Standard Terms of Business

GloverPriestSolicitors

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www.gloverpriest.com

GloverPriest Solicitors Limited is registered in England and Wales. Company Registration No. 08310219 Authorised and Regulated by the Solicitors Regulation Authority No: 597426 A list of Directors names and their professional qualifications is available for inspection at the registered office. The term "Partner" if used, denotes a Director, an employee or consultant of GloverPriest Solicitors who is a Lawyer with equivalent standing and qualifications. VAT No. 168328091

Contents

1. Regulation 4
2. Contacting Us 4
4. Professional Indemnity 4
5. Scope of our Services 4
6. Level of service 5
7. Joint Instructions 5
8. Acting for Buyer and Seller 5
10. Provision of Information 6
11. Use of AI 6
12. Responsibility for Work 7
13. Complaints 7
14. Professional Fees 8
15. Matter not concluded 8
16. Estimate of Costs 8
17. Residual Balances 8
18. Limits 9
19. Fixed Charges 9
20. Disbursements 9
21. Other parties' charges and expenses 9
22. Third party responsibility 10
23. Photocopying 10
24. Instructing Counsel (where applicable) 10
25. Billing arrangements 10
25.1 Timing of bills 10
25.2 Payments on account 10
25.3 Settlement of bills 10
25.4 Concerns over your bill 11
26. Lien over papers and documents 11
27. Client account 11
28. Client Interest 11
29. Cybercrime and email Fraud 12
30. Confirmation of our bank details 12
31. Sending funds to our bank account(s) 12
32. Our firm sending funds to you 12

Authorised and Regulated by the Solicitors Regulation Authority No. 597426 GloverPriest Solicitors Limited Co Reg No. 08310219 A list of Directors is available from the registered office.

33. Insurance 12
34. Limitation of Liability 13
34.1 Reliance by third parties 13
34.2 Liability in respect of other parties 13
34.3 Limitation of our liability 13
35. Conflict 14
36. Equality & Diversity 14
37. DATA PROTECTION PRIVACY NOTICE 14
36.1 How we use your data 14
36.2 Sharing information 14
36.3 Your Rights 14
36.4 How long will we hold your data? 14
38. Money Laundering 15
38.1 Notification 15
38.2 Identification 15
39. Mortgage fraud (Where applicable) 16
40. Completion 16
41. Tax advice 16
41.1 Stamp Duty Land Tax (SDLT) Submission 17
42. Referrals 19
43. Email Communications 19
44. Termination 19
44.1 Termination by you 19
44.2 Termination by us 20
45. Storage and Retrieval of files 20
46. Third Party Rights 20
47. Enforcement 20
48. Governing law 21

Authorised and Regulated by the Solicitors Regulation Authority No. 597426 GloverPriest Solicitors Limited Co Reg No. 08310219 A list of Directors is available from the registered office.

The following terms of engagement apply to all work carried out by GloverPriest Solicitors except as otherwise agreed. The expression “we”, “us”, and “our” refer to GloverPriest Solicitors and “you” and “your” refer to our client.

These terms and conditions will apply to any services which we provide to you and will usually be supplemented by a letter dealing amongst other things with the specific services to be provided and the fees payable.

These terms and conditions may be revised from time to time and a copy will be sent to you to replace these, and the revised terms and conditions will apply from the date you receive them. You are of course free to terminate the arrangement between us if you do not accept the revised terms and conditions.

1. Regulation

We are authorised and regulated by the Solicitors Regulation Authority (SRA). Our SRA number is 597426. We operate in accordance with the SRA Standards and Regulations. For further information or to see a copy of the Handbook, please visit www.sra.org.uk.

GloverPriest Solicitors Limited is registered in England and Wales with registration number 08310219. A list of our directors and their professional qualifications is open to inspection at our registered office 43 Albert Road, Tamworth, Staffordshire, B79 7JS.

VAT number 168328091.

2. Contacting Us

Our offices are located:

- 43 Albert Road, Tamworth, B79 7JS
- The Old Court Building Stourbridge, DY8 1QL
- Springfield House, 56 Springfield Road, Kings Heath, Birmingham, B14 7DY
- 817 Hagley Road West, Quinton, Birmingham, B32 1AD
- 306A Queslett Road, Great Barr, Birmingham, B43 7EX
- 32A Sheep Street, Wellingborough, NN8 1BS
- Brooke House, 24 Dam St, Lichfield WS13 6AA
- 19, The Point Business Park, Rockingham Rd, Market Harborough LE16 7QU

The normal hours of opening are between 09:00 and 17:00hrs on weekdays. Appointments can be arranged outside those hours when essential to the interests of a client.

3. Alternative formats

If you require this document in an alternative format, please contact: info@gloverpriest.com

4. Professional Indemnity

In the interests of our clients, we maintain compulsory professional indemnity insurance to a total level of two million pounds. Our insurers are JLT. A full hard copy of our insurances are available to view at our offices. Please ask for details.

5. Scope of our Services

The scope of the services we have agreed to provide for you in any matter will be agreed between us and confirmed in our Client Care Letter. You agree that you do not require us to provide you advice or further services in relation to any aspect outside of the scope

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of the services so agreed

6. Level of service

We will regularly update you by telephone or in writing with progress on your matter in particular, following key events or stages in your matter. We will always endeavour to communicate with you in plain language.

