore, be definitive.

- 15.1.2. Accordingly, such an assessment should only be used as one element in the making of any practical or commercial decision. You accept that the magnitude or acceptability of a risk is a matter for you.
- 15.1.3. The Firm alone will provide the Services and you waive any right to, and agree that you will not bring, any claim whether in contract, tort, under statute or otherwise against any Partner, or any consultant to, or employee or agent of the Firm or any service company owned or controlled by or on behalf of any of the Partners and those Partners, consultants, employees and agents shall be entitled to rely on the terms of this agreement insofar as they limit their liability.
- 15.1.4. The aggregate liability of the Firm (or of any service company owned or controlled by or on behalf of any of the Partners) and of all Partners, consultants to and employees and agents of the Firm and any service company owned or controlled by or on behalf of any of the Firm or the Partners in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance), for loss or damage arising from or in connection with the Services provided shall, in relation to each Matter, be limited to the sum, unless otherwise agreed, of three million pounds (£3 000 000.00)
- 15.1.5. Where any loss is suffered by you for which the Firm and any other person are jointly and severally liable to you, the loss recoverable by you from the Firm is limited so as to be in proportion to the firm's relative contribution to the overall fault of (a) the Firm, (b) you and (c) any other person, in respect of the loss in question.
- 15.1.6. Nothing in this agreement exempts us from liability arising from our fraud or reckless disregard of our professional obligations; or from our negligence resulting in death or personal injury; or where, in the case of a contentious

business agreement, law or regulation prohibits the exclusion of such liability.

15.2. Third Parties

- 15.2.1. The Services are provided to and for the benefit of you as our client and you alone. No other person may use or rely upon the Services nor derive any rights or benefits from them. The provisions of the Contracts (Rights of Third Parties) Act 1999 are to that extent excluded.
- 15.2.2. The Firm alone will provide the Services and you agree that you will not bring any claim whether in contract, tort, under statute or otherwise against any Partner, or any consultant to, or employee or agent of the Firm or any service company owned or controlled by or on behalf of any of the Partners and those Partners, consultants, employees and agents shall be entitled to rely on the terms of this agreement insofar as they limit their liability.

15.3. Drafts

- 15.3.1. Where we provide draft or provisional advice or other materials, that advice or those materials are not to be relied upon as constituting our final view.

15.4. Current Law

- 15.4.1. The Services are provided in accordance with professional practice requirements and the proper interpretation of the law, as each exists on the date on which the relevant Service is provided. If there is any change in such requirements or the law, or their interpretation, after the relevant Matter has been concluded (or before that time but which could not reasonably be known by us at that time), we have no responsibility to notify you of, or of the consequences of, the change.

15.5. Communication

- 15.5.1. We shall communicate with you at the postal and email addresses and the telephone and fax numbers which you provide us with unless you ask us to use other addresses and numbers. You will notify us if you regard any communications from us as particularly confidential and the means by which you require us to make such communications and we shall have no liability to you arising out of your failure so to notify us.

- 15.5.2. Subject to any notification you may make to us under the previous paragraph, we shall not be required to encrypt, password-protect or digitally sign any email, or attachment, sent by us. We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of e-mails, including any attachments. We shall not be responsible for the effect on any hardware or software (or any loss or damage arising from any such effect) of any e-mails or attachment which may be transmitted by us (save to the extent caused by our negligence or wilful default).

15.6. Deadlines

- 15.6.1. We will try to meet any deadline we agree with you for the performance of any Services but, unless we agree otherwise in writing in relation to any time, date or period for delivery or performance by us, time shall not be of the essence

16. PROPORTIONATE LIABILITY

- 16.1. If you accept or have accepted any express exclusion and/or limitation of liability from any of your other professional advisers, our total liability to you arising out of the Services will not exceed the net aggregate of the amount for which we would otherwise have been liable after deducting any amount which we would have been entitled to recover from such adviser as a matter of law whether pursuant to statute or otherwise, but are prevented from doing so as a result of any such exclusion and/or limitation of liability.

