



BLANDY & BLANDY
solicitors

Terms of
Business



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The purpose of this document is to provide you with important information on how we work, how we charge for our work and to set out the terms on which we will be acting for you. Although you might have been sent this document as a result of instructions on a particular matter, these terms will apply to each matter on which you instruct us, whether as an individual or on behalf of any business, company or companies. Your continuing instructions will amount to your acceptance of these terms of business. Please do not hesitate to ask questions if there is anything in this document which you do not understand.

Who we are

Blandy & Blandy LLP is a limited liability partnership registered in England and Wales under number OC 348096. The registered office is at One Friar Street Reading Berkshire RG1 1DA. Telephone: 0118 951 6800. Website: www.blandy.co.uk. VAT number: GB 198 9385 81. A list of Members may be inspected at our Registered Office.

"Partner" denotes a Member or a senior Employee of Blandy & Blandy LLP.

Blandy & Blandy LLP is regulated by the Solicitors Regulation Authority (SRA) under number 520336. This means that we are required to comply with a number of professional rules set out in the SRA Standards and Regulations which you can view at www.sra.org.uk/solicitors/standards-regulations-resources. The SRA can be contacted at www.sra.org.uk or on 0370 606 2555.

We are authorised by the Financial Conduct Authority (FCA) under number 510051 to carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts (such as title indemnity insurance). This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the FCA. The FCA can be contacted at www.fca.org.uk or on 0800 111 6768 (free phone) or 0300 500 8082. The FCA register can be accessed via the FCA website at www.fca.org.uk/firms/financial-services-register and the FCA handbook can be viewed at www.handbook.fca.org.uk/.

Our aim

Our overall aim is to provide you with a service which is completely satisfactory to you in every respect.

Our service commitment

We will keep you regularly informed of progress in relation to your matter and likely future timescales. At each stage, we will explain what work might need to be carried out by us.

We can be contacted by telephone, email or letter. Personal calls usually require a prior appointment. Our normal office hours are 8.30am to 5.30pm Monday to Friday, although individuals can often be contacted outside these hours during the week on their direct telephone numbers.

Please also see our [Service Standards](#) on our website. Please be aware that, whilst we will do our best to comply with these Service Standards, there may be circumstances beyond our control, for example, in a pandemic situation, where we may not be able to meet our desired communication timeframes.

Responsibility for work

You will always be informed who will be responsible for handling the work on your file and (if different) who is the partner with overall responsibility. You should feel free to contact

the person dealing with your work at any time on any aspect of the work. If for any reason he or she is unavailable you can speak to his/her secretary who will either be familiar with the latest developments or will, at least, take and pass on a message. Appointments can also be made through the secretaries.

We try to avoid changing the people who handle your work but if this cannot be avoided we will inform you promptly who will be handling the matter and why the change was necessary.

How we charge

Like most solicitors our charges for work are based on the time spent dealing with the matter charged out at the charging rates of the personnel involved. These rates are based on the level of experience of the person carrying out the work as reflected in their status.

Time spent will include meetings with you (and possibly others) as well as considering, preparing and working on papers, correspondence (whether by letter, fax or email), making and receiving telephone calls, research, internal consultations, and travelling. Our time is recorded in units of 1/10th of an hour i.e. 6 minutes per unit at the applicable hourly rate. You can of course help to keep costs to a minimum.

We will provide details of our applicable charging rates at the outset of any matter. We will add VAT to our charges at the rate which applies when the work is done. Charge out rates are reviewed annually, normally with effect from 1 October, and we will notify you in writing of any increased rate. If you are not notified of any change in rates please do not hesitate to ask.

In addition to the time spent, our charges may take into account a number of additional factors, which include the complexity of the issues, the speed at which action must be taken, work done outside normal working hours, the expertise or specialist knowledge that the case requires and, if appropriate, the value of the property or subject matter involved.

When acting in the administration of an estate, our charges may also include a "value element" which is a percentage of the gross (pre-tax) value of the Estate, as the monetary value involved is one measure of the extent of responsibility falling on the LLP. The actual percentages vary depending on the circumstances of the matter.

