

CARE FOR CLIENTS  
SRA CODE OF CONDUCT 2019  
STANDARDS AND REGULATIONS  
TERMS OF BUSINESS

You have kindly instructed us to become your solicitors in a matter requiring legal advice and assistance. We conduct business on the terms set out in paragraphs B to I inclusive of this document (the Terms) which will apply to your current instructions and on future instructions.

This document is intended to be helpful and also contain further information which a solicitor provides under rules and standards which govern solicitors.

They refer to (a) qualification of staff and our contact and other details, (b) fees - normal basis, (c) fees - fixed price, (d) fees - generally, (e) payments on account, (f) invoices, (g) interest and banking, (h) reservations, and (i) complaints procedure, ODR and ADR. THEREFORE, PLEASE READ AND KEEP THIS DOCUMENT.

**A. HANCOCKS/COTSWOLD FAMILY LAW - EXECUTIVE STAFF, ETC.**

1. A partner has to be a qualified solicitor: an associate is a qualified solicitor: an assistant solicitor is a qualified solicitor. Other executive staff in the firm who may be assisting you will not be so qualified but the partners are responsible to you for their knowledge and competence which normally arises from specialised experience and appropriate training.
2. We will inform you of the name and the status of the person initially responsible for the conduct of your matter and, if that is not a partner, the name of the partner who is ultimately responsible. We reserve the right to involve other staff from time to time whom we consider appropriate to assist you; we will usually inform you if there is any change in the person primarily responsible for your matter.
3.
  - i. Our contact and other details are:  
**Name:** Hancocks and Hancocks Solicitors trading as Cotswold Family Law.  
**Constitution:** Partnership.  
**Addresses:** 46 The Green, South Bar Street, Banbury, Oxon OX16 9AB and The Barns, Springfield Farm, Brailes, Banbury, Oxon OX15 5JH.  
**Contact numbers:** 01295 253211 and 01608 686590.  
**Email:** [partners@hancocks-legal.co.uk](mailto:partners@hancocks-legal.co.uk) and [info@cotswoldfamilylaw.co.uk](mailto:info@cotswoldfamilylaw.co.uk).  
**Websites:** [www.hancocks-legal.co.uk](http://www.hancocks-legal.co.uk) and [www.cotswoldfamilylaw.co.uk](http://www.cotswoldfamilylaw.co.uk).  
**Hours of business:** 9.00am to 5.30pm Monday to Thursday inclusive and 9.00am to 5.00pm Friday.  
**VAT number:** 420713492.
  - ii. We are authorised and regulated by the Solicitors Regulation Authority (SRA) and our SRA ID number is 61740. This means that we are required to comply with a number of professional rules set out in the SRA Handbook which you can view at <https://www.sra.org.uk/handbook/>. Alternatively, you can contact the SRA at Solicitors Regulation Authority, The Cube, 199 Wharfside Street, Birmingham B1 1RN or by calling the SRA's contact centre on 0370 606 2555 (inside the UK).
  - iii. The SRA Indemnity Insurance Rules in force from time to time require us to take out and maintain Professional Indemnity Insurance with participating insurers. Information about the compulsory layer of Professional Indemnity Insurance we carry, including the contact details of our insurers and the territorial coverage of our insurance, are available in hard copy at our Banbury office or can be made available upon request.
  - iv. Our liability to you for a breach of your instructions will be limited to £8,000,000 (eight million pounds), unless we expressly state a higher amount in our engagement letter. 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 limit our liability only to the extent that the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence. Please ask, if you would like us to further explain any of the above terms.

**B. FEES - NORMAL BASIS**

1. We have a minimum fee of £50 exclusive of VAT and any disbursements. Disbursements are payments which we have to make to third parties; common examples are Local Authority Search and Land Registry fees, Stamp Duty Land Tax, Probate Registry and Court fees, valuation, medical and barristers' fees. Which of these may apply depends on the nature of your file and we shall be glad to tell you which are appropriate.

