

# Terms and Conditions of Business

## 1. Preliminary

- 1.1. These are the terms and conditions ("Terms") which apply to professional services supplied by Ellisons Legal LLP, ("Ellisons", "us", "we") a limited liability partnership incorporated in England and Wales with registered number OC441111 and whose registered office is Headgate Court, Head Street, Colchester, Essex CO1 1NP. Ellisons provides legal services and is authorised and regulated by the Solicitors Regulation Authority, registration number 8001031. Further information can be found on our website [www.ellisonssolicitors.com/contact-us/](http://www.ellisonssolicitors.com/contact-us/)
- 1.2. References to 'we', 'us' or 'our' in these Terms of Business mean Ellisons. References to 'you' mean you as a client of Ellisons. References to any "Partners", "Members", "Shareholders", "Employees" or "Consultants" of Ellisons means a reference to individual persons in Ellisons.
- 1.3. These Terms are to be read in conjunction with our client care letter, work schedule and all other additional documents we have provided to you.
- 1.4. In the event of conflict between the client care letter or work schedule and these Terms, the client care letter or work schedule shall prevail.
- 1.5. These Terms shall be deemed to apply to any matter with effect from the time when we shall have first commenced performing professional services for you. They will apply in all cases for professional work done by us unless any additional or other terms are agreed with you in writing.
- 1.6. Your continued instructions in any matter will amount to your acceptance of these Terms.
- 1.7. These Terms apply in addition to the provisions of the Solicitors Act 1974 and regulations made by The Solicitors Regulation Authority ("SRA") under that Act from time to time. Further information can be found on the SRA website [www.sra.org.uk/solicitors/standards-regulations](http://www.sra.org.uk/solicitors/standards-regulations)
- 1.8. We reserve the right to amend these Terms to meet changing professional obligations and business needs. You will be informed of any substantive changes by reasonable written notice.

## 2. Ellisons and You

- 2.1. Effective representation requires open and honest communication throughout our relationship. We will perform our services with reasonable care and skill and keep you informed about the progress of your work. For us to do this, we will need you to provide us with clear and timely instructions, relevant information, and documents.
- 2.2. Unless you request otherwise, we may communicate with you and with others using any reasonable method, including email.
- 2.3. Whilst we take reasonable steps to safeguard emails and ensure they remain secure; we cannot guarantee the safety and security of information communicated via email.
- 2.4. You should take particular care over any communication which purports to come from us. Please seek verification from us should you have any doubts.
- 2.5. **Customer Satisfaction**
  - 2.5.1. We are committed to providing high-quality legal services to our clients. If you are unhappy about any aspect of the service you have received from us, please contact the legal professional responsible for your case. We have a written Complaint Handling Procedure in place for how we handle complaints which can be found on our website [www.ellisonssolicitors.com/legal-notice/](http://www.ellisonssolicitors.com/legal-notice/)
  - 2.5.2. If you are not satisfied with how we have handled your complaint, you have the right to refer your complaint to the Legal Ombudsman at: PO Box 6167, Slough, SL1 0EH or [enquires@legalombudsman.org.uk](mailto:enquires@legalombudsman.org.uk) or by telephone on 0300 555 1777.

## 3. Confidentiality and Data Protection

### 3.1. Confidentiality

- 3.1.1. Generally, communications between a solicitor and a client are confidential, and some are also protected by legal privilege. However, in certain circumstances, we may be obliged by law or by a regulatory authority, to disclose confidential information in relation to you. These circumstances include, but are not limited to, where there is reasonable suspicion of money laundering or terrorist financing, bribery and/or the facilitation of tax evasion, as well as by an order of the court.
- 3.1.2. If, while we are acting for you, it becomes necessary to make a suspicious activity report, we may not be able to inform you that a disclosure

has been made or of the reasons for it. Where the law permits us to do so, we will tell you about any potential money laundering problem and explain what action we may need to take.