We will update you on the cost of your matter at least six monthly and/or at agreed events. Whenever there is a material change in circumstances, we will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter. We will continue to review whether there are alternative methods by which your matter can be funded.

We will update you on the likely timescales for each stage of this matter and any important changes in those estimates.

7. Joint Instructions

Where we are jointly instructed by you and another client to act in a matter, we will assume that either of you are authorised to give us instructions, unless either of you advise us otherwise. In addition, as matters progress, we may need to act on instructions of other people from whom we consider it is reasonable to take instructions in order to progress the matter within the timescales set.

Unless informed of any change, we will assume that this remains the case until our work is completed.

8. Acting for Buyer and Seller

Our Regulator, the Solicitors Regulation Authority, governs that we must inform clients when the firm has also been instructed by the other party i.e. the Buyer or Seller. If this should be the case, the other party will be represented by a fee earner based at a different office to your fee earner. They will not have access to your file and therefore your confidentiality will be maintained throughout the matter. Unless something so serious as fraud, dishonesty, money laundering should happen, we cannot foresee any concerns in relation to a conflict of interest. If this should happen, we would stop acting for both parties.

In line with the SRA Standards and Regulations (Code of Conduct), we are required to obtain your written consent to act for you. By signing and agreeing to the terms of this document, you are providing your express consent for the firm to act for both parties.

9. Building Safety Act 2022 - Acting on a Purchase

Where the Building Safety Act 2022 applies to your purchase, we will not advise you whether the Leaseholder Deed of Certificate and Landlord Certificate have been correctly executed and populated as required. In the circumstances, we cannot be held responsible if the Landlord Certificate or Leaseholder's Deed of Certificate is defective. It is not possible for this firm to be certain if the previous leaseholder meets the requirements of being a qualifying leaseholder under the said Act or the owner of the flat or apartment is not qualified as of the 14th of February 2022, but says that they are and thus lulling you and your lender into a false sense of security in relation to this high risk area.

Our retainer does not include setting out any financial obligations under the Building Safety Act 2022 and the impact that this may have on their use and enjoyment of the property even where the information produced by the seller appears to show that this building and this lease is protected by the Building Safety Act this firm cannot guarantee that is correct. The information or representations made by the seller may be a mistake or may be a deliberate lie. At the same time the landlord may have made an error or may deliberately be attempting to conceal information or to transmit false information to you.

Authorised and Regulated by the Solicitors Regulation Authority No. 597426 GloverPriest Solicitors Limited Co Reg No. 08310219 A list of Directors is available from the registered office.

We are not in a position to advise on Fire Safety Regulations as we are not fire safety experts. If you have concerns in connection with fire safety or building safety then you should instruct a fire safety surveyor to check the building to make sure that the appropriate measures have been put in place to prevent fire risk or to reduce its impact.

Several lenders have set out detailed requirements to law firms prior to full guidance being readily available for law firms, and as such, some of the information that lenders are expecting us to check is simply not available. If this applies here, the only option is to notify the lender of the position and ask them for confirmation that they are happy to proceed. By signing these terms you agree that this firm may report in writing to your lender the current position regarding the Building Safety Act 2022 as far as it affects this Property.

10. Provision of Information

To assist us in carrying out the work as efficiently as possible, you will need to ensure that all information provided is to the best of your knowledge complete, accurate and up to date. You should also notify us of any changes or variations to that information which may arise after the date it is passed to us and of any new circumstances that might be relevant to the work we are undertaking.

11. Use of AI

As the Client

Please note that if you upload any documents or information to open or public AI tools, such as freely available online AI services, this may mean your information is no longer private. Once shared, it may be treated as having been given to someone outside this firm. This can lead to a loss of legal privilege and confidentiality. The information may also be stored or reused by the AI provider in ways we cannot control. For these reasons, you should not upload any confidential or legally sensitive material to public AI tools unless you have taken legal advice and fully understand the risks.

If as the Client you utilise Artificial Intelligence (AI) tools, Large Language Models (LLMs), or automated generation software to create, draft, or modify any materials, raise queries, or communications related to the Services, the following terms apply:

1. **Surcharge Rate**: The Company reserves the right to charge an additional fee flat fee of £250.00 +VAT per occurrence, for any time spent reviewing, correcting, or addressing AI-generated inquiries, hallucinations, or errors.
2. **Additional Time**: The Company is not responsible for delays caused by the need to verify, correct, or reverse engineer any AI-generated data or content submitted by the Client.
3. **Notification**: The Provider will notify the Client prior to incurring these additional charges.

As the Company

We use artificial intelligence (AI) to enhance efficiency and support our legal professionals, while maintaining the highest standards of quality, security and client care. Our use of AI is guided by three key principles:

AI supports, but never replaces, legal expertise.

AI is used to assist with legal research, document drafting, translation and administrative tasks. It does not provide legal advice or make legal decisions. Every piece of advice we give is reviewed and approved by a competent person, who remains fully responsible for the work.

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Your information remains secure.
Protecting client confidentiality is paramount. We never input confidential client information into public or consumer AI platforms. Where AI is used in client matters, we only use secure, enterprise-grade systems that provide contractual assurances that our data will not be used to train AI models and that appropriate security, access controls and data protection measures are in place.

Our professional standards never change.
The use of AI does not alter our professional responsibilities. We continue to comply with all applicable regulatory and ethical obligations, including maintaining competence, protecting confidentiality and always acting in our clients' best interests. AI is simply a tool that supports our team—it never replaces their expertise or professional judgement.