2. Unless we have quoted a specific fee to you, the calculation of our fees will take into account the time which we spend on the matter. We have hourly charging rates and you will have been notified at the outset of your case of that rate.
3. Time spent is measured by units of six minutes duration or less and charged by reference to the applicable unit charging rate, at the time of doing the work, of the executive staff acting for you: only in rare instances of an unusual nature will we charge for the time of our secretaries and other non-executive staff. Charging rates are reviewed at least annually, usually in May of each year, or at such other time, as determined by us, in our discretion. We will inform you of any changes.
4. Expenses such as telephone, postage, photocopying and facsimile use are not generally itemised; they are normally allowed for in the unit charging rate but we reserve the right to raise an additional charge where there has been a particularly large element of any such expense.
5. To our fees, as calculated in accordance with the Terms, will be added all disbursements and the expense of any bank transfers. We are bound also to add appropriate Value Added Tax.

**C. FEES - FIXED PRICE**

1. Where a fixed price basis applies in matters such as domestic conveyancing, the charge quoted does not cover work which goes beyond that which would normally be involved in such a transaction - for example, where a title to a property is not in proper order or where another party does not complete on the appointed day. If there is a need for such abnormal work, we will notify you as it arises and the additional work will be charged on the normal basis. We similarly reserve the right to charge on the normal basis for abortive transactions.
2. We reserve the right to charge for additional work on the normal basis, where a fixed price quotation has been given to cover only specified work.

**D. FEES - GENERALLY**

1. We adopt the Solicitors Code of Conduct 2011 and guidance provided by the Solicitors Regulation Authority.
2. In complicated matters and in those of family law, in particular, it is often not possible to estimate fees and disbursements and the costs of the other parties in advance. We shall, at the outset, have asked you to consider carefully whether the likely outcome will justify the expense or risks involved.
3. Where we have given an ESTIMATE of our fees and disbursements to you we shall endeavour to keep within it and shall have based it on the likely extent of our work as, to the best of our belief, we see it at the time of giving it. Subsequent events, however, can mean that we are involved in less or more work than expected by you and our ultimate invoice may be for more or less than the estimate.
4. Where a fee estimated in advance is showing signs of becoming greater, we will warn you in advance and discuss the developing situation. We shall not be bound by an estimate; we shall be bound by a QUOTATION, subject to factors such as we have outlined in the section FEES - FIXED PRICE.
5. You are entitled to state a fee limit beyond which we cannot take further steps on your behalf without reference to you.
6. Unless, when we give an estimate or quotation, there is specific agreement to the contrary, it will be given on the assumption that the matter is not unusually urgent or complicated, or time consuming, that we are, from the outset, in possession of all relevant facts and that your time demands on us will not be excessive.
7. The nine factors listed below will be taken into account in calculating our fees whether calculated on the normal or fixed price basis.
  - i. The complexity of the matter or the difficulty or novelty of the questions raised.
  - ii. The skill, labour, specialised knowledge and responsibility involved.
  - iii. The time spent on the business.
  - iv. The number and importance of the documents prepared or pursued, without regard to length.

- v. The place where and the circumstances in which the business or any part of the business is transacted.
  - vi. The amount or value of any money or property involved.
  - vii. Whether any land involved is registered land within the meaning of the Land Registration Acts.
  - viii. The importance of the matter to the client.
  - ix. The urgency of the matter.
8. Where a third party has agreed to indemnify you against our fees and disbursements, or they are recoverable through a court order or otherwise from another party, you will remain responsible to us for discharge of them in accordance with the Terms but we shall be bound to account to you for any amounts recovered from elsewhere.

**E. PAYMENTS ON ACCOUNT**

1. Whether a matter is one of dispute or otherwise involves actual or contemplated proceedings in a Court, before a Tribunal or an Inquiry, or has an uncertainty as to its length or outcome, we can require a payment on account of fees yet to be incurred. The amount of such a payment will be an estimate only of the work charge, disbursements and VAT which we foresee. An invoice will subsequently be delivered in the usual way and the funds held on account used towards its discharge. In a lengthy matter, we may request a payment on account from you on more than one occasion. We reserve the right to cease undertaking work on your file, if funds are not received on account, when requested.