17. EXCLUSION

- 17.1. We shall not be liable for:
- 17.1.1. any loss, damage, cost or expense arising from any breach by you of your agreement with us or any act or omission of any other person; or
 - 17.1.2. any advice or document subject to the laws of a jurisdiction outside England and Wales; or
 - 17.1.3. any advice or opinion given to you by any third party (whether or not nominated or recommended by us).

18. EXCEPTIONS

- 18.1. Nothing in this agreement exempts us from liability arising from our fraud or reckless disregard of our professional obligations; or from our negligence resulting in death or

personal injury; or where, in the case of a contentious business agreement, law or regulation prohibits the exclusion of such liability.

19. TERMINATION

19.1. Completion of Services

- 19.1.1. An agreement between you and us for the provision of defined Services ends on the completion of the provision of those Services. An open-ended agreement for the provision of Services ends three (3) months after the last date on which we provided Services to you. Unless new or different terms are agreed, our acceptance of instructions to perform Services for you subsequent to the ending of any agreement gives rise, from the time of acceptance of the instructions, to a new agreement on these terms. If we provide you free of charge with any seminar, information, or other document after the ending of an agreement, such provision does not give rise to a new agreement.

19.2. Early Termination

- 19.2.1. You may terminate the provision of all or any of the relevant Services at any time by giving written notice to us.
- 19.2.2. We may also decide at any time to terminate the provision of all or part of the relevant Services by giving written notice to you. We will not do this without good reason.

19.3. Rights on Early Termination

- 19.3.1. On early termination, by either you or us, you will remain liable to pay all fees and expenses incurred before termination and due under our contract or due on the basis of the time spent at our usual hourly rates, whichever is the less, together with any further fees and expenses for work necessary to transfer our files to another adviser of your choice. All our rights set out in these terms shall continue to apply even if we terminate the agreement.

20. REGULATIONS AFFECTING YOUR CANCELLATION RIGHTS

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

If you are an individual and you are instructing us for purposes which are wholly, or mainly, outside your trade, business, craft

or profession, you will be considered a 'consumer' by law and will have certain statutory rights under consumer legislation. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have a statutory right to cancel your instructions to us within 14 days (without giving a reason) if your instructions to us are as a result of a situation where we do not actually meet (i.e. through email and/or telephone contact) or an off-premises contract (i.e. at a meeting between us not held at our offices).

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

To exercise your right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g.: a letter sent by post or e mail) using the contact details in our Engagement Letter before the cancellation period has expired.

Where you have asked us to commence work within the 14 calendar day cancellation period and you later exercise your right to cancel, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation. If you exercise your right to cancel, subject to any costs you are liable for as set out above, we will reimburse any payment received on account from you without undue delay and within 14 days after the day in which you informed us of your decision to cancel.

21. GENERAL

21.1. Money Laundering Regulations / The Proceeds of Crime Act 2002

21.1.1. To comply with anti-money laundering and counterterrorist financing requirements, we are likely to ask you for proof of your identity and may conduct searches or enquiries for this purpose. We may also be required to identify and verify the identity of other persons such as directors or beneficial owners. If you or they do not provide us with the required information promptly, your matter may be delayed.

21.1.2. We may make checks using online electronic verification systems or other databases as we may decide in order to comply with our obligations under anti-money laundering and counterterrorist financing regulations

21.1.3. We will only process any documentation or personal data received from you in respect of client due diligence for the purposes of preventing money laundering and terrorist financing unless (a) use of that data is permitted by or under any

enactment or (b) you give your express consent for the documentation or personal data to be used for other forms of processing.

21.1.4. **INDIVIDUAL** - If you are an individual and a new client or an existing client who has not previously supplied information, you are requested to supply both of the following; one item from List A and one item from List B (please note we require certified copies if you are sending these by post or if you are bringing in the original documents to our offices – we will make certified copies here)

LIST A (Proof of Identity):

- Current fully signed Passport
- Current full UK Photocard Driving Licence.