12. Responsibility for Work
The name of the person who will carry out most of the work in this matter and, if different, the partner with overall responsibility for your matter will be confirmed in our Client Care Letter. They may from time to time, be assisted by other members of our team i.e. trainees, paralegals etc. However, you will be notified of this either in the Client Care Letter or in writing when applicable.

We try hard to avoid changing the people who are handling your work but if this cannot be avoided, we will notify you promptly of the name and status of the person who will be dealing with your case.

13. Complaints
We are committed to high quality legal advice and client care and aim to offer all our clients an efficient and effective service, and we are confident that we will do so in this case.

If at any point you become unhappy with the service we provide to you, then please inform us immediately so that we can do our best to resolve the problem for you. You can obtain a copy of our complaints procedure here www.gloverpriest.com

However, if you would like to discuss how the service to you could be improved, the level of your bill, or should there be any aspect of our service with which you are not satisfied, please contact:

Emma Pulford
- Tel: 01933 276147
- Email: emma.pulford@gloverpriest.com
- Post: FAO Emma Pulford, GloverPriest Solicitors, 32A Sheep Street, Wellingborough NN8 1BS.

We have eight working weeks to provide our final response to your complaint. If we are unable to resolve your complaint, then you can have the complaint independently looked at by the Legal Ombudsman. The Legal Ombudsman investigates complaints about service issues with lawyers. The Legal Ombudsman may be contacted at PO Box 6167, Slough SL1 0EH.

The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. You must also refer your concerns to the Legal Omudsman within six months of our final response to you. However, the Legal Ombudsman will not accept complaints where the act or date of awareness was before 6 October 2010. For further information, you should contact the Legal Ombudsman on 0300 555 0333, email enquiries@legalombudsman.org.uk or visit www.legalombudsman.org.uk.

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If you think a solicitor might be dishonest or you have concerns about their ethics or integrity, you also have the right to notify our regulator, the Solicitors Regulation Authority (SRA). There are no time limits for making a report but there are limits on what the SRA will consider. Please note that the SRA is not able to deal with issues of poor service (complaints of this nature should instead be referred to the Legal Ombudsman). For further information about the SRA's role: https://www.sra.org.uk/consumers

14. Professional Fees

Unless and until either an alternative fee arrangement has been agreed and confirmed in writing by us or you are entitled to have our fees paid by the Legal Aid Agency (in which case different cost considerations apply as set out in our Client Care Letter), the basis for calculation of our fees is primarily by reference to the time spent by the fee earner(s) dealing with the matter (including any time which we spend travelling) and will be charged at an hourly rate.

Where relevant, the hourly rates applicable to your matter will be confirmed to you in our Client Care Letter. We may from time to time review our charging rates and will notify you immediately in writing of any changes which are applicable to your matter.

Our current rates from time to time may not be appropriate in cases of exceptional complexity or urgency or where specialist knowledge is required. Where it becomes apparent that such circumstances exist, we will notify you of this.

All fees are quoted exclusive of VAT, which will be added where appropriate. Currently, the VAT rate is 20%.

15. Matter not concluded

Unless otherwise agreed in writing, our fees are payable whether or not a matter is successfully concluded. If any matter does not proceed to completion for any reason during the period in which we are instructed, then we will be entitled to charge for work done on an hourly basis plus expenses as set out above. Such hourly rates will apply to any time spent trying to get back money you owe us including any associated administration and third-party costs but at our absolute discretion, we may waive part or all of such entitlement to fees

16. Estimate of Costs

We will provide you at the outset of a matter with the best possible information on our costs and will update this information as the matter progresses. As you will appreciate however, a matter can often end up taking quite a different shape from that envisaged at the time when it starts and the legal advisers are instructed. Accordingly, it can be difficult to come up with a clear estimate. However, as matters progress, we should be able to provide you with more detailed estimates of our likely costs and will keep this under review with you.

17. Residual Balances

We will apply a reconciliation fee of £25.00+ VAT at the conclusion of your matter if we still hold any monies on account once everyone has been paid. The fee is for investigating the circumstances and determining ownership of any such account balance. Balances can remain for a variety of reasons. Our regulator requires that a balance must be zero before we can close our file.

If the remaining account balance is insufficient to cover the reconciliation fee, the fee will either be limited to the level of the balance or waived by us entirely. This situation may occur if the balance needs to be paid to a third party. Please be informed that we will not request any additional funds from you to cover this fee.

After deducting the reconciliation fee, if we still hold any funds on your behalf at the

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conclusion of your matter, we will make every reasonable effort to return the money to you. To facilitate this process, please ensure that we have your accurate bank details so that we can directly transfer any remaining funds to your account. Alternatively, please keep us informed of any changes to your contact information, allowing us to reach out and arrange a bank transfer or explore other suitable methods of repayment.

In the event that it becomes necessary to trace and communicate with you or the rightful owner of the funds, we will assume the associated costs. However, if despite our reasonable efforts we are unable to return the money to you, we will proceed to donate it to a charitable cause.

18. Limits

Whilst it is often not possible to estimate charges in advance, it is open to you to notify us of any limit which you wish to impose on our charges after which further reference will be made to you. We will advise you when it appears that any cost estimate or limits are close to being exceeded.