According to Law Society Guidelines, we may charge a value element of up to 1% of the gross value of the Estate (excluding the value of the deceased's home if this was owned) and up to ½% on the value of the deceased's home. This value element may be increased to 1½% and ¾% respectively if one of the partners in the LLP acts as a Personal Representative, either alone or in conjunction with others, in order to reflect the level of increased responsibility and the possibility of personal financial liability as a result.

In all matters, there may also be other expenses which we pay on your behalf (which may also be called disbursements) and for which you will be responsible, such as court fees, Barristers' fees, search fees and Land Registry fees. VAT is payable on some of these expenses.

We reserve the right to charge separately for photocopying, printing, electronic funds transfers, catering and other support services, and travel, courier and other incidental expenses. Where applicable, we will charge VAT on our charges and expenses.

Wherever possible, where non-contentious work of any substance is involved, we will try to give an estimate in advance of likely costs and in some cases it may be possible to agree a fixed fee. Where *ad hoc* advice is concerned or litigation is involved it is not usually possible to agree a fixed fee and our charges will be by reference to time spent. If we agree to charge on a fixed fee basis, this will be based on the assumption that the work will be completed without any complications arising. If any unforeseen additional work is required, or if you change your instructions to us, we will either provide a revised fixed fee or agree that any additional work will be charged at the hourly rate of the person(s) dealing with your matter.

Where an estimate is given it is given in good faith and in the light of our experience. However, costs can sometimes be increased for reasons outside our control including unforeseen complications or delays by other parties to a transaction or case. We will inform you if it becomes apparent that an estimate is likely to be exceeded.

Costs on account and interim bills

We will normally require payment on account of future costs or expenses as a condition of our commencing or continuing to act on your behalf. In particular, we will ask you for funds in advance to cover forthcoming court hearings. In some cases where we are doing work for corporate or business clients, it may become necessary to request directors or others to guarantee our fees and disbursements.

We will normally send you an interim statute bill (a formal solicitors' bill payable on delivery and being the final bill for the work and expenses for the period covered by the bill (but this does not prevent us from invoicing you for expenses for that period on a subsequent bill)) for our charges and expenses at appropriate intervals (usually monthly) while the work is in progress. This enables you to budget for costs as the matter progresses. We will send a final statute bill after completion of the work. We do accept payment by credit card or you may wish to set up a standing order at an early stage in order to spread the cost.

All invoices are due for payment on delivery. We will charge interest on the amount of any unpaid invoice from one month after its delivery at the rate payable on judgment debts, currently 8%. We reserve the right to suspend work or to cease to act where an invoice is overdue for payment or in the event of a request for payment on account not being met. We send monthly statements which detail all invoices which have been raised.

If you have any query about your bill you should contact the person dealing with your case or the partner in charge of the department straightaway. You may have the right to object to a bill by making a complaint to the Legal Ombudsman and/or by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974.

Orders for costs

Court proceedings

If proceedings are issued you might, under certain circumstances, be entitled to an Order for costs against the other party.

It is important that you understand that you will be responsible for paying our bills whatever the outcome of your case. Even if you are successful in your case, the other party might not be ordered to pay all of your charges or expenses or these may not be recovered from them in full, particularly if the other party is legally aided. It is rare for the system of "assessment of costs" to provide anything like a full indemnity and it is also rare for all the

costs relating to the assessment hearing to be recoverable from the other party. If this happens, you will have to pay the balance of all expenses and our charges at the full rate.

If you do obtain costs from another party you may be able to claim interest on those costs. To the extent that we have carried out work for which we have not yet been paid and are not holding funds on account, we will retain this interest. This is a complex subject which we would be happy to explain further should you wish.

If you are unsuccessful in court proceedings then you could be ordered to pay some or all of the other party's costs. The person dealing with your matter will discuss these aspects with you further as the case progresses, where appropriate.