**F. INVOICES**

- 1.
  - i. We reserve the right to render invoices for work quarterly or more frequently.
  - ii. Disbursements will generally be charged as they arise and we can request them in advance from you.
  - iii. As a general rule, we shall not expect to issue an invoice in a domestic conveyancing matter until the completion date has been arranged or in a probate matter until the Probate Registry has issued the Grant of Representation to the estate.
- 2.
  - i. Such quarterly or more frequent invoices are to be regarded as interim accounts.
  - ii. Work often has to be done following legal completion and, although we try to include in the invoice on completion an allowance for such work, we reserve the right to render a further invoice for it.
- 3. In conveyancing matters, payment of invoices is required prior to or on completion. In all other cases, payment is due within seven days following the date of the invoice and interest at the rate of 4% above base lending rate of our clearing bank will be charged:
  - i. if an invoice for disbursements only is not paid within seven days; and
  - ii. if any other invoice or part thereof is not paid within 28 days.
- 4. If settlement of an invoice is overdue we have the right without notice to stop work for you on that matter and any other. Please bear in mind that this could involve the risk of a transaction not being completed or of our not appearing in Court on an appointed day.
- 5.
  - i. We have a lien over any money or other property of yours which is in our possession, including files and papers, for any unpaid fees or disbursements.
  - ii. We may apply in or towards payment of any of our invoices any amounts which we hold on your behalf relating to any matter.
  - iii. Any losses suffered by us as a result of non-payment of an outstanding invoice from part of the total debt due to us and for these purposes, losses include interest and bank charges, Court and legal fees.

**G. INTEREST AND BANKING**

1. Where we hold money on your behalf, we shall pay interest to you in accordance with the current SRA Accounts Rules but only from the 15th day after we have received the money and only to the extent that the interest exceeds £20. This paragraph G2 is intended to constitute confirmation of an arrangement in writing between you and us as to the application of interest on clients' money for the purposes of those Rules.
2. Where we owe any interest to you, we can set against it any interest or other funds due from you to us under the Terms.

3. We operate our client accounts through Barclays Bank PLC and Lloyds Bank plc.
4. It is unlikely that we will be held liable for losses resulting from a banking failure.
5. The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation scheme for customers of deposit providers (banks, building societies, etc.). The FSCS can pay compensation (up to and including £85,000) to consumers, if a deposit provider is unable, or likely to be unable, to pay claims against it. Some temporarily high balances (up to and including £1,000,000) are covered for up to six months; these relate to balances in transactions involving property, marriage, divorce, redundancy, unfair dismissal, personal injury, a legacy from an estate of a deceased person or money held on behalf of a deceased person for the purpose of administering their estate. Please ask for further details, if you require them.
6. The £85,000 FSCS limit applies to an individual client so, if you hold other personal monies in the same deposit-taking institution as our client account, the limit is £85,000, in total. Some deposit-taking institutions have several brands (i.e. where the same institution is trading under different names) so you should check with your deposit provider, the FCA or a financial adviser for more information. Further information regarding the FSCS can be found at [www.fscs.org.uk](http://www.fscs.org.uk), or on telephone numbers **0800 678 1100** or **020 7741 4100**.
7. If a banking failure occurs in relation to any deposit provider which holds money that we have deposited on your behalf, you agree that we may, where applicable, disclose to the FSCS all relevant details in our possession about you and the money that we hold on your behalf with such deposit provider. However, if you do not wish us to make any such disclosure, please notify us in writing. Please note that, by withholding consent to our disclosure of your details to the FSCS in such circumstances, you may forfeit any right you may have to receive compensation from the FSCS, where a banking failure occurs in relation to a deposit provider holding money which we have deposited on your behalf.

#### **H. RESERVATIONS**

- i. If, in a particular instance, we do not exercise our rights under the Terms, such non-exercise is not to be taken as a general waiver of any such rights or as a waiver of any other rights.
- ii. If any term is or becomes contrary to any Act of Parliament, Practice, Accounts or other Rule for the time being governing solicitors, its invalidity or non-enforceability will not affect the validity of enforceability of any other term.