Notwithstanding any estimates or costs limits however, the final bill will be a product of the amount of time our fee earners spend on the matter and our agreed fee rates; any estimates provided are neither intended to be a cap nor a target billing figure. Therefore, if significant further work is required in addition to that currently envisaged or if the timetable is extended significantly, our fees will be greater than our indicative estimates. Should it become apparent at any time during the course of the matter that significant further work will be required, we shall of course let you know.

19. Fixed Charges

In property transactions, in the administration of estates and in transactions involving a substantial financial consideration or benefit to the client, fees may be calculated both by reference to the time spent and also by reference to a value element based on e.g., the price of the property; the amount of the mortgage advance; the size of the estate; or the value of the financial benefit. The value element reflects the importance of the transaction and the consequent responsibility falling on us as a firm. We will tell you in advance if a value element will be included, how it will be calculated and the amount to be charged.

The fixed fee estimate plus VAT and expenses is based on the information available to us now. We reserve the right to review the charges if we are required to undertake work which is additional to that which can be anticipated at this stage. You will be notified if this arises.

20. Disbursements

Solicitors have to pay out various expenses on behalf of clients such as Land or Probate Registry fees, court fees, experts' fees, and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT is payable on certain expenses. We refer to such payments generally as 'disbursements'. We may require a payment in advance from you in respect of any disbursements which are likely to be payable on your matter.

If the matter does not proceed, we will charge you for the disbursements, we have paid out on your behalf and also we reserve the right to make a reasonable charge for the work done.

21. Other parties' charges and expenses

In some cases and transactions, a client may be entitled to payment of costs by some other person. It is important that you understand that in such circumstances, the other person may not be required to pay all the charges and expenses which you incur with us.

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You have to pay our charges and expenses in the first place and any amounts which can be recovered will be a contribution towards them. The other person will not be liable to pay the VAT element of your costs if you are able to recover the VAT yourself.

22. Third party responsibility

In certain circumstances, there may be an expectation that a third party (including an insurer) will pay your costs. In the event that the third party does not pay the sums due, you will be required to pay the outstanding costs.

23. Photocopying

Photocopying will only be charged as an additional expense where there is exceptional photocopying required over and above that which would be routine for your matter. Should this arise you will be notified in advance and we would charge such photocopying at the rate of 15p per mono copy, or 25p per colour copy

24. Instructing Counsel (where applicable)

When instructing any barrister, we will look to ensure that you are provided with a good service and suitable representation. You are reminded that you have a right to complain about the service provided by a barrister and this includes a right, at the conclusion of the complaints process, to refer that complaint to the Legal Ombudsman (for more information about the Legal Ombudsman, we would refer you to our own complaints' process, as referred to below). In this respect therefore, the barrister may request at the time they are instructed that we pass on your contact details in order that they may provide you with details about their service levels and the manner in which you may raise a complaint about their services. If a barrister is instructed then we will discuss with you whether it is appropriate to pass your contact details directly to the representing barrister and, if not, we will liaise with the barrister on your behalf in order to provide you with the relevant information.

25. Billing arrangements

25.1 Timing of bills

We will normally send you a final bill for the settlement of our services at the end of the matter. However, if the matter is ongoing, we may render interim bills at agreed intervals.

25.2 Payments on account

We may ask you to pay sums of money from time to time on account of the anticipated fees. We will offset any such payments against your final bill. Total fees may be greater than any advance payments.

Any payment made maybe be subject to 3 to 5 working days clearing period dependant on payment method. We are unable to progress without cleared funds.

25.3 Settlement of bills

Accounts are to be paid by you when due, whether or not the amounts concerned may ultimately have to be paid by another party. Bills are to be settled in full within 28 days of receipt.

We may charge interest on unpaid bills from 28 days of delivery of the bill on a daily basis at the statutory rate (currently 8%).

In relation to non-contentious costs, we are entitled to charge interest on unpaid bills at the rate payable on judgment debts from 28 days after delivery of the bill in accordance with Article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009. We reserve the right to charge interest on any outstanding amounts at the statutory rate

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(currently 8%).

If any payment on account is not made or a bill is not settled in accordance with these terms, we reserve the right to decline to act further for you.

We may also charge you for our costs of trying to get back money you owe us, or if you break any of our terms and conditions including administration and third party costs.

25.4 Concerns over your bill
If you are not satisfied with the amount of our fees, please contact us. Objections about the amount of our fee will be handled by way of our complaints procedure.

If you remain unhappy about the level of our fees you may be able to make a complaint to the Legal Ombudsman (as more particularly set out above) or may be entitled to have the bill assessed by the Court in accordance with Part III of the Solicitors Act 1974. Your rights are set out more fully in Sections 70, 71 and 72 of the Solicitors Act 1974.

26. Lien over papers and documents
Following the conclusion of your matter, we are entitled to retain your file of papers and documents while there is money owing to us for fees.

27. Client account
We operate a client account facility which allows for money to be held or transferred in relation to a matter we are working on. However, the facility is operated at our discretion and any unauthorised receipts will be held pending further investigation or returned to the sender. Therefore, we ask that you give us advance warning of any receipts.

It is our policy to only accept cash up to £500. If you circumvent this policy by depositing cash direct with our bank, we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds. 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.

28. Client Interest
If we hold money on your behalf, in accordance with the SRA Accounts Rules 2011, it is our policy that we will pay you a sum of money in lieu of interest on a fair and reasonable basis.