Employment Tribunal proceedings

In the Employment Tribunal, costs orders do not "follow the event" as they often do in the civil courts. If you are successful in bringing or defending a claim in the Employment Tribunal, the tribunal will not necessarily make an order that the unsuccessful party pays your costs.

Although costs orders have traditionally been viewed as "the exception rather than the rule" in this forum, the Tribunal does have a number of powers and in certain circumstances will make costs orders, preparation time orders and/or wasted costs orders. The Employment Tribunal may make a costs or preparation time order, and must consider whether to do so, where it finds that a party, or their representative, has acted vexatiously, abusively, disruptively, or otherwise unreasonably in the bringing or conducting of the proceedings (or a part of them) and where any claim made in the proceedings by a party had no reasonable prospect of success. A Tribunal may also make a costs or preparation time order where a party has been in breach of any order or practice direction or where a Tribunal hearing has been postponed or adjourned on the application of a party.

The person dealing with your matter can explain these Tribunal powers in more detail, and how they may be relevant to your case, as the case progresses, if appropriate.

Duties to the Court and Tribunals (including the Employment Tribunal)

If we are acting for you in connection with Court or Tribunal proceedings, we must comply with our duties to that Court. In some circumstances, our duties to the Court outweigh our obligations to our clients.

We must not mislead the Court, nor be complicit in another person deceiving or misleading the Court. If during the course of acting for you, we become aware that we have inadvertently misled the Court, or that you have misled the Court or committed perjury, we would have to inform the Court immediately or, if you do not consent to us doing this, we would have to cease to act.

Equality and diversity

Blandy & Blandy LLP is committed to promoting equality and diversity in all of its dealing with clients, third parties and employees. A copy of our Equality and Diversity Policy can be obtained on request.

When instructing third parties, such as barristers, we will not take into account the individual's sex, race, religion, age (unless justifiable), sexual orientation or any disability. In the event that you insist that we do so, we will have to cease acting for you.

Use of email

Unless you specifically request us to the contrary, we shall be entitled to make use of electronic mail ("email") as a means of communication with you and/or with other parties with whom we are in touch on your work. Please note however, that in situations where all other forms of written communication become impossible due to circumstances beyond the firm's control email will be the primary and potentially only form of written communication. Where we use email to communicate you may wish to take steps to ensure that email we send to you is received solely by the intended addressee. If any expected message has failed to reach you please contact us immediately. You should appreciate that there can be wide variations in the delivery time for email communications and that, exceptionally, some messages may fail to arrive. Where you provide us with fax, email 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. The Internet is not secure and there are risks if you send sensitive information in this manner or you ask us to do so. Data we send by email are 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.

We will take reasonable steps to protect the integrity of our computer systems by screening for viruses on emails sent and received. We expect you to do the same for your computer systems. Neither you nor we shall have any liability to each other in respect of any claim or loss arising in connection with such a virus or defect in an electronic communication other than where such claim or loss arises from bad faith or wilful default.

Data protection and confidentiality

As part of the work that we do for you, it is inevitable that you will disclose personal information (such as contact details) and/or sensitive personal information (such as details about your health or personal life) to us. Our use of that information is subject to your instructions, the Data Protection Act 2018, the General Data Protection Regulation (GDPR) and our duty of confidentiality.

We will use the information you provide primarily for the provision of legal services to you. The legal bases upon which we may process your personal data are contract (where we are providing services to you), consent (where you have given your consent for us to process your personal data) or legitimate interest (either ours or yours).

Please note that our work for you may require us to give information to third parties, such as expert witnesses and other professional advisers.

You have the following rights under data protection legislation in relation to the personal data that we hold about you:

- to access those data (a subject access request);
- in some circumstances to ask us to erase any personal data that we hold about you;
- to ask us to rectify any inaccurate personal data that we hold about you;
- in some circumstances to request that we restrict or suppress your personal data;
- in some circumstances to object to our processing your personal data; and
- to obtain and reuse the personal data that you have given us.