LIST B (Address Verification):

- Current full UK Photocard Driving Licence (if not already provided under List A)
- A bill for the supply of electricity, gas, water or telephone services (provided it is fewer than three (3) months old). Mobile phone bills are not acceptable.
- Television Licence renewal notice.
- Council Tax bill (provided it is fewer than three (3) months old).
- Recent Tax Coding Notice.
- Recent Mortgage Statement.
- Credit Card/Bank Statement (provided it is fewer than three (3) months old) showing current address.

21.1.5. Body Corporate:

21.1.5.1. If you are a new or existing body corporate client not listed on a regulated market who has not previously supplied information, we will require the following:

- Company / organisation full name;
- Company or other registration number;
- Registered address and, if different, principal place of business address;
- Articles of association or other governing documents;
- Names of the Board of Directors or members of

	<p>your management body and its senior management;</p> <ul style="list-style-type: none"> • One item from List A and 1 item from List B above for an officer of the corporate body • Written confirmation from the corporate body that the instructing individual is authorised to act on its behalf. 	<p>upon request. In the event of Our bank requesting information about the beneficial owners of Our pooled client account, You agree to Us disclosing Your details to them.</p>
21.1.5.2.	Under the provisions of the Proceeds of Crime Act 2002 ("POCA"), we may be required to make a report to the relevant authorities if at any time we become aware of or suspect (whether from you or any other person) the existence of the proceeds of crime in relation to any Services on which we are engaged. Our obligation to make such a report will, in certain circumstances, override our duty of solicitor/client confidentiality and we may not be permitted to inform you whether or not we have made, or might intend to make, such a report.	21.1.5.5. The firm does not tolerate tax evasion, or the facilitation thereof in any circumstances, whether committed by or facilitated by a client, personnel or associated persons/companies.
21.1.5.3.	We may terminate the provision of any Services to you or be instructed to do so by the relevant authorities, if you fail to comply with your obligation to provide evidence of identity or we suspect that you or any other party connected with you or with the Matter is involved in activities proscribed by POCA.	
21.1.5.4.	The anti-money laundering guidance which UK banks and other finance services firms must adhere to is issued by the Joint Money Laundering Steering Group ("JMLSG"). The JMLSG considers all clients with funds deposited in a law firm's pooled client account to be beneficial owners of that account. The JMLSG does not require banks to routinely identify the beneficial owners of law firm's pooled accounts, as they do with most other accounts they issue. Pooled client accounts are granted this exemption on the proviso that this information is available	
21.2. Equal Treatment / Equality and Diversity		
	21.2.1. We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. We have a written equality, diversity and inclusion policy to ensure that discrimination and harassment are prevented and that equality, diversity and inclusion are promoted.	
	21.2.2. We will not discriminate in the way we provide our Services to you or in the way we instruct third parties.	
21.3. Financial Services and Insurance Mediation		
	21.3.1. We are not authorised by the Financial Conduct Authority and if during the course of your matter, you need advice on investments, we may have to refer you to someone who is so authorised. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you. The scope of our contract with you, however, does not and will not include giving you advice on the merits of entering into particular investments.	
	21.3.2. If during the course of the matter upon which we are advising you, you need advice on investments, we may have to refer you to someone who is authorized by the Financial Conduct Authority, as we are not. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work, we are doing for you.	

21.4. Insurance Distribution

- 21.4.1. We are also 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 Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/firms/financial-services-register
- 21.4.2. If you have any problem in respect of such services, please let us know. We will try to resolve any problem quickly. If for any reason we are unable to resolve the problem between us, the SRA provides a complaint and redress scheme. We do not manufacture insurance products and are not an insurance company.

22. DISPUTE RESOLUTION

22.1. Scope

- 22.1.1. All claims, complaints and disputes arising out of or in connection with the Services ("Disputes") will be resolved pursuant to this paragraph.