**3.1.3.** In some circumstances, we may disclose to third parties privileged information and advice but only where appropriate steps have been taken to ensure confidentiality. Such circumstances may include, but are not limited to, a review of our business by auditors, upon renewal of our professional indemnity insurance, in the event of a legal claim against Ellisons arising out of work carried out for you and auditing or quality checks by external regulatory or quality certification organisations.

### **3.2. Data Protection and Online ID Verification**

**3.2.1.** Ellisons is committed to ensuring your privacy and confidentiality. We adhere to all the applicable data protection legislation when processing personal data. We will use the personal information we receive from you for managing our relationship with you. We may also share it with third parties if required. Please refer to our Privacy Notice [www.ellisonssolicitors.com/legal-notices/](http://www.ellisonssolicitors.com/legal-notices/) for further information on how we process personal data, your rights of access and for details of our Data Protection Manager.

**3.2.2.** In accordance with all professional practices and financial institutions, we are required to hold verification of your identity and address to comply with anti-money laundering (“AML”) legislation. We carry out electronic AML ID checks as the primary method of verifying your identity which will leave a soft footprint on your credit file but it will not affect your credit rating and will not be visible to companies. Any personal data obtained by us from AML checks, or which you provide to us, is used primarily for the provision of legal services to you and for related business purposes. Copies of your ID will remain on our file until destruction unless you specifically ask us to destroy them sooner although we must retain them for a minimum period of 5 years in compliance with the Money Laundering Regulations.

## **4. Our Fees and Billing**

### **4.1. Fees**

**4.1.1.** We will provide you with the best information possible regarding likely fees at the outset of our work or as soon as reasonably practicable after sufficient information concerning the matter has been received, which enables us to make an informed opinion on the level of costs that are

likely to be incurred. The level of fees is determined by several factors such as the nature of the work, complexity, seniority of legal professionals involved (including expertise or specialist knowledge), the speed with which action must be taken, the level of risk involved, the time spent and, in certain cases, the value of the transaction.

**4.1.2.** Where work is completed on your matter by junior members of a team, there will be an element of supervision required by senior members which will be properly chargeable. Supervision will be factored into the costs estimate provided to you and you will be notified of any applicable hourly rates in our client care letter. This method allows you to benefit from a more cost-effective charging structure whilst still ensuring that the work done is accurate and according to your instructions. If you do not agree with this, please immediately inform the person responsible for your work.

**4.1.3.** An estimate of the likely level of fees will be given at the outset or as soon as sufficient information about your matter is received, which enables us to make an informed judgement. This will either be a global sum or based on an hourly charge rate or as a percentage of a value or a combination of any of these methods. All estimates are given excluding VAT and office expenses (disbursements) incurred on your behalf (for example, copying charges, bank transfer fees).

**4.1.4.** Unless we both agree otherwise, our fees will be calculated with reference to the hourly charging rates (excluding VAT) of the legal and support professionals working for you. These will be set out in your client care letter or work schedule.

**4.1.5.** Our hourly charging rates will be reviewed annually and may be adjusted from time to time. However, we shall notify you of any changes in advance of implementation.

**4.1.6.** Depending upon the type of work, costs may increase and exceed the initial estimate through no fault of ours or yours. We will regularly review our fee estimate given to you and revise and agree it as necessary.

**4.1.7.** In some cases, it is impossible to predict at the outset the total costs which will be incurred. In those cases, you may authorise us to carry out work to an agreed cap or limit which is not to be exceeded without your agreement.

**4.1.8.** Where the work is likely to involve court proceedings or negotiations to settle a dispute, we will inform you of the hourly charge rate(s) used to calculate the final

bill and provide an estimate of the range of likely overall costs. You may ask us to limit the number of hours spent unless and until we obtain your authority to exceed that limitation.