Any personal data that we receive from you for the purposes of our money laundering checks will be processed only for the purposes of preventing money laundering and terrorist financing or as otherwise permitted by law or with your consent. We will retain those data for longer than the five year statutory period unless you instruct us otherwise.

Some of the information which we hold will be retained for more than 5 years in archived electronic storage. This enables us to access and provide clients with information after a matter has ended and to comply with our statutory duties.

If you have opted in to receive communications from us, we may also send you newsletters or information about changes in the law and other legal developments, as well as information on legal services and events which we consider may be relevant or of interest to you. Your personal information may be retained by us for that purpose. You may withdraw your consent to that processing at any time.

External organisations might conduct audits or quality checks on our practice. For example Blandy & Blandy LLP is Lexcel Accredited (the Law Society's Quality Mark). As part of the assessment process, your files and data might be viewed by the Lexcel assessors, who will treat such information as confidential. In addition, our regulatory body, the Solicitors Regulation Authority, the Legal Ombudsman, and our insurers can request files in connection with monitoring and investigation. The legal basis for this processing of your data is legitimate interest.

Sometimes we ask other companies or people to carry out typing on our files to ensure that this is done promptly. These companies might be located outside the EEA. We will always ensure that there are contractual arrangements in place with these outsourced providers to protect you in relation to data processing and confidentiality. If you do not want work on your file to be outsourced, please tell us as soon as possible.

In addition, we might send your data to people or organisations who are situated outside the EEA and data protection legislation in those countries may not provide the same level of protection as it does within the EEA. Where the country in question does not have the same data protection laws as the United Kingdom and EEA, we will ensure the transfer complies with data protection law and all personal data will be secure. However, if you do not wish us to send data outside the EEA, please tell us as soon as possible. Please also inform us if you are travelling outside the EEA while instructing us, so that we can put in place measures to ensure we are complying with our obligations regarding the transfer of data outside the EEA.

Subject to the above, we will not (except as may be required by law) use your personal information for any other purpose nor disclose it to any third party without your prior permission, and we will make every reasonable effort to keep your personal information secure, complete, accurate, up to date and will not hold your information for longer than required.

You must not provide us with any personal information on another person that has been obtained in breach of the provisions of the Data Protection Act 2018 and the GDPR. To do so would be a criminal offence and we would be obliged to report you to the proper authorities.

For further information about how and why we collect, store, use and share your personal data, please refer to our [Privacy Policy](#) on our website.

Rights of third parties

Our advice is given to you and our services are provided to you as our client in accordance with your instructions and for your benefit only. Our advice should not be passed on as advice to any third party and we accept no liability to any third party.

Money laundering precautions

Like all solicitors, we are now required by law to apply procedures to guard against the risk of money laundering. It will help us to avoid any problems with your legal work if you bear in mind the following points.

Identification checks: We will need to obtain formal evidence of your identity and sometimes of those connected with you. This may be necessary even though we have acted for you before, or even if you are known personally to a member of staff. We will tell you when such evidence is necessary, but it would help us if you are able to bring evidence to our first meeting. Normally, in respect of individuals, the evidence we would ask for is your passport, plus one or more documents to establish your address, such as a driving licence, recent utility bills, council tax statements, or bank statements.

If you cannot come in to see us so that we can check your identity documents we can accept copies. We will, however, need those copies to be certified by a trusted third party, such as another solicitor or a chartered accountant or doctor. They should write 'this copy is a true copy of the original' on each copy, then sign and date it and include their name, occupation and contact details. Where identity documents include a photograph, they should also confirm that the photograph is a true likeness. Where it is not possible to have your copy identity documents certified by a trusted third party, for example in a pandemic situation where face to face meetings are not possible, we may ask you to provide scanned or posted copies of your ID and then arrange a video call to verify you and your identity documents.

The identification checks required for some transactions, for example property transfers, can be more extensive, in which case you might be asked to provide additional information and documents even when you have already provided some identification to us.

In addition to checking your identity documents you agree that we may make checks using online electronic verification systems or other databases as we may decide. We reserve the right to make a charge for this additional work.