22.2. Complaints Procedure

- 22.2.1. We hope you will have no complaint. To underline how seriously we take complaints, we have a set Complaints Procedure which can be summarised as follows (a copy of our full complaints procedure is available on request):
- 22.2.1.1. If you have any complaint or observation (good or bad) about our service, please let us know.
- 22.2.1.2. Raise any complaint first with the Fee Earner assigned to your matter, including any complaint about your bill.
- 22.2.1.3. If this does not resolve it satisfactorily, tell the Supervising Partner responsible for your case.
- 22.2.1.4. If this still does not resolve it satisfactorily, contact Dominic Beeton the Partner nominated by the practice to ensure prompt and thorough investigation of any complaint.

- 22.2.1.5. If still unresolved at this stage, you may take your complaint to the Legal Ombudsman. Normally, you will have to bring your complaint to the Legal Ombudsman within 6 months of receiving a final response from us about your complaint and 6 years from the date of the act or omission giving rise to the complaint or alternatively 3 years from the date you should reasonably have known there are grounds for complaint.

- 22.2.1.6. Contact details: The address of the Legal Ombudsman is: PO Box 6806, Wolverhampton, WV1 9WJ; telephone, 0300 555 0333; or view their website at www.legalombudsman.org.uk, email enquiries to: enquiries@legalombudsman.org.uk

- 22.2.1.7. A complainant to the Legal Ombudsman must be one of the following:

- An individual;
- A 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);
- A charity with an annual income less than £1 million;
- A club, association or society with an annual income less than £1 million;
- A trustee of a trust with a net asset value less than £1 million; or a personal representative or the residuary beneficiaries of an estate where a person with a complaint died before referring it to the Legal Ombudsman.

- 22.2.1.8. If you do not fall into any of these categories, you should be aware that you can only obtain redress by using our Complaints Handling Procedure or by mediation or arbitration, or by

taking action through the Courts.

- 22.2.1.9. You may also have the right to object to your bill by applying to the Court for an assessment of the bill under Part III of the Solicitors' Act 1974. Please be aware that the Legal Ombudsman may not consider a complaint about a bill if you have applied to court for an assessment of it.

22.3. Exclusions

- 22.3.1. We shall not be obliged to comply with paragraph 23 above in relation to any Dispute in which we seek:

22.3.1.1. an order or award (whether interim or final) restraining you from doing any act or compelling you to do any act; or

22.3.1.2. a judgment or award for a liquidated sum to which there is no arguable defence (provided that the exception shall cease to apply and the Dispute may be referred to arbitration on the application of either party if the court decides that you should have permission to defend the claim); or

22.3.1.3. the enforcement of any agreement reached, or any binding order, award, determination or decision made pursuant to paragraph 23 above,

nor shall anything in this paragraph inhibit us at any time from serving any form of demand or notice or from commencing or continuing with any bankruptcy, winding up or other insolvency proceedings.

22.4. Regulator

- 22.4.1. Nothing in this Terms of Business shall prevent you at any time from referring any Matter to the body or bodies for the time being charged with the regulation of solicitors.

23. LAW AND JURISDICTION

- 23.1. The terms on which we provide Services to you are governed by, and shall be construed in accordance with, English law. You and we each agree to submit to the exclusive jurisdiction of the English courts, provided that we may in our sole and unfettered

discretion commence proceedings against you in any other Court.

24. QUALITY STANDARDS

- 24.1. Due to our own internal quality standards, we are subject to periodic checks by outside assessors. This could mean that your file may be selected for checking/ auditing. We have a legitimate interest in acting in this way and take every possible precaution to protect your personal information. All inspections are conducted in confidence and all external firms and organisations working with Us are required to maintain confidentiality in relation to any files and papers that are audited/ checked by them. Your files(s) may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of Our business, the acquisition of another business or the acquisition of a new business. Again, we have a legitimate interest in acting in this way and take every possible precaution to protect your personal information. Please contact us if you would like us to explain this further.

25. DISCLAIMERS

25.1. Tax

- 25.1.1. We are not qualified to advise you on the tax implications of transactions you instruct us to carry out, or the likelihood of them arising.

