

Your firms name here

TERMS OF ENGAGEMENT EXAMPLE

The purpose of this document is to confirm the arrangements between us. [Although your continuing instructions in this matter will amount to your acceptance of these Terms of Engagement, we ask that you sign, date and return one copy for our file OR your continuing instructions in this matter will amount to your acceptance of these Terms of Engagement].

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BUSINESS HOURS

We are normally open between [insert opening hours, e.g. 9.00 am and 5.30 pm from Monday to Friday, except for Wednesday when we open from 9.00 am until 8.00 pm]. We may be able to arrange appointments outside of these hours, in cases of emergency. We are closed on all bank holidays.

OUR RESPONSIBILITIES

We will:

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

YOUR RESPONSIBILITIES

You will:

- provide us with clear, timely and accurate instructions
- provide all documentation and information that we reasonably request in a timely manner
- safeguard any documents that may be required for your matter, including documents that you may have to disclose to another party

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SERVICE LEVELS AND FREQUENCY OF COMMUNICATION

We will update you by telephone or in writing with progress on your matter [regularly OR fortnightly OR monthly OR what you have agreed with your clients].

We will explain to you by telephone or in writing the legal work required as your matter progresses.

We will update you on the likely timescales for each stage of this matter and any important changes in those estimates. Whenever there is a material change in circumstances associated with your matter, we will update you on whether the likely outcomes still justify the likely costs and risks.

We will update you on the cost of your matter at the intervals set out in our letter confirming your instructions. If appropriate, we will continue to review whether there are alternative methods by which your matter can be funded.

LIMIT OF LIABILITY

We have professional indemnity insurance giving cover for claims against the firm. Details of this insurance, including contact details of our insurer and the territorial coverage of the policy, can be inspected at our office or made available on request.

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 profit or opportunity.

[[insert firm name] is a [limited company OR limited liability partnership]. This means that the firm's members [and directors] are not personally liable for any acts or omissions by the firm, unless the law requires otherwise. This does not limit or exclude liability of the firm for the acts or omissions of its members [and directors].]

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

Please ask if you would like us to explain any of the terms above.

REGULATED SERVICES

[Insert name of firm] is authorised and regulated by the Council for Licensed Conveyancers, CAN Mezzaine 49-51 East Road London N1 6AH (the CLC). This means that we are governed by a Code of Conduct and other professional rules, which you can access on the CLC's website <http://www.conveyancer.org.uk/> or by calling 0207 250 8465 or emailing clc@clc-uk.org.

PREVENTION OF MONEY LAUNDERING AND TERRORIST FINANCING

We must by law obtain satisfactory evidence of your identity and address. Please help us to do so by giving us the information and documentation we ask for. We are unable to proceed with your transaction and will not be able to exchange contracts until this has been provided.

As lawyers, we are under a general professional and legal obligation to keep your affairs private. However, we are required, by current legislation, to make a report to the National Crime Agency (NCA) where we know or suspect that a transaction involves Money Laundering or Terrorist Financing. By instructing us to act on your behalf in accordance with these Terms of Engagement you give us irrevocable authority to make a disclosure to NCA if we consider it appropriate.

You agree that this authority overrides any confidentiality or entitlement to legal professional privilege. We shall be unable to tell you if we have made a report.

DATA PROTECTION

We use the information you provide primarily for the provision of legal services to you and for related

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purposes including:

- updating and enhancing client records
- analysis to help us manage our practice
- statutory returns
- legal and regulatory compliance

Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. Under data protection legislation you have a right of access to the personal data that we hold about you.

We may from time to time send you information that we think might be of interest to you. If you do not wish to receive that information please notify our office, preferably in writing.

STORAGE AND RETRIEVAL OF FILES

After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.

We will keep our file of your papers for up to *[state number]* years, except those papers that you ask to be returned to you. We keep files on the understanding that we can destroy them *[state number]* years after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody.

If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for the retrieval. However we may charge you for time spent producing stored papers that are requested, and reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

OUTSOURCING

Sometimes we ask other companies or people to *[insert details of things you might outsource, eg do typing and photocopying]* on our files to ensure this is done promptly and in the most cost-effective manner. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

EXTERNAL AUDITING

External firms or organisations may conduct audit or quality checks on our practice, eg our regulator (the CLC), our accountants or assessment bodies for quality accreditations. These external firms or organisations are required to maintain confidentiality in relation to your files. Please contact *[state who the client should contact]* if you do not wish your files to be disclosed to external auditors.