PEPs: We are also required to establish whether or you are a Politically Exposed Person (a PEP) or a family member or close business associate of a PEP. A PEP is a person who is entrusted with prominent public functions, whether in the UK or abroad (other than as a middle-ranking or more junior official). If you are a PEP or family member or close business associate of a PEP then we will need to take extra measures to establish the source of any funds that are involved in the work we do for you and the source of your personal wealth.

Cash: We are normally only able to accept cash up to a limit of £500 in any 28 day period. If you deposit money direct into our bank account, we may decide to charge you for any additional checks which we decide are necessary to prove the source of the funds.

Source and destination of funds

Any money that you may transfer to us in connection with any matter on which we are acting for you must ordinarily be made from your own bank account. Similarly, any money that we may need to transfer to you must ordinarily be transferred to an account in your own name.

If the source of your funds is an unusual one, such as an account in another country, or in the name of someone other than you, please tell us as early as possible, including the

reason. We may need to carry out further verification checks before we are able to accept the money.

Similarly, if you want us to pay money out into the name of someone other than you, then for the same reasons, please tell us as early as possible, including the reason. We may need to carry out further verification checks before we are able to send the money to that account or person.

Generally, in order for us to comply with our obligations under the money laundering regulations, we cannot accept money from, or transfer money to, a third party bank account (including an account in the name of another family member or a company that is owned by you).

Confidentiality: Whilst we are professionally and legally obliged to keep our clients' affairs confidential, the Proceeds of Crime Act 2002 can oblige us to report information about financial offences to the National Crime Agency (NCA). In particular, if it seems that any assets involved in your matter were derived from a crime we may have to report it. This can include even small amounts of money, and covers all offences, including for example tax evasion and benefit fraud.

If we have to make a report we may not be able to tell you that we have done so and might not be able to continue to progress your matter until we have authority to do so from NCA. You may be able to speed up the process of obtaining authority from NCA by providing information requested by them as quickly as possible and in some circumstances, by seeking their authority yourself. A report to NCA may result in an investigation by the police, the Inland Revenue or other authorities. The law contains exceptions. If you are concerned about how this may affect you, please ask us to clarify.

Banking arrangements

Funds which we hold on your behalf will be placed in an account with either Lloyds Bank or Royal Bank of Scotland unless alternative arrangements are agreed at your specific request.

The Financial Services Compensation Scheme will apply to the funds which we hold on your behalf up to the limit of £85,000. This limit applies to the total of funds which you hold with the relevant deposit taking institution and will therefore include any which you deposit separately with the same institution. You should bear in mind that the compensation applies only once in relation to each institution, even where it is trading under a number of different brands/names. For more information see the FCA scheme website at www.fca.org.uk or contact your bank, the Financial Conduct Authority or a financial adviser.

Bank transfers

Due to the increasing number of email frauds, we will not accept confirmation of your bank account details by email, without verifying these by telephone and/ or video call and obtaining further evidence in appropriate circumstances.

We operate our Client Bank Account through Lloyds Bank Plc. We will provide you with our client account details separately as necessary.

We have not changed our bank account for many years, and we are not intending to do so. In any event, we will **never** notify you of a change in our firm's bank details by email or text message. If you receive any communication purporting to come from anyone at

Blandy & Blandy LLP asking for funds to be transferred to another account, please contact us at once (using a telephone number from our website, not from the communication you have received) and **on no account send the funds requested**.

We will not accept liability if you transfer the money to an incorrect bank account in these or similar circumstances.

Please do **not** send us any money (whether on account of future costs or disbursements or otherwise) until we have verified your identity and specifically asked for it.

Receiving funds from outside the UK

As a result of financial sanctions imposed by HM Treasury and/or conditions imposed by our Bank, we may be subject to delays and/or restrictions if receiving funds from or via countries outside the UK. If, during the course of acting for you, you anticipate that you will need to provide us with funds which are coming from or via a country outside the UK, you should let us know at the earliest opportunity so that we can inform you of any possible delay or restriction on us receiving those funds. (Please also see [Limitation of Liability](#) below).