25.2. Property transactions

- 25.2.1. We will not advise you on the planning implications of your proposed purchase, unless specifically requested to do so by you, otherwise than by reporting to you on any relevant information provided by the results of the "local search".
- 25.2.2. It is not our responsibility to carry out a physical inspection of the property nor advise on the valuation of the property nor the suitability of your mortgage nor any other financial arrangements. We shall not advise generally on environmental liabilities where we shall assume, unless you tell us to the contrary, that you are making your own arrangements for any appropriate environmental survey or investigations.
- 25.2.3. We may, however, need to obtain on behalf of your lender, at your expense, an environmental search. However, we will not advise you about any

issues relating to the possible contamination of any land which may be relevant to your purchase. We have to tell you that we are not qualified to advise on the results of any search made in that respect and would only be able to report to you the actual results of such a search. This is particularly significant in respect of the potential liabilities that may arise at some future point in time as a result of land contamination or flood risk that are having increasing significance. If you have any doubts, please discuss your concerns with us.

26. DATA PROTECTION

26.1. You have a series of rights outlined under Data Protection legislation over how your personal data is used, including erasure in specific circumstances. However, we may not always be able to agree with the exercise of such rights, as often your personal data remains necessary in relation to the purpose for which it was originally collected and processed. Further information is available in our Privacy Policy, a copy of which, is available on request or can be viewed on our website at any time.

26.2. What personal information we process

26.2.1. The categories of personal data we process include general personal data (for example normal personal data, personal identity, email addresses and personal financial data etc) and special categories of personal data if these have been voluntarily provided to us (for example ethnicity, nationality and medical history etc).

26.3. How we use your personal information

26.3.1. When your file is open, the personal data is necessary in relation to the purpose for which it was originally intended. We process your personal information to fulfil our contract with you, or where you or we have a legitimate interest in doing so, where otherwise permitted by law, or to comply with applicable law and regulation. We use your personal information for:

- 26.3.1.1. Service provision and internal processing (i.e. to assess and/or provide and to service your matter).
- 26.3.1.2. Management of relationship (e.g. to develop your relationship with us).

- 26.3.1.3. Resolving queries.
- 26.3.1.4. Training and service review (e.g. to help us enhance our services and the quality of those services).
- 26.3.1.5. Statistical analysis (e.g. to help us enhance our products and services or delivery channels to keep costs down).
- 26.3.1.6. Complying with legal obligations (e.g. to prevent, investigate and prosecute crime, including fraud and money laundering).

26.3.2. When your matter is completed and / or your file is closed, we may still process your personal information where we have a legitimate interest in doing so, where we are permitted by law, or to comply with applicable laws and regulation.

26.3.3. Examples of such instances will include:

- 26.3.3.1. Complying with legal obligations for statutory and regulatory requirements including for example, HMRC Returns, complaint handling, anti-money laundering, reporting to our regulatory body – the Solicitors Regulation Authority;
- 26.3.3.2. Archiving and Storage of your file for the periods outlined in our Retention Policies – see section 12 of these Terms of Business. (Archiving and Storage of personal data is still classed as a processing activity even though it is not being regularly accessed and remains securely locked away); and
- 26.3.3.3. Our legitimate interests to conduct conflict of interest checks, statistical analysis and research to help us enhance our products and services.

26.4. How We Share Your Information

- 26.4.1. We may share your personal data with a range of organisations which enable us to fulfil our contract with you, or where we have legitimate interests to do so, or otherwise are required by applicable law and regulation. We can provide more details specific to your personal data on request.
- 26.4.2. For further information on how we use your data please see our Privacy

Policy which is available on request or can be viewed on our website at <https://www.beetonedwards.co.uk/>

- 26.4.3. You have a right to complain to us, using our Complaints Procedure outlined at Clause 23.2.1.1 to 23.2.1.5 above, or the Information Commissioner's Office (<https://www.ico.org.uk>), which regulates the processing of personal data. You may also seek a judicial remedy.