#### **I. COMPLAINTS PROCEDURE, ONLINE DISPUTE RESOLUTION (ODR) AND ALTERNATIVE DISPUTE RESOLUTION (ADR)**

1. We are constantly striving to improve the quality of our service but if, unfortunately, you feel that you have any cause for complaint, including any complaint about our bill or invoice, please do not hesitate to say so. If that does not receive a satisfactory response, please refer the complaint to the supervising partner. If a partner is already dealing with your matter, please feel welcome to refer your complaint to any other partner. The partners' names appear on our notepaper. A copy of our complaints procedure is available on request.
2. At the conclusion of our internal complaints procedure, if you are still dissatisfied, you have the right to complain to the Legal Ombudsman whose contact details are:  
Legal Ombudsman, PO Box 6806, Wolverhampton WV1 9WJ  
Telephone no: 0300 555 0333 (09.00 – 17.00)  
Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)  
Web: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)
3. Normally, you will need to make a complaint to the Legal Ombudsman within six months of receiving our final, written response to your complaint or within six years of the act or omission about which you are complaining occurring (or, if outside such period, within three years of when you should reasonably have been aware of it).
4. We are committed to ensuring that all partners, consultants and employees give their full co-operation to the Legal Ombudsman, in the event of any dispute or complaint against us.
5. You should be aware that, when the complaint relates to a bill, the Legal Ombudsman will not consider it while the bill is being assessed by a court.
6. A complainant to the Legal Ombudsman must be one of the following:
  - i. an individual;

- ii. 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);
  - iii. a charity with an annual income of less than £1 million;
  - iv. a club, association or society with an annual income of less than £1 million; or
  - v. a trustee of a trust with a net asset value of less than £1 million, or a personal representative or the residuary beneficiaries of an estate where the person with a complaint died before referring it to the Legal Ombudsman.
7. If you are a client and we have made a contract with you by electronic means (e.g. website, email, etc.), you may be entitled to use an EU online dispute resolution service to assist with any contractual dispute you have with us. Details of such service may be found at <http://ec.europa.eu/odr>. Our email address for the purpose of using the service is [partners@hancocks-legal.co.uk](mailto:partners@hancocks-legal.co.uk).
8. Alternative complaints bodies (such as Ombudsman Services <https://www.ombudsman-services.org/>, ProMediate <http://www.promediate.co.uk/> and Small Claims Mediation <http://www.small-claims-mediation.co.uk/>) exist which are competent to deal with complaints about legal services, should both you and we wish to use such a scheme.

**J. OWNERSHIP, STORAGE AND DESTRUCTION OF DOCUMENTS, AND DATA PROTECTION**

1. We will retain the file relating to the relevant matter in storage either in paper form or electronically, at our discretion.
2. Any papers within the file which are your property will be retained in store unless you request otherwise. Note: not all documents within a file belong to the client or to the firm – it depends on the nature of the document and on how it came into our possession.
3. All files will be retained for a minimum of six years from the date of the last letter on the file. Some files will be retained for 15 years or even longer, depending on their subject matter. For example, in property transactions, it is 12 years and, for Wills, it is 20.
4. We may be subject to periodic audits or quality checks by external firms, companies or organizations. This could mean that the file is selected for checking. It is a specific requirement imposed by us that these external firms, companies or organizations fully maintain confidentiality in relation to any files and papers which are audited/quality checked by them. Please indicate whether you are happy for the file to be selected for file auditing and vetting on the enclosed Form of Acceptance. If you do not provide us with consent to make the file available for checking, your refusal will not affect the way the matter is handled in any way.
5. Our use of your information is subject to your instructions, the General Data Protection Regulation (GDPR) and our duty of confidentiality. Therefore, we keep information passed to us confidential and we will not disclose it to third parties, except as authorised, by you, or required by law. However, if on your instruction, we are working with other professional service providers (such as expert witnesses or other professional advisors), we will assume that we may disclose any relevant information about your matter to them, unless you tell us otherwise.
6. We are the data controller (for the purposes of the GDPR) of personal data that you provide to us. This means that we have a duty to comply with the provisions of the GDPR, when processing your personal data.
7. We use the information you provide primarily for the provision of legal services to you and for related purposes, including (but not limited to): updating and enhancing client records; analysis to help us manage our practice; statutory returns; and legal and regulatory compliance.
8. **If you are an individual, you have a right under the GDPR to obtain information from us about your personal data, including a description of the personal data that we hold about you. If you have any queries concerning such right, please contact us at our Banbury office.**
9. In a property transaction, if we act for you and your lender, we have a duty to fully reveal to your lender or HM Revenue and Customs all relevant facts about your purchase, your mortgage and the constituent parts of the purchase price. Your continuing instructions will amount to your consent for us to disclose all relevant information to your lender and HM Revenue and Customs. This includes any difference between your mortgage application and

information you or we receive during the transaction, including any cashback payments or discount schemes, or other incentives that the seller is providing or allowing, or giving to you.