Interest on funds held on your behalf

We will pay you interest on funds which we are holding on your behalf at the rates applied and published by Lloyds Bank on an instant access account. In calculating the amount on which interest is payable, we will deduct sums owed to the firm in respect of outstanding bills. We will not usually pay interest where the amount payable would be less than £30. Interest will be paid from the date we receive funds until the funds are paid out. Interest will be paid without deduction of income tax and it will be your responsibility to declare the receipt in your tax return.

On your written request and where appropriate, funds can be placed in a designated account with Lloyds Bank, to which interest will be added direct by the bank. In these circumstances, the bank will usually deduct income tax on the interest paid.

Residual balances

In the event that we have taken reasonable steps to return any balance of money held on your behalf, but have been unable to do so, then we may be permitted under the Solicitors Accounts Rules to pay that balance to a charity.

Exclusions

Where we are acting for you in a transaction which gives rise to Stamp Duty Land Tax ("SDLT") issues, our responsibility in relation to SDLT will cease upon receipt of the Land Transaction Return Certificate in respect of the first return we submit to HM Revenue & Customs on your behalf in respect of that transaction. We do not accept any responsibility for reminding you to submit any further Land Transaction Returns that may be required and it will be your duty to diarise a reminder and deal with any subsequent returns.

Where you ask us to obtain an Energy Performance Certificate (EPC) on your behalf, we will do so as your agent and any contract in relation to the EPC will be between you and the EPC provider. We do not accept liability for any loss arising as a result of a defective EPC prepared by an external EPC provider.

Limitation of liability

We only limit our liability to the extent that we are able to do so by law. This limitation of our liability cannot apply to fraudulent or intentionally wrongful conduct or personal injury

or death caused by our negligence. The aggregate limit of our liability (including any liability for negligence, for breach of contract, or otherwise, or for any consequential loss) arising in respect of any act or omission shall be limited to £20,000,000 or (if greater) the amount which we recover from our professional indemnity insurers in respect of that act or omission at the time of the claim. For this purpose "consequential loss" means any loss of anticipated profits or costs savings, loss of future business, damages, costs or expenses payable to any third party or any indirect losses.

We will not be liable to repay to you any money which is lost as a result of the liquidation, administration, insolvency or other failure of any bank or building society in which we have deposited that money, provided that the money has been deposited in accordance with the SRA Accounts Rules.

We will not be liable for any losses sustained as a result of us complying with our statutory obligations to combat money laundering, including any delays or restrictions arising as a result of funds which are being provided to us from or via a country outside the UK.

As we operate as a limited liability partnership, the personal liability of the individual partners or members is limited to the amount of any funds loaned by each to the firm.

Compensation

Should Blandy & Blandy LLP be unable to meet its liabilities, our clients are entitled to the protection of the Solicitors' Compensation Fund.

Termination of instructions

You are, of course, entitled to terminate your instructions to us at any time. We will ask you to settle all charges incurred to that date and we are entitled in certain circumstances to withhold all or part of your file until full payment has been made.

We will only stop acting for you with good reason and on reasonable notice. We reserve the right to stop acting for you in the event that you have outstanding charges 1 month or more after a bill has been delivered and/or in the event that you do not provide us with funds on account of costs as requested in accordance with these terms.

If we are acting for you in relation to court proceedings, we will ask you to sign a Notice of Acting in Person. In the event that you fail to do so and we are required to make an application to be removed from the court record, we reserve the right to make a further charge in respect of that application.

If an account remains unpaid and we commence legal proceedings against you in order to recover the sums you owe us then we will be entitled to recover from you the legal costs that we incur in connection with those proceedings at our standard hourly rates, together with all disbursements (including fees of counsel and any other lawyers engaged by us in our attempts to recover payment from you).