- 4.1.9.** Where a fixed fee has been agreed for a transaction, if for any reason the matter does not proceed to completion, we will charge you for all work actually undertaken at the hourly charging rate and any expenses incurred.
- 4.1.10.** VAT will be charged at the appropriate rate at the time of the invoice. We will, if required, apportion the VAT if there has been a change during the time the work was carried out. We reserve the right to charge as a separate item in our bills any office disbursements to the extent that due account has not been taken of them in our charging rates.
- 4.1.11.** We may have to pay other expenses on your behalf such as search fees, land registry fees, court fees, fees for medical reports and barristers' fees. These disbursements will be payable by you in advance of us incurring the liability for them on your behalf. VAT may be payable on certain disbursements.

#### **4.2. Client Funds & Interest**

- 4.2.1.** Any money received on your behalf will be held in our client account or in a designated deposit account with one or more banks. We do not accept liability to you or anyone else for any loss arising from the failure of a bank holding client account monies. However, if there is such a failure, you may be entitled to compensation under the Financial Services Compensation Scheme operated by the Financial Conduct Authority at the relevant time. At this time, you would be entitled to 100% of the first £85,000 held in that bank. Please note that this compensation is limited to £85,000 per individual, not per account. If you already have money deposited with a bank in your own account, this will be included in the £85,000 maximum compensation. If you are instructing us as a Trustee of a formal bare or simple trust then you may be able to claim up to £85,000 for each beneficiary. We recommend you seek independent legal advice in this regard.
- 4.2.2.** We pay interest on money held within a client account in line with the SRA Account Rules 2019. The rate of interest will be what is considered fair and reasonable for the amount of money held and in accordance with our current interest policy which is available on request.
- 4.2.3.** Rates of interest are reviewed in accordance with changes which are in force from time to time by the Bank of England's base rate.

- 4.2.4.** Interest is credited for the period from when funds are received and cleared into our account. If funds are sent electronically, clearance will be deemed to have occurred at the date on which funds are received or, if sent by cheque, 8 days after the cheque is banked.
- 4.2.5.** We pay all interest earned on client money held on designated deposit account to you as received.
- 4.2.6.** All amounts of interest due are paid gross without deduction of income tax. It will be your responsibility to declare and pay income or other taxes to HMRC as appropriate.
- 4.2.7.** Subject to some limited exceptions, which include, but are not limited to, where money is held on account of disbursements and the person to whom the money is owed has requested a delay in payment; where the sum in lieu of interest does not exceed £50 on general client funds not held in a designated deposit account; or where we have agreed to exclude this policy, a sum equivalent to interest, without deduction of tax, is credited at a competitive instant access rate on all money held.

#### **4.3. Interim Payments**

- 4.3.1.** We may ask you to make payments on account of specific disbursements or generally in respect of our fees either at the outset of your matter or during the course of it. We will require payment of disbursements before these are incurred.
- 4.3.2.** We will render regular interim invoices for work carried out for you. The conditions for payment of disbursement only invoices and interim invoices are the same as for payment of a final invoice.

#### **4.4. Payment of Bills**

- 4.4.1.** All payments must be made by electronic bank transfer, card payment, cheque or banker's draft. We do not accept cash as payment.
- 4.4.2.** Where we hold money on account for you in our client account, we are obliged to use that money to pay our fees due once we have provided you with an invoice or other written notification of costs, unless we have agreed with you to hold that money for some other specific purpose.
- 4.4.3.** Invoices whether interim or final are due for payment within 28 days from their date of issue of our invoice. If all or part of the bill is not paid within this time, we reserve the right to charge interest on a daily basis thereafter at the daily rate of 2% above the base rate of the Barclays Bank Plc

from time to time rate of 8% per annum. Further work will not be commenced until we have received payment of all invoices rendered unless specifically agreed otherwise by us.