TERMINATING YOUR INSTRUCTIONS

You may end your instructions at any time, by giving us notice in writing. We can keep all your papers and documents while our charges or disbursements are outstanding.

We can only decide to stop acting for you with good reason and we must give you reasonable notice. If you or we decide that we should stop acting for you, you are liable to pay our charges up until that point. These are calculated on the basis set out in our letter confirming your instructions.

CONFIDENTIALITY

The information and documentation you provide us is confidential and subject to legal professional privilege unless stated otherwise in this document or our letter confirming your instructions, such as in relation to prevention of money laundering and terrorist financing or we advise you otherwise during the course of your matter

We cannot absolutely guarantee the security of information communicated by email or mobile phone. Unless we hear from you to the contrary, we will assume that you consent for us to use these methods of communication.

RECEIVING AND PAYING FUNDS

Our policy is [state your policy, eg not to accept cash from clients/to only accept cash up to £X]. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove 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.

COMPLAINTS

We are committed to providing high quality legal advice and client care. If you are unhappy about any aspect of the service you receive or about the bill, please contact [insert name] on [insert phone number and email] or by post to [state address]. We have a written procedure that sets out how we handle complaints. It is available at [state how to obtain it]. [input time scales for dealing with complaints within the practice]

If after following the review process you remain dissatisfied with any aspect of our handling of your complaint, you may contact directly the Legal Ombudsman to ask them to consider the complaint further. The Legal Ombudsman's contact details are:-

Telephone no: 0300 555 0333

Email: enquiries@legalombudsman.org.uk

Legal Ombudsman
PO Box 6806
Wolverhampton
WV1 9WJ

Unless it agrees there are good reasons not to do so, the Legal Ombudsman will expect you to allow us to consider and respond to your complaint in accordance with the procedure set out above in the first instance. You can refer your complaint up to six months after you have received our final written response to your complaint. You can also use the Ombudsman service if we have not resolved your complaint within eight weeks of us receiving it. A complaint can be referred to the Legal Ombudsman up to six years from the date of the act or omission or up to three years after discovering a problem. The ombudsman deals with service-related complaints; any conduct-related complaints will be referred to the Council for Licensed Conveyancers. Further information regarding the Legal Ombudsman can be found on its website <http://www.legalombudsman.org.uk/>.

In addition to the above, if you make a valid claim against us for a loss arising out of work for which we are legally responsible, and we are unable to meet our liability in full, you may be entitled to claim from the Compensation Fund administered by the Council for Licensed Conveyancers (from whom details can be obtained).

Disputes may also be referred to an Alternative Dispute Resolution entity which has been certified under the EU Consumer ADR Directive namely the Ombudsman Services, ProMediate and Small Claims Mediation. We [state whether you do or do not] agree to use [include name of scheme].

OUR BILL

You are liable to pay legal costs as set out in our letter confirming your instructions. We will also usually discuss this at our initial meeting with you.

Bills should be paid within [insert number] of days. We may charge interest on overdue bills at [insert rate or basis of rate] %.

We may cease acting for you if an interim bill remains unpaid after [insert number] days or if our reasonable request of a payment on account of costs is not met.

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You have the right to challenge or complain about our bill. Please see the **Complaints** section above for details of how to complain about our bill.

We can keep all your papers and documents while there is still money owed to us for fees and expenses.

PAYMENT OF INTEREST

[Describe your firm's policy for payment of interest].

INSURANCE MEDIATION ACTIVITY

This firm is not authorised by the Financial Conduct Authority. However we are included in the register maintained by the Financial Conduct Authority so that we can carry on Insurance Mediation Activities, which is broadly advising on, selling and administration of insurance contracts. This part of our business including arrangements for complaints or redress if something goes wrong is regulated by the Council for Licensed Conveyancers. The register can be accessed via the Financial Conduct Authority website at <http://www.fca.org.uk/register>. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any insurance advice you receive from us, you should raise your concerns with the CLC or the Legal Ombudsman.

EQUALITY AND DIVERSITY

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

APPLICABLE LAW

Any dispute or legal issue arising from our Terms of Engagement will be determined by the law of England and Wales, and considered exclusively by the English and Welsh courts.

FUTURE INSTRUCTIONS

Unless otherwise agreed, these Terms of Engagement will apply to all future instructions you give us on this or any other matter.

[SIGNATURE]

Please sign, date and return one copy of these Terms of Engagement.

Signed.....

Your name.....

Date.....