File storage

As part of our overall service we store most files for a period of at least 7 years after the matter is concluded on the understanding that we have your authority to destroy the file 7 years after sending you our final bill. In the case of files relating to a property purchase, we will store them for at least 12 years after sending you our final bill. In the case of Wills and Probate files, we will store them for at least 15 years after sending you our final bill. We will not destroy any documents you ask us to deposit in safe custody. Where files are particularly bulky we may request you to take delivery of them.

Files are often stored off site and we need at least seven days' notice if you require your file. Where it is necessary to retrieve a file from our archives we reserve the right to make a reasonable charge for delivery of the file to you. We also reserve the right to make a reasonable charge for providing you with copies of documents which are in our files.

Blandy & Blandy LLP does not accept any continuing responsibility to notify you of any changes in the law which take place after the termination of your retainer. By accepting a document for storage Blandy & Blandy LLP does not accept any continuing responsibility to notify you of any changes in the law which may affect the effectiveness of any of the terms of that document, including, in the case of a Will, any tax planning arrangements. By accepting any property deeds for storage Blandy & Blandy LLP does not accept any continuing responsibility to notify you of any changes in the law which might affect your title to the property, nor for reminding you about dates for serving break, termination or renewal notices or in respect of rent reviews.

Applicable law

We ask you to note the following conditions of Blandy & Blandy LLP undertaking to provide services (wherever those services are performed):

- you acknowledge that Blandy & Blandy LLP is a firm practising only in respect of the law of England and Wales and we do not purport to have expertise in the laws of any other jurisdiction;
- any agreement whereby we have undertaken to provide our services shall be governed by English law and any dispute relating to our services will be subject to the exclusive jurisdiction of the English courts.

Client satisfaction

We want you to be completely happy with our service to you. However, if at any time you have any problems or matters of concern arising out of the way in which work is carried out for you or wish to raise a complaint, including in relation an invoice, you should raise them initially with the person dealing with your matter. If that does not provide a solution then please contact the appropriate Head of Department or Deborah Brett, our complaints partner.

In the unlikely event that we are unable to resolve matters to your satisfaction and in accordance with our complaints handling procedure (copies of which are available on request or via our website), you can ask the Legal Ombudsman (at PO Box 6806, Wolverhampton, WV1 9WJ, or at enquiries@legalombudsman.org.uk or on 0300 555 0333) to consider the complaint. The Legal Ombudsman will normally allow us a period of eight weeks to resolve your complaint but it will entertain complaints sooner in certain circumstances. The Legal Ombudsman then normally requires that you take your complaint to it as soon as you can and at the latest within 6 months of receiving a final response from us to your complaint.

Ordinarily, the act or omission which is the subject of the complaint or alternatively the date on which you should have been aware there was a cause for complaint must have been after 5 October 2010. The complaint must be referred to the Legal Ombudsman no later than six years from the date of the act or omission complained of or three years from when you should reasonably have known that there was a cause for complaint, whichever is the later and within the 6 month period from our final response to your complaint as referred to above. The Legal Ombudsman can increase any time limit in exceptional circumstances.

You can complain to the Legal Ombudsman if you are an individual, a personal representative or beneficiary of a deceased client who died before making a referral to the Legal Ombudsman. In addition you can complain if you are a micro-enterprise (broadly speaking a business with fewer than 10 employees and turnover and assets of less than €2 million) and (subject to certain limits) a charity, club, association or trustee of a trust. Further information can be found at www.legalombudsman.org.uk.

You also have the right to complain to the SRA. The SRA can help you if you are concerned about our behaviour. Further information can be found at www.sra.org.uk/consumers/instructing/your-right-to-complain.

If you withhold payment of our bill either in full or in part whilst a complaint is being considered, we will be entitled to charge interest on the outstanding sum as set out above.

All solicitors are obliged to attempt to resolve problems that clients may have with the service provided. It is therefore important that you immediately raise your concerns with us. We value you and would not wish to think that you have any reason to be unhappy with our service.

Force majeure

We shall not be liable to you if we are unable to perform our services as a result of any cause beyond our reasonable control.

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