- 4.4.4.** In the event of non-payment after 28 days of a request for a payment on account, we reserve the right to cease work for you and to render an invoice for any un-invoiced work done to that time.
- 4.4.5.** If, during the course of court proceedings an interim bill is not paid or a payment on account is not made, we reserve the right to remove our name from the court record and to advise the court of the reason for the removal. In that case we shall cease to represent you in that matter.
- 4.4.6.** In the event that you shall instruct us jointly with, or as agent for, another person or persons, you and that other person or persons shall be deemed to be jointly and severally responsible for our costs and disbursements in the matter except to the extent that we agree with any of you in writing to the contrary.
- 4.4.7.** If we agree that an invoice will be paid by a third party on your behalf and the third party fails to pay us within the stipulated time limit, you will be liable immediately to discharge the invoice. We will be under no obligation to sue that third party for recovery of our fees, and if you are registered for VAT then we will invoice you, not the third party, for the VAT on the fees and disbursements.
- 4.4.8.** Where the work done for you involves court proceedings and the court orders your opponent to pay your legal costs, we will account to you for that amount when received. However, the amount received may be less than the amount which we have agreed to charge you for the work done and we will not be bound to accept the amount recovered from your opponent in settlement of our fees. Our fees are payable by you even if, when the court has awarded you costs, your opponent cannot or does not pay.
- 4.4.9.** Our final bill will cover our costs for work completed during the period covered. However, it may not include all our expenses and disbursements for that period since third parties may not have sent their invoices or charges to us in time to be included in the bill. In that event, the relevant expenses and disbursements will be invoiced after we have received the third party invoice payment.

## **5. Documents and Files**

- 5.1.** From the conclusion of our matter with you, files (including electronic versions) will be retained and stored for a minimum of six years. After this period, storage is on the clear understanding that we have the right to destroy the files after such period as we consider reasonable.
- 5.2.** We will not destroy any documents such as Wills, deeds, or other securities which you ask us to hold in safe custody. We may make an administrative charge for any time spent reviewing or sorting the papers in order to comply with your instructions.
- 5.3.** We currently store our client's papers, files, deeds, and other such securities without charge but reserve the right to make a charge for future storage on reasonable notice.
- 5.4.** We also reserve the right to charge for the production and/or copying of any deeds, documents, files, or papers retained on your behalf and for the delivery thereof. Any documents, files, deeds or other securities will be delivered to you by post at your risk.
- 5.5.** We accept no liability for the storage of any such papers, files, deeds, and other securities on your behalf (other than for our negligence) and such documents are retained at your risk.

## **6. Investment Advice**

- 6.1** Ellisons is not authorised by the Financial Conduct Authority. If, during this matter, you need advice on investments, we may have to refer you to someone who is authorised to give the necessary advice.
- 6.2** However, we may provide certain limited investment advice services where these are closely linked to the legal work, we are providing to you. This is because we are members of the Law Society of England and Wales, which is a designated professional body for the purposes of the Financial Services and Markets Act 2000.
- 6.3** If, during this matter, you need advice on financial planning and investments, we may have to refer you to someone who is authorised by the FCA. Although we are not authorised to carry out investment business, like most other law firms, we can recommend you to a number of firms of Independent Financial Advisers with whom we have developed a close working relationship over many years and whom we are confident will be able provide you with a good quality service. These include, Ellisons Financial Services Limited (a company run by Matthew Douglas Limited); Becketts; and East Anglian Financial Planning. If you would like us to arrange and an introduction, we would be delighted to do so, without charge or other obligation.

## 7. Insurance Advice

**7.1** We are not authorised under the Financial Services and Markets Act 2000, nor are we regulated by the Financial Conduct Authority, but we are included on

the register maintained by the Financial Conduct Authority (FCA) as members of the Law Society of England and Wales as a designated professional body for the purposes of the Financial Services and Markets Act 2000 so that we may carry on insurance distribution activity, which is ancillary to the work we are instructed to carry out for you. This may include, for example, arranging defective title insurance, missing beneficiary insurance, household and business insurance and after the event legal expenses insurance.

**7.2** In relation to these insurance related activities, please note that we operate as an ancillary insurance intermediary only and that we do not develop or manufacture insurance products. If we list insurance products that might be relevant for you, we do so without recommending them, even though they are products which we are aware of. We are required to inform you that we act for you as our client in this regard and not the insurer's and that we do not hold shares in the insurance companies that we may recommend and nor do we receive any commission or other payment from them in connection with the provision of these services or insurances.