Client monies will normally be held by us in a general client account.

A sum in lieu of interest will be payable on amounts held in our general client account on the following basis:

- Interest will be paid at the conclusion of your matter
- The period for which interest will be paid normally runs from the date the funds are received by us cleared in our account until, where paid electronically, the date when the funds are sent or, where paid by cheque, the date(s) on the cheque(s) issued to you
- Interest is paid at a rate of 0.10% on all money held, unless a separate rate has been agreed in advance
- All sums that are paid to you will be paid as a gross amount
- We will not account to you for any sums in lieu of interest in the following situations:
    - On money held for the payment of a professional disbursement if the person to whom the money is owed has requested a delay in settlement
    - On money held for the Legal Aid Agency
    - On money on an advance to us to fund a payment on your behalf in excess of funds already held for you
    - Where the total amount of interest calculated over the course of the matter is £20

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or less
- Otherwise, where there is an agreement to contract out of the provisions of this policy.

29. Cybercrime and email Fraud

It is unfortunate that Cybercrime and email fraud targeted at law firms and their clients is on the increase. Fraudsters are using very sophisticated methods to manipulate IT and intercept communications. Fraudsters send scam emails using domain names similar to the genuine domain of the law firm. GloverPriest Solicitors domain name is "@gloverpriest.com" and genuine emails from us will only ever use this domain name.

30. Confirmation of our bank details

Our bank account details will be confirmed to you at the outset of the matter. We will not be changing our bank account details during the course of dealing with your matter so the account details we have confirmed in the body of these terms and conditions will stay the same throughout the lifetime of your matter.

It is very important that you are aware that we will **not** notify you of changes to our bank account details by email. We will only notify you of changes to important business information, including bank account details, in official correspondence which will be sent by postal mail.

If you ever receive any other communication purporting to come from us and which purports to change our bank account details or to request that you send funds to another account, please do not rely on this and immediately contact the person at this firm handling your matter by telephone. Even if the request appears to have come from us, you must never send funds to another account unless you have verified this with us.

We cannot take any responsibility for any losses where funds are transferred to other accounts that have not been verified by us.

31. Sending funds to our bank account(s)

Prior to transferring any funds to our account, we recommend you contact us to verify our account details. Wherever possible, you should contact the person at this firm handling your matter by telephone.

32. Our firm sending funds to you

We may not agree to send any funds to you unless it is to a pre-agreed bank account which we have verified.

You must take care to protect your own data and bank account details. Confirming your bank details by email should be avoided.

For all new matters, the person with conduct of your matter will contact you by telephone to verify your bank account details, prior to our sending funds to you. We are sorry if this causes any delay to the processing of payments but we do consider that these steps are necessary to help protect you and your money from fraud.

If you are a long-standing client of the firm and/or a client to whom we have previously transferred funds and your bank account details have not changed we will rely on our previous transactions rather than contact you via telephone for verification unless circumstances exist which increase the level of risk or we otherwise consider it appropriate to do so.

33. Insurance

We are not authorised by the Financial Conduct Authority (formerly the Financial Services Authority). However, our firm is included on the FCA Register so that we can carry on

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insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This is part of our business, including arrangements for complaints or redress if something goes wrong is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.gov.uk

If we are requested to recommend an insurer, we will advise the client about the range of legal indemnity insurers we have checked before recommending a particular policy and, if it is not on a fair market analysis, we will explain the basis upon which the recommendation has been made and will check the suitability of any such policy. If we are requested to assist in the arranging of any insurance on behalf of a client, we will inform the client of all necessary information by means of a written 'demand and needs statement'.

If we recommend a referral to a particular insurer, we shall do so in good faith, but we shall not be liable to you for any advice or assistance you may be given by them. Furthermore, you will not be afforded the regulatory protection of the SRA and shall not be entitled to the benefit of the SRA Compensation Fund in relation to those insurance services.

The Law Society of England and Wales is a designated professional body for the purposes of the Financial Services and Markets Act 2000. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman is the independent complaints-handling arm of the Law Society. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of those bodies.

34. Limitation of Liability

34.1 Reliance by third parties
Advice rendered by us is provided for the purpose of the instructions to which it relates and for your benefit. It may not be used or relied on for any other purpose or by any person other than you without our prior agreement.

34.2 Liability in respect of other parties
We will use all reasonable endeavours to ensure that all information provided by us is accurate but we cannot account for the accuracy of information provided by or obtained from third parties. We shall not be liable for any decision made or action taken by you or others based upon reliance on or use of information or advice provided by or obtained from third parties.

Where we are asked to recommend the services of another advisor or service provider, we will do so in good faith, but without liability and without warranting the ability or standing of that person or firm. We will not be responsible for the quality of the services provided by that person or firm.

34.3 Limitation of our liability
Our liability to you for a breach of your instructions shall be limited to the quoted amount, unless we expressly state a higher amount in the letter accompanying these terms of business. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

We can only limit our liability to the extent the law allows. We cannot limit our liability for death or personal injury caused by our negligence.

Please ask if you would like us to explain above.

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35. Conflict

An actual or potential conflict between your interests and the interests of another client of the firm may arise during the course of a matter. If this situation arises during our dealings with you, we will discuss the position with you and determine the appropriate course of action.