27. REGULATIONS AFFECTING YOUR CANCELLATION RIGHTS

27.1. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

- 27.1.1. If we have not met you either in person (because, for example, instructions and signing of the contract documentation is taking place by telephone/mail, e mail or on-line – ie: by way of a “distance” contract) or we have taken instructions and a contract has been concluded away from our business premises (because, for example, we have met with you at home - ie: by way of an “off-premises” contract) and the contract was entered into on or after 14 June 2014, you have the right to cancel this contract within 14 calendar days of entering into the contract without giving any reason.
- 27.1.2. The cancellation period will expire after 14 calendar days from the day of the conclusion of the contract.
- 27.1.3. To exercise your right to cancel, you must inform us Beeton Edwards LLP at SUITE C DRIVERS WHARF, NORTHAM ROAD, SOUTHAMPTON, SO14 0PF or at enquiries@beetonedwards.co.uk of your decision to cancel this contract by a clear statement (eg: a letter sent by post, or e mail). You may use the model cancellation form attached (which can be found on our website) but it is not obligatory. If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (eg: by e mail) without delay. To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 27.1.4. Should you require the work to be commenced within the 14 calendar

day cancellation period, you must provide your agreement to that in writing, by e mail or post to enable us to do so. By signing and returning the Authority to proceed consent form (sent with the Engagement letter), you are providing your agreement in writing to enable us to commence work within the 14-calendar day cancellation period. Where you have provided your consent for work to commence within the 14-calendar day cancellation period and you later exercise your right to cancel, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation. Unless you make an express request for us to commence work within the 14-day period (i.e. by signing and returning the Authority to proceed consent form, we will not be able to undertake any work during that period.

28. INSURANCE

- 28.1. We have a legal duty to tell you about our professional indemnity insurance. We have an obligation to carry such insurance and a copy of our current policy can be obtained from our offices, upon request.
- 28.2. The insurance covers our practice carried on from our offices in England and Wales and will extend to acts or omissions wherever in the world they occur.

29. FINANCIAL SERVICES COMPENSATION SCHEME

- 29.1. In the event of a banking failure it is unlikely that the firm would be held liable for any losses of client account money.
- 29.2. We currently hold our client account funds in Lloyds Bank plc. The £85,000 Financial Services Compensation Scheme (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.
- 29.3. However, with effect from 3rd July 2015, the FSCS will provide a £1 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at www.fscs.org.uk
- 29.4. In the event of a bank failure you agree to us disclosing details to the FSCS.

30. LEGAL AID

- 30.1. We don't undertake legal aid. Legal Aid is not available for the property/conveyancing work that our firms deals with.

31. CONSUMER PROTECTION REGULATIONS (CPR)

- 31.1. The Consumer Protection from Unfair Trading Regulations (as amended) regulate transactions between traders and consumers and prohibit trading practices that amount to unfair commercial practices and misleading acts and omissions. Neither You, the client, or Us, your legal representative, must mislead a buyer or tenant either by providing incorrect or ambiguous information, or by omitting to provide material information about the property You are selling.
- 31.2. Certain information will be revealed through searches and other enquiries of public databases, surveys and valuation reports. However, You must disclose to Us any known defects and other material adverse matters relating to the property known to You and failure to do so may mean that, in certain circumstances, the buyer or tenant would have rights of redress against You.
- 31.3. We encourage You to make all known disclosures as early in the transaction as possible to prevent delays.
- 31.4. If We become aware of any such existence of material information, and You decline to authorise disclosure to the buyer or tenant, then We would have to consider whether it was possible to continue to act for You as the CPR's impose a duty to act fairly towards You as Our client and also towards third parties, especially those that are unrepresented.