**7.3** We do not personally recommend products and we do not conduct a review of the market. If you wish to receive a recommendation for the best product to meet your needs, you should contact a specialist.

**7.4** We do not usually receive a commission or other income from third parties in connection with our insurance distribution work. If a commission or other income are received, these will be disclosed to you.

**7.5** Complaints and redress mechanisms for our insurance distribution services are the same as for our legal services and we refer you to our Complaint Handling Procedure.

## 8. Tax Advice

We do not provide advice on the tax implications of a transaction that you instruct us to carry out or the likelihood of them arising. You should therefore seek the advice of your Accountant. If we are ever able to provide tax advice on particular matters, we will confirm this in writing to you.

## 9. Alliot Global Alliance

**9.1** Ellisons is an independent member firm of Alliot Global Alliance, which is an international alliance of independent accounting, law and specialist firms.

Alliot Global Alliance and its member firms are legally distinct and separate entities. These entities are not and shall not be construed to be in the relationship of a parent firm, subsidiary, partner, joint venture, agent or a network.

**9.2** No Alliot Global Alliance member firm has any authority (actual, apparent, implied, or otherwise) to obligate or bind Alliot Global Alliance or any other Alliot Global Alliance member firm in any manner whatsoever. Equally, neither Alliot Global Alliance nor any other member firm has any authority to obligate or bind the Firm or any other member firm.

**9.3** All Alliot Global Alliance members are independent firms, and as such, they each render their services entirely on their own account (including benefit and risk).

**9.4** In connection with legal services rendered by us from time to time, we may seek advice from or may recommend the retention of an Alliot Global Alliance member firm. Alliot Global Alliance and its other member firms shall have no liability for advice rendered by Ellisons or such consulted or retained Alliot Global Alliance member firm. Nor shall Ellisons have liability for advice rendered by any of the other Alliot Global Alliance member firms, even if consulted or recommended to you by us.

## 10. Intellectual property rights

**10.1** You will be entitled to use and copy all documentation created by us for you in the scope of our work. All copyright and other intellectual property rights in the documentation created by us and relating to or connected with the scope of our work remains our property. We will be free to use any of the documentation and to use the intellectual property of any advice for other clients provided that we do not breach our duty of confidentiality.

**10.2** We accept no liability for you using any documents created by us and provided to you if they are not used in relation to the instruction they were intended upon.

## 11. Exclusion and Limitation of Liability

**11.1** Our liability to you for breach of contract or negligence shall be limited to £3,000,000 (3 million pounds sterling) for each and every engagement unless we expressly agree in writing a higher amount with you.



- 11.2** We will not be liable for any consequential, special, indirect, or exemplary damages, costs or losses or any damages, costs or losses, nor for any costs or losses attributable to lost profits or opportunities.
- 11.3** We will not be liable to you for any losses caused by delay or failure to perform our obligations related to a banking failure or other circumstances outside our control, including, but not limited to, Acts of God, government action, war, industrial disputes, protests, riot, civil war or civil disorder, accident, fire, flood, storm, breakdown of machinery, acts of terrorism, notifiable disease, pandemics or other local, national or international health emergencies and any other national or regional emergencies or difficulty and increased expense in obtaining information or services of any description.
- 11.4** We cannot limit our liability for death, or personal injury caused by our negligence or any other liability to the extent that its limitation or exclusion is prohibited by the law.
- 11.5** This agreement is between you and Ellisons only and legal services will be provided by Ellisons. You acknowledge that there is no assumption of a personal duty of care by any individual person in Ellisons and that any claims you may have will be against Ellisons rather than against those individuals.
- 11.6** For the purposes of the Building Safety Act 2022, it may be impossible for us to verify from the seller or their legal representative whether it is a qualifying lease or that the Deed of Certificate is accurate and correct. We will endeavour to make reasonable enquiries, but we do not accept any liability if the property at some point in the future is subject to an onerous remediation bill. Due to the Council of Mortgage Lenders setting out strict requirements for Lenders to meet when lending against a property in a Relevant Building for the purposes of the Building Safety Act, it may be difficult for us to obtain the information needed for the Leaseholder Deed of Certificate. Where this arises, we will be unable to give an assurance to the Lender that the lease qualifies for protection and where this arises, we will not be able to discharge our duty to the Lender meaning we may need to withdraw from acting and unable to proceed with the transaction.
- 11.7** Where the requirements of the Economic Crime (Transparency and Enforcement) Act 2022 apply to an overseas entity who wishes to acquire UK property, we will not undertake registration, updating of the register or annual renewal services.