36. Equality & Diversity

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

37. DATA PROTECTION PRIVACY NOTICE

36.1 How we use your data

We are registered as a Data Controller with the Information Commissioner's Office. We will use the information that you give us to provide you with legal services, as per your instructions. We will keep your information confidential and will only use it for the purpose(s) for which it was provided or as is permitted in law (i.e. for dealing with complaints or regulatory investigations).

36.2 Sharing information

We may have to share some or all of your information with other third parties. This may include barristers, experts and other third parties who we need to instruct to assist us with your matter. We may also have to share information with the Legal Ombudsman (if you complain about our services) and the Solicitors Regulation Authority (the statutory body that regulates solicitors). In doing so we will always take care to ensure that your information remains confidential and safe. We will liaise with you during your case about which experts, barristers and other third parties we instruct on your behalf.

We may need to share some or all of your information with quality assurance auditors for the purposes of their assessment of whether we are adhering to quality standards. Any examination will be strictly controlled and will be shared for the sole purpose of ensuring that our handling of your matter meets the requirements of the quality standard.

We may wish to contact you in the future about our other services. Please let us know if you are happy to receive that information. To inform us of your preference, you are invited to tick the relevant box in the notice provided with this letter and return it to us.

36.3 Your Rights

For information on how your information is used, how we maintain the security of our information, and to exercise your rights to access information we hold on you, please contact us. Similarly, if you believe that the information we hold is wrong or out of date, please let us know and we will update it. The person in this firm responsible for data protection is our Data Protection Officer, Gavin Glover who is one of our Directors. Enquiries and requests can be made by telephone 01827 338 220, by emailing gavin.glover@gloverpriest.com or in writing to him at 43 Albert Road, Tamworth, B79 7JS. Further Information about your rights is set out in our Privacy Policy which is made available on our website or will be provided on request

36.4 How long will we hold your data?

We will only hold your information for as long as necessary to provide you with legal services and then for only so long as we are required either contractually or under our regulatory obligations. This will not be more than seven years after the end of your case

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/ matter. After this time, we will confidentially destroy all information that we hold about you, please see our terms and conditions which set out our procedures relating to storage and retrieval.

38. Money Laundering

We reserve the right to request information and documentation regarding your source of wealth and source of funds at any point during the retainer. This may include, but is not limited to, original bank statements, audited accounts, and evidence of the underlying transaction that generated the funds. We may suspend work without liability if the information provided is, in our sole discretion, insufficient to meet our regulatory obligations under the Money Laundering Regulations and FCA supervisory standards

38.1 Notification

Solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money.

Under the provisions of our statutory obligations (in particular with regard to our obligations under the Money Laundering Regulations 2017 and other relevant legislation including the Proceeds of Crime Act 2002 and the Terrorism Act 2000), we are under a strict duty to report any circumstances where we know or suspect that a client or matter is involved in money laundering or terrorist financing, to the National Crime Agency. Under these circumstances, we may be precluded from informing you of the disclosure or seeking your consent. If we make a disclosure, we may also have to stop working on your matter for a period of time and may not be able to tell you why.

38.2 Identification

In view of the above, it is our policy and a regulatory requirement to get satisfactory evidence of the identity of their clients and sometimes people related to them. We may also be required to carry out background checks on our clients and to make detailed enquiries as to the source of funds being used in relation to transactions on which we are instructed to advise.

Depending on the type of transaction and/or whether it falls into a regulated sector, we may ask you to provide us with proof of your identity and/or to make searches of appropriate databases.

We are required to retain records of the identification obtained. We may delay, decline or cease to act for you if we have requested to see proof of your identity, but there has been an unreasonable delay in providing it.

If as a result of meeting our statutory obligations, or executing our internal procedures put in place to meet those obligations in good faith, we cause you loss, damage or delay, our liability to you will not exceed the minimum level of Professional Indemnity insurance cover as specified by the SRA Indemnity Insurance Rules.

If you are unable to carry out a biometric ID check we are able to offer the following;

We will accept copies of these documents where a qualified staff member in a branch of your chosen mortgage lender is able to certify copy documents with the following wording:

“I certify that the enclosed document is a true copy of the original produced to me by <full name> on <date>”.

We cannot accept original photographic documents via post i.e. passport or driving license, as we are unable to verify photographic documents without you being present. Any other ID documents can be sent via post, we recommend that these are sent to us by guaranteed next day delivery and will be sent **at YOUR OWN RISK**.

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It is a criminal offence to impersonate another person, assist in the impersonation, or attempt to do so. We have a duty to report suspicions to the relevant authorities.

We must see the originals of one original document from List A, AND one original document from List B for each client. If you have changed your name recently further evidence will be required.

Because of the risk of Conveyancing fraud, if you are selling or remortgaging a property that you do not live in you must also produce one document from List C, which relates to the property being sold or remortgaged.