10. In a property transaction, you must disclose all information which may affect your liability for Stamp Duty Land Tax (SDLT) and/or Stamp Duty in order for us to ensure that you pay the correct SDLT and/or Stamp Duty. If you fail to disclose all information (and, if in doubt, please disclose it in order for us to discount it, if it is not relevant) you must accept full liability for any penalties or action, or other proceedings that any authority may take against you for failing to disclose information which resulted in a liability, or a greater liability, to pay SDLT and/or Stamp Duty.

#### **K. MONEY LAUNDERING REGULATIONS AND SECURITY OF COMMUNICATIONS**

1. Because of these Regulations:
  - (a) We cannot accept payment in cash for costs, disbursements or payments to be made by us on your behalf in excess of £500.
  - (b) We may ask you to produce documentary evidence of your identity at any time before or after accepting your instructions.
2. Where you provide us with fax or computer network addresses for sending material to, we will assume, unless you tell us otherwise, that your arrangements are sufficiently secure and confidential to protect your interests.
3. The internet is not secure and there are risks, if you send sensitive information in such manner or you ask us to do so. Data we send by email is not routinely encrypted, so please tell us if you do not want us to use email as a form of communication with you or, if you require data to be encrypted.
4. We will take reasonable steps to protect the integrity of our computer system(s) by screening for viruses on email sent or received. We expect you to do the same for your computer system(s).
5. **It is extremely unlikely that we will change our bank account details during the course of the matter. In any event, we will never contact you, by email, to inform you that our bank details have changed. If you receive any communication, purporting to be from us, that you deem suspicious or have any concern about (however slight), please contact us straight away.**

#### **L. CREDIT PAYMENTS**

To assist clients, we are prepared to accept payment of our costs and VAT by credit card but we will not accept payment of any other money payable to us, for whatever reason, by credit card. These requirements do not apply to debit cards.

#### **M. REGULATION OF FINANCIAL CONDUCT AUTHORITY, ETC.**

1. This firm is not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance 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 Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority web site at: [www.fca.gov.uk/register](http://www.fca.gov.uk/register).
2. Any insurance policy arranged by us on your behalf will, in our opinion, be adequate to meet your needs but you are hereby informed that we do not recommend any policy over and above another, and it is your responsibility to check that you are satisfied with the excess levels, exclusions, limitations and other policy terms. We do not conduct a fair analysis of the insurance market prior to arranging insurance policies. You can request details of the insurance undertakings with which we conduct business at any time. You must provide us with details of any relevant, existing insurance policies you may have, at the outset. We will not be liable to you for any losses you sustain as a result of your failure to provide us with such details.
3. If we recommend that you use a particular, third party firm, agency or business, we will do so in good faith and because we believe it to be in your best interests. However, if the particular, third party firm, agency or business is not another firm of solicitors, you will not be afforded the regulatory protection of the SRA, the SRA Code of Conduct and the SRA Indemnity Insurance Rules, nor will you be entitled to the benefit of the SRA Compensation Fund.
4. Sometimes, we outsource part of our work to other people or companies to do on our behalf. We will always obtain a confidentiality agreement with such outsource providers. If you do not want the file to be outsourced, or you would like more information about our outsourcing arrangements, please tell us as soon as practicable.

**N. PROVISION OF SERVICE REGULATIONS 2009**

We comply with the above Regulations by displaying the required details of our professional indemnity insurance in our office.

**O. LAW SOCIETY CONVEYANCING QUALITY SCHEME**

Please note that we are a member of the Law Society Conveyancing Quality Scheme. If applicable, the attached Client Charter sets out a brief explanation of such Scheme and a summary of the standard of service you can expect us to provide.

**Hancocks - Solicitors - Banbury, Bicester and Brailes, near Shipston-on-Stour – Cotswold Family Law is a trading name of Hancocks Solicitors**

**25 November 2019**