This is your responsibility to ensure you are compliant with the obligations and we may require sight of your registration before we can proceed with your matter.

## **12 Professional Indemnity**

Our primary professional indemnity insurance provider is Starr International (Europe) Ltd at 4th Floor, 30 Fenchurch Avenue, London, EC3M 5AD. The insurance coverage is Worldwide.

## **13 Equality and Diversity**

Ellisons is committed to promoting equality and diversity in all its dealings with clients, third parties and employees. A copy of our Equality and Diversity Policy can be found on our website [www.ellisonssolicitors.com/legal-notices/](http://www.ellisonssolicitors.com/legal-notices/)

## **14 Termination**

- 14.1** You may terminate your instructions to us in writing at any time, but we will be entitled under the law to keep all your papers and documents whilst there is money owing to us for our fees, and disbursements, including interest and court costs where applicable. This is known as a 'general lien' and we are entitled to exercise this even if the value greatly exceeds the amount due to us in respect of costs.
- 14.2** If we are conducting litigation for you, we have additional rights. We may exercise our lien in relation to any property recovered or preserved for you whether it is in our possession or not and in respect of all costs incurred, whether billed or unbilled. We also have the right to ask a court to make a charging order in our favour for any assessed costs.
- 14.3** We may decide to stop acting for you only with good reason, such as, if you do not pay an interim bill or comply with our request for a payment on account. We must give you reasonable notice that we will stop acting for you.
- 14.4** If you or we decide that we will no longer act for you, you will pay our charges on up to that point.
- 14.5** If you wish to obtain a copy of your file then we may charge you for providing this to take into account our time in carrying out your request and any administrative costs. This is usually in the region of £50 plus VAT but varies according to the complexity of the request. Any fees charged must be paid in full before the file is released.

## **15. Waiver**

If we do not exercise any right or remedy provided under these Terms or by law it shall not constitute a waiver of that or any other right or remedy. Any

waiver by us in relation to your breach or default under these Terms shall not be deemed a waiver of any subsequent breach or default.

#### **16. Governing law**

**16.1** These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them and our services shall be governed by and construed in accordance with the law of England and Wales.

**16.2** The Courts of England and Wales shall have exclusive jurisdiction to determine any dispute or claim arising from these Terms and the services supplied in accordance with these Terms.

#### **Offices :**

##### **Our Head Office is:**

Headgate Court  
Head Street  
Colchester  
Essex  
CO1 1NP  
01206 764477

For a full list of office and contact details please visit:

[www.ellisonsolicitors.com/contact-us/](http://www.ellisonsolicitors.com/contact-us/)

##### **Also at :**

###### **Colchester**

The Bath House  
Le Cateau Road  
Colchester  
Essex  
CO2 7NA

###### **Bury St Edmunds**

Suite 1A Linden Square  
146 Kings Road  
Bury St Edmunds  
Suffolk  
IP33 3DJ  
01284 763333

###### **Chelmsford**

115 New London Road  
Chelmsford  
Essex  
CM2 0QT  
01245 847636

###### **Frinton-on-Sea**

143 Connaught Avenue  
Frinton on Sea  
Essex  
CO13 9PS  
01255 851000

###### **Ipswich (1)**

2-6 Arcade Street  
Ipswich  
Suffolk  
IP1 1EL  
01473 230033

###### **Ipswich (2)**

Wherstead Park  
The Street  
Wherstead  
Ipswich  
Suffolk  
IP9 2BJ  
01473 556900