LIST A*	LIST B* (please ensure the evidence provided is for your current address)	LIST C* (sale / remortgage of a property you do not live in **)
Full Valid Passport A full UK driving license (both the photo card and the paper counterpart if you were issued with one) to be dropped off in person or a copy certified by a solicitor A valid H M Forces identity card with your photograph	A receipted utility bill less than three months old; or A council tax bill less than three months old; or A copy of cheque guarantee card, credit card (bearing the Mastercard or Visa logo) American Express or Diners Club card, debit or multi-function card (bearing the Switch or Delta logo) issued in the United Kingdom with an original account statement less than three months old; or A firearm and shot gun certificate; or A council rent book showing the rent paid for the last three months; or A mortgage statement from another lender for the mortgage accounting year just ended	Council Tax Bill Buildings Insurance Certificate Rent or Service Charge statement from Landlord or Management Company

39. Mortgage fraud (Where applicable)
If we are also acting for your proposed lender in a conveyancing transaction, we have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage. This includes:

- any differences between your mortgage application and information we receive during the transaction
- any cash back payments or discount schemes that a seller is giving you]

40. Completion
We require a minimum time of 7 clear working days between exchange of contracts and the contractual completion date (the date upon which your sale or purchase occurs). It may be possible in some circumstances to expedite the completion of the sale/purchase of your property. If you require us to complete your sale/purchase in a shorter time period (less than 7 clear working days) an additional charge for expedition detailed at https://gloverpriest.com/fees/additional-fees will be added to your final bill for the work carried out in expediting your matter.

41. Tax advice
Any work that we do for you may involve tax implications or necessitate the

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consideration of tax planning strategies. We are not qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us in writing immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you.

As an SRA-authorised firm, we maintain robust governance to comply with tax reporting regimes including the UK Mandatory Disclosure Rules (MDR). These rules require certain cross-border arrangements to be reported to HMRC by either us or you to ensure tax transparency. Where we identify a cross-border element to your matter, we will assess whether a reporting obligation arises and notify you accordingly. We reserve the right to charge for time spent conducting this assessment and preparing any necessary reports, and we will rely on the information you provide to meet these regulatory requirements.

41.1 Stamp Duty Land Tax (SDLT) Submission

Since May 2026, firms that deal with HMRC on a client's behalf in connection with tax matters, including conveyancing, probate and estate administration, Capital Gains Tax, and Stamp Duty Land Tax (SDLT), are legally required to be registered with HMRC as a "tax adviser." We are registered accordingly, and details are available on request.

This registration is a regulatory requirement only. It does not expand the scope of the services we provide to you beyond those set out in our Letter of Engagement, and it does not mean we are providing tax advice. Unless we expressly agree otherwise in writing:

- we do not advise on tax planning, mitigation, or the availability of reliefs or exemptions;
- where such issues arise, we will tell you and recommend that you seek independent specialist tax advice.

If our registration is suspended or withdrawn, we will notify you promptly and take reasonable steps to help you make alternative arrangements. We will not be liable for any resulting loss unless it arises from our own negligence or default.

These Terms and Conditions ("T&Cs") govern the submission of Stamp Duty Land Tax (SDLT) returns by GloverPriest Solicitors ("we", "us", or "our") acting as agent on behalf of you, the client ("you" or "your"). By instructing us to proceed with your property transaction and SDLT submission, you agree to these T&Cs. These T&Cs are in addition to our general client engagement terms.

i. Scope of Services

We will act solely as your agent for the purpose of submitting your SDLT return (including any online or paper forms, such as SDLT1, SDLT2, SDLT3, or SDLT4 where applicable) to HM Revenue & Customs (HMRC) in connection with your property transaction.

Our role is limited to compiling and submitting the SDLT return based exclusively on the information and documentation you provide to us. We will not independently verify, investigate, or supplement the information you supply.

Submissions will be made within the required timeframe (typically within 14 days of the effective date of the transaction, as defined by HMRC) to avoid penalties, provided you supply all necessary information in a timely manner.

ii. Client Responsibilities

You must provide us with complete, accurate, and up-to-date information required for the SDLT return, including but not limited to details of the transaction, property value, buyer/seller information, any reliefs or exemptions claimed, and supporting documentation.

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You are solely responsible for the accuracy and completeness of all information provided. Any errors, omissions, or inaccuracies in the information you supply may result in incorrect SDLT calculations, penalties, interest, or other liabilities imposed by HMRC.

You are responsible for paying any SDLT due to HMRC. If you provide us with funds in advance, we may pay the tax on your behalf as part of our agency role, but this does not alter your ultimate liability.

iii. No Tax Advice

We are not providing, and these T&Cs do not constitute, any form of tax advice, including advice on SDLT calculations, eligibility for reliefs (e.g., first-time buyer relief), exemptions, or the tax implications of your transaction.

If your transaction involves complex SDLT matters (e.g., higher rates for additional dwellings, corporate purchases, or non-residential elements), we strongly recommend you seek independent specialist tax advice from a qualified tax adviser or accountant. We are not qualified or authorized to provide such advice, and we accept no responsibility for any tax outcomes.

Any discussions or communications regarding SDLT are for informational purposes only and are based solely on the details you provide. They do not constitute professional tax guidance.

iv. Authority and Declarations

By agreeing to these T&Cs, you authorise us to act as your agent for submitting the SDLT return and any related correspondence with HMRC. This includes signing the agent's declaration on the return (where required) confirming that we are submitting based on your instructions and provided information.

You acknowledge that HMRC requires agents to have your explicit authority on record, and you agree to provide any additional consents or documentation if requested by us or HMRC.

v. Liability and Disclaimer

We will exercise reasonable care in compiling and submitting the SDLT return based on the information you provide. However, we shall not be liable for any losses, penalties, interest, costs, or damages arising from:

- Inaccuracies, errors, or omissions in the information you supply.
- Changes in SDLT legislation, rates, or HMRC guidance after submission.
- Any delays caused by your failure to provide timely or complete information.
- HMRC enquiries, audits, or decisions regarding your SDLT return.