32. HELP TO BUY ISA SCHEME INFORMATION

- 32.1. The Help to Buy ISA Scheme was launched by HM Treasury on 1st December 2015. If you have taken out a Help to Buy ISA, then you may be eligible for a bonus payment of up to 25% of the closing balance of the Help to Buy ISA subject to a minimum bonus payment of £400 and a maximum of £3000 and provided that you and the property you are purchasing meet the eligibility criteria set out in HM Treasury ISA Scheme Rules. The fee earner with conduct of your matter (who under the Help to Buy ISA Scheme is known as the Eligible Conveyancer) will be able to advise you on eligibility and, if appropriate, will undertake the necessary process to apply for any bonus payment.
- 32.2. If you are purchasing a property through the Help to Buy ISA Scheme, HM Treasury will

be the Data Controller of any relevant personal data that is given, via the Eligible Conveyancer, to HM Treasury and to the Administrator and / or any sub-contractor of HM Treasury or of the Administrator, for the purposes of the Help to Buy: ISA Scheme.

- 32.3. The information will be disclosed to HM Treasury and the Administrator for the purposes of verifying the eligibility of a Help to Buy: ISA Bonus payment and payment of Bonus funds, carrying out audits of Eligible Conveyancers and any investigations or compliance work in accordance with the Scheme Rules.
- 32.4. We serve your legitimate interests in disclosing your relevant personal data to HM Treasury, the Administrator and / or to any sub-contractor of HM Treasury for the purposes of verifying the eligibility of a Help to Buy: ISA Bonus payment and payment of Bonus funds; carrying out audits of Eligible Conveyancers; and any investigations or compliance work in accordance with the Scheme Rules.

33. CRIMINAL FINANCES ACT 2017

- 33.1. The firm is committed to promoting compliance with the requirements of the Criminal Finances Act 2017 within its practices as well as in those areas in which it has influence.
- 33.2. The firm does not tolerate tax evasion, or the facilitation thereof in any circumstances, whether committed by or facilitated by a client, personnel or associated persons/companies.

34. GREEN DEAL SCHEME

- 34.1. The Green Deal Scheme is a government driven initiative to allow for a loan to be provided on a property for the improvement of its energy efficiency. The loan is repayable on a monthly basis, in conjunction with the power bills on the property. The loan will run with the property unless it is repaid on the sale or transfer of the property.
- 34.2. The seller(s) of the property are required, by law, to disclose the existence of any Green Deal loan on the property they are selling, or they may become liable for repaying the outstanding debt, even after they have sold the property. The Estate Agent/Seller must disclose the existence of a Green Deal loan agreement prior to a sale being agreed. If the property is being sold at auction, the existence of a Green Deal loan agreement should be disclosed before the winning bid is made.

- 34.3. The purchaser on a normal sale should be given an EPC showing the Green Deal improvement or an EPC and a disclosure document showing details of the work carried out under the Green Deal Scheme. This disclosure document will be provided by the energy provider on completion of the work as well as details of the repayment amount, the unexpired term of the loan and details of the loan provider.
- 34.4. Disclosure of the Green Deal loan must be made at least 7 days before the transaction or arrangement is entered into or if this is not practicable then the disclosure requirement must be satisfied as soon as practicable before the transaction is entered into. The seller must secure that the contract for sale includes an acknowledgment by the purchaser that they have received notice that the property is a Green Deal property and that the bill payer at the property is liable to make payments under the green deal plan and further that certain terms of that plan are binding on the bill payer.
- 34.5. Whilst there are no charges, restrictions, notices or cautions registered when a property is a Green Deal property, the mortgage lender must be notified of the existence of the Green Deal loan because the borrower / new property owner is taking on another loan which runs with the property.
- 34.6. If this applies to you we will ask you to confirm your authority for us to make any such disclosure to your mortgage lender.
- 34.7. Please note that we offer no guarantees/warranties in relation to the extent and nature of any works undertaken under the Green Deal Scheme. It is your responsibility to ensure that you have satisfied yourself as to the extent, nature and repayment provision of any such works undertaken in accordance with the Green Deal Scheme.
- 34.8. We would recommend that all Green Deal loans be repaid by the seller on completion of the property transaction, as the value of the property will undoubtedly have already taken into account the work undertaken under the Green Deal loan.