To the fullest extent permitted by law, we disclaim all warranties, express or implied, regarding the SDLT submission process. Our liability under these T&Cs is limited to the fees paid for our services related to the submission.

You agree to indemnify us against any claims, losses, or liabilities arising from HMRC or third parties due to inaccuracies in your provided information or your failure to comply with SDLT obligations.

vi. Payment and Refunds

If we pay SDLT on your behalf using funds you provide, we will do so as your agent. Any overpayment or refund claims must be handled directly by you with HMRC, though we may assist with basic correspondence if within our scope.

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In the event of an SDLT refund, we are not responsible for processing or claiming it unless separately agreed in writing.

vii. Data Protection and Confidentiality

We will handle your personal data in accordance with our privacy policy and applicable data protection laws (including UK GDPR). Information provided for SDLT submission may be shared with HMRC as required.

We will maintain confidentiality of your information, subject to legal obligations.

viii. Termination and Changes

These T&Cs apply until the SDLT submission is complete or our engagement ends.

We reserve the right to terminate our agency role if you fail to provide necessary information or if continuing would breach professional or regulatory obligations

42. Referrals

If your matter has been referred to us by a third party and/or we have a financial arrangement with that third party, then we may pay a referral fee to the third party. Any referral fee paid to the third party should be disclosed by the referrer. Similarly, if we receive a financial benefit as a result of acting for you, we will tell you of the amount in our Client Care Letter.

Despite any financial relationship with a third party, we will provide you with independent advice and you are entitled to and we hope that you will feel happy to raise questions with us about any aspect of your matter. Any information you provide to us or any advice that we give you during your matter will not be shared with the third party unless you expressly agree.

However, please note that if we are acting both for you and the third party in this matter, we may have to stop acting for both of you if there is a conflict of interest.

43. Email Communications

If you have the necessary facilities, we will sometimes use Email for communication with you unless you tell us not to. There are some specific points of which you should be aware:

I. Communications over the Internet are not completely secure. You will have to guide us as to what should or should not be sent over the Internet.
II. Viruses or other harmful devices may be spread over the Internet. We take reasonable precautions to prevent these problems by use of a firewall and virus checking software. If we are to communicate by Email, it is on the basis that you will do likewise.

44. Termination

44.1Termination by you

You may withdraw your instructions at any time by written notice to us.

Should your matter not be carried through to completion then a charge will be made in respect of the work that has already been completed based upon the fee structure that has been agreed. VAT or similar taxes will be payable on that amount and you will also be billed for any disbursements incurred.

We will be entitled to keep all your papers and documents whilst there is money owing to

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us for our fees and expenses.

44.2Termination by us

In some circumstances, we may consider that we ought to cease acting for you. We will only decline to act further for you where we have reasonable grounds to do so (for example: failure by you to settle invoices in full on the due date or to make payments in advance when so requested; failure by you to give clear and proper instructions on how we are to proceed; if it is clear that you have lost confidence in how we are carrying out your instructions; if by continuing to act we would be in breach of the law or rules of professional conduct). If we do cease to act for you then we will confirm in writing the reasons why and give you reasonable notice.

45. Storage and Retrieval of files

At the end of the matter, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.

At the conclusion of your matter, we will store your file of papers for a reasonable period of time. We would usually store casefiles for seven years from the date of the final bill but reserve the right to determine the period of storage. Such papers or files may be stored in an electronic form (with the original paper version being destroyed as soon as it is scanned and saved as an electronic file).

There may be documents such as deeds or wills which we have agreed to deposit for you in safe custody or documents that you have otherwise asked to be returned to you. We will not destroy any such documents.

Your paper transaction file will be digitally archived (and the original destroyed) and a fee as originally quoted added to your final invoice for this service. This complies with the Law Society recommendation to retain the file for a required number of years before destruction in case of liability but the further advantage for you is that there will be a permanent record for the future so that any part of the file can be accessed and reproduced if necessary.

If we retrieve actual or digitally stored items, we reserve the right to charge on a time basis for perusal, communications and any other work necessary to comply with your instructions. We also reserve our rights to destroy your files and papers (whether electronic or paper based) after a reasonable period, without prior notice to you, unless we receive a written request from you during this period. At your request we will return any papers or property belonging to you which are not subject to a lien or otherwise being stored for safekeeping.

If we retrieve papers or documents or electronic data from storage in relation to continuing or renewing instructions to act for you, we will not normally charge for the direct cost for retrieval from storage. However, in all other cases, we reserve the right to make a charge for the retrieval or delivery of any stored files (including electronic data), papers or deeds or a charge based on the time we spend reading stored files, papers of deeds, writing letters or other work necessary to comply with your instructions. Our charges would be based on our hourly rate applicable at the given time and we would always discuss this with you beforehand.

46. Third Party Rights

The Contracts (Rights of Third Parties) Act 1999 does not apply to the terms of our retainer with you or any subsequent amendment to it unless we expressly confirm in writing that it does apply.

47. Enforcement

In the event that any of these terms and conditions is held to be invalid, the remainder

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of the terms and conditions will remain in full force and effect.

48. Governing law
These terms and conditions shall be governed by, and construed in accordance with, the law of England & Wales.

The Courts of England & Wales shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this agreement and any matter arising from it.

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